BOARD OF SUPERVISORS AMENDED AGENDA

COUNTY OF ORDER

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, SEPTEMBER 12, 2017 9:00 A.M.

Added to closed session Item 375/2017

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8:45 A.M. Human Services Committee - Supervisors Bradford, Leahy - Alternate Vasquez

404/2017 Consider agreement with Municipal Resource Group, LLC for provision consulting services - Health and Human Services: (Ten minutes estimate)

PLEDGE OF ALLEGIANCE - Led by Supervisor Fletcher

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.

- 314/2017 Office of Emergency Services: Adopt resolution to proclaim local emergency due to Tree Mortality.
- 315/2017 Office of Emergency Services: Adopt resolution proclaiming local emergency due to Historic Rainfall.
- 316/2017 Office of Emergency Services: Adopt resolution to proclaim local emergency due to Flood Waters.
- 317/2017 Office of Emergency Services: Adopt Resolution proclaiming local emergency due to Oroville Dam Spillway Event.
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- 394/2017 District Attorney: Approve addendum to the case management contract with Karpel Solutions adding additional licenses for Victim Services staff and authorize Chair to execute upon review and approval of County Counsel.
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- **403**/**2017** Clerk of the Board of Supervisors: Approve meeting minutes of August 8 and 16, 2017.
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- Health and Human Services: Adopt resolution authorizing Director to apply for Oral Health Program grant funds for the period of January 1, 2018 through June 30, 2022, and execute the grant agreement and other pertinent documents upon approval of County Counsel.
- Health and Human Services: Approve Children's Medical Services (CMS) Plan and Fiscal Guidelines for Fiscal Year 2017/18 and authorize Chair to execute Certification Statements included in the plan.
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- 411/2017 Administrative Services: Adopt resolution authorizing Director of Administrative Services to Approve Subordination Non-disturbance and Attornment Agreement, and Estoppel Certificate required by Hampac LLC relating to Packard Avenue Property.
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- 418/2017 Auditor-Controller: Adopt resolution setting Yuba County Appropriations Limit for Fiscal Year 2017-18.
- 419/2017 Adopt resolution setting Fiscal Year 2017-2018 Countywide Tax Rates.

SPECIAL PRESENTATIONS

- 392/2017 10:00 Special Presentation: Receive Yuba County Commission on Aging 2017-2018 Annual Report. (Ten minute estimate).
- **402/2017** Special Presentation: Present proclamation National Child Passenger Safety Week September 17-23, 2017

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BUDGET HEARINGS

421/2017 1:30 P.M. FINAL COUNTY BUDGET FISCAL YEAR 2017-2018 PUBLIC HEARING

- 1. Receive recommended adjustments to Fiscal Year 2017-2018 Final Budget;
- 2. Receive comments from Bi-County/County Department Heads;
- 3. Receive public comments; and
- 4. Consider Fiscal Year 2017-2018 Final Budget and take action as appropriate. County Administrator (30 minute estimate)

ADMINISTRATIVE HEARING

427/2017 2:00 P.M.

Administrative Appeal Hearing - Hold appeal hearing to determine public nuisance for property located at 9820 Rices Texas Hill Road, Oregon House, CA 95962; APN: 048-120-022; Property Owners: Nickulas A and Cynthia B Maglaras. (Community Development and Services Agency) (Ten minute estimate) (Roll Call Vote)

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County Administrator



FROM: Emergency Services, Scott Bryan

SUBJECT: Adopt resolution to proclaim local emergency due to Tree Mortality.

DATE: September 12, 2017

NUMBER: 314/2017

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.

Committee:

Item had no committee action due it being an on-going item before the Board of Supervisors. *Fiscal Impact*: Costs to alleviate this issue are unknown.

Attachments: 314/2017: 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.	í	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 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 governments 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 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 me	eting of the Board of Supervisor	s of the County of
Yuba, State of California on the	day of	2017.
AYES:		
NOES:		
ABSENT:		
ABSTAIN:		
ATTEST: DONNA STOTTLEMEYER CLERK OF THE BOARD OF SUPERVISORS		Chair
	APP	ROVE AS TO FORM: COUNTY COUNSEL

Courtney C. An

County Administrator



FROM: Emergency Services, Scott Bryan

SUBJECT: Adopt resolution to proclaim local emergency due to Historic Rainfall.

DATE: September 12, 2017

NUMBER: 315/2017

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 floodwater inundation, the damages cannot yet be calculated. Therefore, it is recommended that your Board proclaim a local emergency until the end of the incident period per $Govt.\ Code\ Section\ 8630(c)$. This proclamation of emergency will be presented to the Board for review and renewal no less than once every thirty days. Per $Govt.\ Code\ Section\ 8630(d)$, this proclamation of emergency shall be terminated as soon as reasonably possible.

Committee:

There was no committee action due to this being an on-going Board of Supervisors item.

Fiscal Impact:

The total fiscal impact has yet to be determined.

Attachments: 315/2017: Historic Rainfall 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 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, on February 28, 2017 the County of Yuba Board of Supervisors ratified the existence of an ongoing local emergency due to historic rainfall and 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 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

APPROVE AS TO FORM: COUNTY COUNSEL

Countrey (tr

County Administrator

TO: Board of Supervisors

FROM: Emergency Services, Scott Bryan

SUBJECT: Adopt resolution to proclaim local emergency due to Flood Waters.

DATE: September 12, 2017

NUMBER: 316/2017

Recommendation:

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

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 proclaim a local emergency until the end of the incident period per Govt. Code Section 8630(c). This proclamation of emergency will be presented to the Board for review and renewal no less than once every thirty days. Per Govt. Code Section 8630(d) this proclamation of emergency shall be terminated as soon as reasonably possible.

Committee: There was no committee action due to this being an on-going Board of Supervisors item. Fiscal Impact: Fiscal impacts have yet to be fully determined.

Attachments: 316/2017: Flood Water 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 FLOOD WATERS 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, 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.

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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:

Country Counsel

COUNTY COUNSEL

County Administrator



TO: Board of Supervisors

FROM: Emergency Services, Scott Bryan

SUBJECT: Adopt Resolution proclaiming local emergency due to Oroville Dam Spillway Event

DATE: September 12, 2017

NUMBER: 317/2017

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 mandatory evacuations for the majority of the residents in Yuba County

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.

Committee:

This item was not brought to committee because it is an ongoing item proclaimed during a local emergency, previously approved by the board.

Fiscal Impact:

Damage to private and public property cannot yet be calculated and resources in Yuba County are faced with conditions that exceed their functional capabilities.

Attachments: 317/2017: Oroville Dam 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 February 14, 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 regul	lar meeting of the Boa	rd of Supervisors of the County of
Yuba, State of California on the	day of	2017.
AYES:		
NOES:		
ABSENT:		
ABSTAIN:		
		Chair
ATTEST: DONNA STOTTLEM CLERK OF THE BOARD OF SUPERVI		

APPROVÉ AS TO FORM: COUNTY COUNSEL

Courtney C Ale

Clerk of the Board of Supervisors

TO: Board of Supervisors

FROM: Clerk of the Board of Supervisors, Donna Stottlemeyer

SUBJECT: Reappoint James Purcell to Plumas Lake Specific Plan Design Review Committee

as a Resident Representative with a term ending September 13, 2019.

DATE: September 12, 2017

NUMBER: 371/2017

Recommendation

Reappoint James Purcell as a Resident Representative to Plumas Lake Specific Plan Design Review Committee with a term ending September 13, 2019.

Background

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

Discussion

This is a scheduled vacancy due to the expiration of Mr. Purcell's term. Mr. Purcell has served on the committee since August 2014 and wishes to continue serving.

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

Committee Action: None

Fiscal Impact: None





TO: Board of Supervisors

FROM: Emergency Services, Scott Bryan

SUBJECT: Approve authorized agent for Emergency Management Performance Grant

DATE: September 12, 2017

NUMBER: 377/2017

Recommendation:

Adopt resolution authorizing the Director of Emergency Services or the Emergency Operations Manager to execute and submit an application and any required documents as required for the FY 2015 Emergency Management Performance Grant (EMPG), including any other pertinent documents related to this program, and authorize the acceptance of said funds.

Background:

The 2017 Emergency Management Performance Grant cycle has opened to accepting applications for the 2017 Fiscal Year grant funds.

Discussion:

The EMPG is an annual federal pass thru grant to support comprehensive all hazards emergency management at the state, tribal, and local levels to encourage the improvement of mitigation, preparedness, response, and recovery.

Committee Action:

The item was submitted to the Protection Inspection committee and was approved for submission to the Board of Supervisors.

Fiscal Impact:

General Fund - \$ 65,158 **Non-General Fund -** \$ 75,000

Source of Funds - \$ 140,157 from Emergency Management Performance Grant federal pass through grant, \$65,158 General Fund, \$75,000 of Non-General funds from Yuba County Water Agency.

Attachments: 377/2017: Authorized Agent Resolution

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA

RESOLUTION:

SIGNATURE RESOLUTION AUTHORIZING)
THE COUNTY DIRECTOR OF EMERGENCY)
SERVICES AND THE EMERGENCY)
OPERATIONS MANAGER TO APPLY FOR)
THE FISCAL YEAR 2017 EMERGENCY)
MANAGEMENT PERFORMANCE GRANT,)
FURTHER AUTHORIZING THEM TO	
EXECUTE DOCUMENTS AS REQUIRED BY)
THE APPLICATION, THE RESULTANT)
GRANT AND/OR ANY PERTINENT)
DOCUMENTS RELATED TO THE PROGRAM)
AND ACCEPTANCE OF GRANT FUNDS) RESOLUTION NO.

WHEREAS, it is in the best interest of the citizens of the County of Yuba to be protected from the threat of terrorism and to obtain federal financial assistance provided by the Federal Department of Homeland Security and sub-granted through the State of California for that purpose.

WHEREAS, the Department of Homeland Security Grant supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Emergency Services or the Emergency Operations Manager is hereby authorized to execute and submit a grant application, for the Operational Area allocation of \$140,157 for and on behalf of the County of Yuba, a public entity established under the laws of the State of California.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba as follows: that the Director of Emergency Services or the Emergency Operations Manager is hereby authorized to accept FY 2017 Emergency Management Performance Grant funds in an amount not to exceed \$140,157; to execute, upon review and approval of County Counsel, documents as required by the application and the resultant grant; to authorize and execute the allocation of grant funds received.

PASSED AND ADOPTED at a regu	lar meeting of the Board of S	upervisors of the
County of Yuba, State of California on the _	day of	2017.
AYES:		
NOES:		
ABSENT:		
ABSTAIN:		
ATTEST: DONNA STOTTLEMEYER CLERK OF THE BOARD OF SUPERVISORS		Chair

APPROVE AS TO FORM: COUNTY COUNSEL

Courney Colu

District Attorney

TO: Board of Supervisors

FROM: District Attorney, Pat McGrath

SUBJECT: District Attorney: Authorize the District Attorney to sign an addendum to the current

case management contract with Karpel Solutions adding additional licenses for

Victim Services staff, upon review and approval of County Counsel.

DATE: September 12, 2017

NUMBER: 394/2017

RECOMMENDATION:

Recommend the Board authorize the District Attorney to sign an addendum to the current case management contract with Karpel Solutions adding additional user licenses for Victim Services staff, upon the review and approval of County Counsel.

Background

On May 23, 2017, the Board authorized the District Attorney to enter into a contract with Karpel Solutions for the implementation of a new case management system. The contract was signed and finalized on June 5, 2017. The proposed addendum to the contract provides for the addition of six additional licenses for Probation's Victim Services personnel to access and use the system. Licensing fees (\$2,250 each) and annual support costs (\$450 each) total an additional cost of \$16,560, and are identical to those in the current contract. Victim Services will fund the additional licensing and annual maintenance costs.

Discussion

Addition of the licenses will allow Victim Services personnel to track ongoing information in criminal cases and support victim advocacy and services. Without access to the case management system Victim Services personnel will be required to hand search case files and maintain a separate data base of case and victim information.



Committee Action:

This item was not taken to the Law and Justice Committee as the contract has been previously approved and the addendum makes no additional changes to the terms of the existing contract.

Fiscal Impact:

General Fund: None Non-General Fund: \$16,560

Source of Funds: 50% (\$8,280) from the Victim Witness Assistance grant and 50% (\$8,280) from

the Victim Services trust fund.

Attachments

394/2017: Karpel contract addendum

DISTRICT ATTORNEY'S OFFICE YUBA COUNTY, CA

CONTRACT ADDENDUM FOR



PROSECUTORbyKarpel®

Dated: July 24, 2017



9717 Landmark Parkway. Suite 200 . St. Louis, MO 63127 . 314-892-6300 . www.karpel.com

This Addendum to the agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Karpel Solutions") and Yuba County, a political subdivision of the State of California (hereinafter referred to as "Client") is for the purposes of adding additional cost (Licensing for Probation Victim Service,) to the PROSECUTORbyKarpel® contract and change of annual reoccurring fees for said licenses, under the existing contract already signed with Yuba County on June 5, 2017.

INVESTMENT SUMMARY

Software Products/Licensing

Karpel Solutions will perform according to all descriptions, scopes, and specifications herein described, in consideration for payment as set forth below,

Qty.	FIICE		i Otai
6	\$2,250		\$13,500
ware			\$13,500
Qty.	Price		Total
6	\$450		\$2,700
6	\$60	Annual	\$360
vices			\$3,060
ates			\$16,560
	6 ware Qty. 6	6 \$2,250 ware Qty. Price 6 \$450 6 \$60 vices	6 \$2,250 ware Qty. Price 6 \$450 6 \$60 Annual

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Drice

Total

This Addendum for additional licensing, annual support and hosting services and its cost to be added to the original PROSECUTORbyKarpel contract is agreed to by:

Yuba County	Karpel Solutions	COURTNEY C. ABRIL COUNTY COUNSEL BY: Courtney Ctw
Name	Name	
Title	Title	
Date		

District Attorney

TO: Board of Supervisors

FROM: District Attorney, Pat McGrath

SUBJECT: District Attorney: Adopt resolution to Apply for JAG Funding

DATE:

NUMBER: 393/2017

Recommendation

RECOMMENDATION:

Recommend that the Board adopt a Resolution authorizing the County of Yuba to enter into agreements with the United States Bureau of Justice Assistance for grant funding, and authorizing the District Attorney, County Counsel, and Chief Administrative Officer to execute required grant documents.

BACKGROUND:

The BJA has announced it is extending criminal justice funding to Yuba County for FY 17/18 in the amount of \$15,770 through the Justice Assistance Grant program. JAG funding has been approved in the previous eight fiscal years. The proposed Resolution will authorize the District Attorney to submit the proposal, and authorize the District Attorney, County Counsel, and CAO to sign required grant-related documents to complete final approval from the federal Bureau of Justice Assistance.

DISCUSSION:

The award of JAG funding will provide revenue to augment child abuse prosecutions and maintain current service levels in FY 17/18.

COMMITTEE ACTION:

This item is the extension of a previously approved funding application and due to time constraints imposed under the federal grant guidelines was not taken to the Law and Justice Committee.

FISCAL IMPACT:

General Fund: None



Non-General Fund: \$15,770

Source of Funds: \$15,770 federal JAG grant

No matching funds are required. The proposed revenue has already been included

in the department's FY17/18 proposed budget.

Attachments

393/2017 JAG grant funding

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA

IN RE:

RESOLUTION AUTHORIZING THE COUNTY)
OF YUBA TO ENTER INTO AGREEMENTS WITH)
WITH THE UNITED STATES BUREAU OF)
JUSTICE ASSISTANCE FOR GRANT FUNDING)
AND AUTHORIZING THE DISTRICT ATTORNEY,)
COUNTY COUNSEL, AND CHIEF)
ADMINISTRATIVE OFFICER TO EXECUTE)
REQUIRED GRANT DOCUMENTS)

RESOLUTION NO.

WHEREAS the Yuba County Board of Supervisors desires to continue a certain project designated as the District Attorney Child Abuser Prosecution Project through funds made available through the Edward Byrne Memorial Justice Assistance Grant Program administered through the United States Bureau of Justice Assistance (hereafter referred to as BJA); and

NOW, THEREFORE, BE IT RESOLVED that the District Attorney of Yuba County is authorized, on its behalf to submit the District Attorney Child Abuser Prosecution Project proposal to the United States Bureau of Justice Assistance and is authorized to sign and approve on behalf of the Yuba County Board of Supervisors the Grant Award Agreements over the grant award period beginning October 1, 2016 and ending September 30, 2018,

including any extensions or amendments thereof upon the review and approval of the County Counsel.

BE IT FURTHER RESOLVED that the County Counsel and Chief Administrative Officer of Yuba County are authorized to sign and approve grant award certifications and assurances required under the grant.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

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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 t	the following vote:
Ayes:	
Noes:	
Absent:	
Abstain:	
	Randy Fletcher CHAIRMAN
ATTEST: DONNA STOTTLEMEYER Clerk of the Board of Supervis	sors
Ву:	
	ADDROVED AS TO FORM

COMPANY C AN COURTNEY ABRIL

YUBA COUNTY COUNSEL

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Daniel Peterson

SUBJECT: Community Development and Services Agency: Request Board adoption of the

"Program for Public Information." This program is part of the County's floodplain

management efforts and a component of the Community Rating System.

DATE:

NUMBER: 399/2017

Recommendation

Adopt the "Program for Public Information" which is part of the County's floodplain management efforts and a component of the Community Rating System.

Background

The Federal Emergency Management Association (FEMA) manages the National Flood Insurance Program (NFIP), which provides flood insurance and disaster relief to property owners who live in participating communities. Participants in the NFIP have to meet minimum standards for construction and floodplain management. However, FEMA encourages communities to implement higher standards by providing discounts on flood insurance rates. FEMA provides these discounts to communities under the Community Rating System (CRS) program. Organizing a Program for Public Information (PPI) committee to aid in the development of the County's public outreach program on flood-related issues is a primary component of the CRS program.

Discussion

A key activity under the CRS program is public outreach. The "*Program for Public Information*" is an ongoing public information effort to design and transmit the messages that the community determines are most important to the safety of its citizens. For CRS credit, a community must develop their *Program for Public Information* according to a seven-step planning and public involvement

process, and the community's governing body must formally adopt the Program for Public Information on an annual basis. A committee that meets the FEMA requirements developed this "Program for Public Information" submitted for Board adoption. The proposed program includes key messages, identifies target audiences, and proposes specific activities or projects to disseminate the key messages throughout the County.

Committee Action:

The Program for Public Information did not go before the committee as this is an annual process and both the CRS program and the Program for Public Information have already been presented to the full Board in prior years.

Fiscal Impact:

The fiscal impact of adopting a *Program for Public Information* is minimal; staff anticipates the program will require a total of 24 hours of annual staff commitment. The staff time required for implementing this program is already budgeted so there will be no additional General Fund impact.

Participation in the overall CRS program requires routine staff activities such as reviewing and maintaining Elevation Certificates, providing floodplain management information and advice, maintaining flood maps, and participating in flood warning and response programs. These efforts currently save local property owners \$90,515 per year in flood insurance premiums. Staff anticipates that this amount will increase as FEMA continues to eliminate subsidized flood insurance rates for non-residential parcels.

Attachments

The attached Program for Public Information was developed by a committee of local stakeholders.

Program for Public Information (PPI) Document / Outreach Projects (OP) for FY 2017-2018

Outreach Projects (OP)	Type of Project	Topics	A Points per Topic	B # Flood Related Topics	C Times Delivered	Basins	Responsible Agency	When Implemented
OP1: (October, 2017) Flood insert in local newspaper either during flood awareness month or in "99 Things to Do" edition (Appeal Democrat).	General Outreach	CRS Topics 1 thru 10	2	10	1	All	Yuba County Public Works	October
OP2: Presentation on County's PPI at Board of Supervisors meeting. Date: September 12, 2017.	General Outreach	CRS Topics 1 thru 10	2	10	1	All	Yuba County Public Works	March
OP3: Presentation to local engineers and designers regarding construction requirements for SFHA, flood openings. Date: TBD	Targeted Outreach (Engineers, surveyors, architects)	CRS Topics 1 thru 6, 8 & 10	6	8	1	All	Yuba County Public Works	TBD
OP4: Presentation to local realtors concerning flood risk & floodplain management. Advertise one-on-one assistance regarding Property Protection Advice. Date: TBD	Targeted Outreach (Real Estate Professionals)	CRS Topics 1 thru 6, 8 & 10	6	8	0	All	Yuba County Public Works	When invited
OP5: Post informational material on Facebook and YouTube. Advertise one-on-one assistance regarding Property Protection Advice. Advertise BePreparedYuba.org, emergency notification	Informational material	All CRS Topics	1	10	1	All	Yuba County Public Works	Year-round
OP6: Include annual postcard with tax bill. Advertise one-on-one assistance regarding PPA, PPV, and FAA (activity 360). Requires permission from tax collector.	Informational material	CRS Topics 1, 2, & 9	1	3	0	All	Yuba County Public Works	TBD
OP7: Include an article in local agency / business newsletters. Date: TBD	Informational material	CRS Topics 1 thru 8, & 10	1	9	0	All	Yuba County Public Works	When invited
OP8: Host an informational booth at local events such as the Yuba-Sutter Home & Garden Show, Christmas Stroll, Swan Festival, and Business After Hours event.	General Outreach	CRS Topics 1 thru 8, & 10	2	9	0	All	Yuba County Public Works	When available
OP9: A brochure "Building in a High Risk, Special Flood Hazard Area - Do I Need to Elevate?"	Informational material	CRS Topics 1, 3, 4, 5, 8, & 10	1	6	1	All	Yuba County Public Works	Year-round
OP10: A brochure for Yuba County floodplain - "Important Information in the Event of Flood"	Informational material	CRS Topics 1, 3, & 8	1	3	1	All	Yuba County Public Works	Year-round
OP11: Make presentation to Chamber of Commerce. Date: TBD	General Outreach	CRS Topics 1 thru 9	1	9	1	All	Yuba County Public Works	Year-round

Outreach Projects (OP)	Type of Project	Topics	A Points per Topic	B # Flood Related Topics	C Times Delivered	Basins	Responsible Agency	When Implemented
OP12: Distribute FEMA's "Answers to Questions About the NFIP" to County residents in SFHAs.	Informational material	CRS Topics 1, 2, 3, 4, 5, 6, 7	1	7	1	All	Yuba County Public Works	Year-round
OP13: Investigate opportunity to establish a scholarship to student(s) who demonstrate understanding of flood risk, flood mitigation measures, and NFIP.	Targeted Outreach (School-age children)	CRS Topic 9	1	8	0	All	PPI Committee	March / April
OP14: A brochure A brochure from Cal_EMA: "Winter Weather and Flood Preparedness"	Informational material	CRS Topics 3, 4, & 8	1	3	1	All	Yuba County Public Works	Year-round
OP15: A brochure from Office of Emergency Services "Disaster Assistance"	Informational material	CRS Topic 2	1	1	1	All	Yuba County Public Works	Year-round
OP16: A brochure from Cal_EMA: "10 Ways you can be Disaster Prepared"	Informational material	CRS Topics 3, 4 & 8	1	3	1	All	Yuba County Public Works	Year-round
OP17: A brochure from Contractors State License Board "10 Tips - Make sure your Contractor Measures Up"	Informational material	CRS Topic 6	1	1	1	All	Yuba County Public Works	Year-round
OP18: A brochure from Contractors State License Board "After a Disaster - Don't Get Scammed!"	Informational material	CRS Topic 6	1	1	1	All	Yuba County Public Works	Year-round
OP19: List of local registered engineers & Land Surveyors	Informational material	CRS Topic 6	1	1	1	All	Yuba County Public Works	Year-round
OP20: A brochure: "Wet Floodproofing Checklist of Requirements"	Informational material	CRS Topics 4 & 6	1	2	1	All	Yuba County Public Works	Year-round
OP21: A brochure: "Required Notes - Wet Floodproofing"	Informational material	CRS Topic 6	1	1	1	All	Yuba County Public Works	Year-round
OP22: A brochure: "Required Notes - Residential Structures within Special Flood Hazard Area"	Informational material	CRS Topic 6	1	1	1	All	Yuba County Public Works	Year-round
OP23: A brochure: "Elevation Certificate Handout"	Informational material	CRS Topic 6	1	1	1	All	Yuba County Public Works	Year-round

Outreach Projects (OP)	Type of Project	Topics	A Points per Topic	B # Flood Related Topics	C Times Delivered	Basins	Responsible Agency	When Implemented
OP24: A brochure: "Floodplain Development Variance - Application Packet"	Informational material	CRS Topics 4 & 6	1	2	1	All	Yuba County Public Works	Year-round
OP25: A brochure: "Grading and Erosion Control Permit"	Informational material	CRS Topics 4, 6, & 7	1	3	1	All	Yuba County Public Works	Year-round
OP26: A brochure: "Substantial Improvement or Substantial Damage"	Informational material	CRS Topics 4 & 6	1	2	1	All	Yuba County Public Works	Year-round
OP27: A mailing to all residents of the SFHA. It has messages under the first nine CRS topics (targeted outreach) and advertises one-on-one assistance regarding PPA, PPV, and FAA. Coordinate with local water agencies to include information in monthly billing.	Targeted Outreach (Residents in SFHA)	CRS Topics 1 thru 9	6	9	1	All	Yuba County Public Works	January
OP28: A mailing is sent each year to the Yuba-Sutter Board of Realtors regarding flood map information services provided by Yuba County, including PPA.	General Outreach	CRS Topics 1, 2, 4, 6, & 9	2	5	1	All	Yuba County Public Works	July/August
OP29: Establish school outreach	Target Outreach (School-age children)	CRS Topic	6	1	0	All	Yuba County Public Works	As invited
OP30: Presentations to local clubs / agencies. Exchange Club presentation, Soroptomists' Club, Business Connection Mtg, Business Network International.	General Outreach	CRS Topics 1 thru 9	2	9	0	All	Yuba County Public Works	As invited
OP31: Presentations to Churches, Hispanic Chamber of Commerce, and other venues to reach non-English speaking audiences. Date: TBD	Targeted Outreach (Non- English speaking audiences)	CRS Topics 1 thru 9	6	9	0	All	Yuba County Public Works	As invited
OP32: Annual letter to owners of Repetitive Loss Properties	Targeted Outreach (Repetitive Loss Properties)	CRS Topics 1 thru 9	6	9	1	All	Yuba County Public Works	September / October
OP33: Help develop a handout for Real Estate Agents discussing flood risk, flood insurance, and County's PPA service.	Informational material	CRS Topics 1 thru 9	1	9	1	All	Sutter-Yuba Board of Realtors & Yuba County Public Works	September / October
OP34: Prepare and distribute a photo retrospective of past Yuba County Floods.	Informational material	CRS Topics1, 3, 6, 7, & 8	2	5	1	All	PG&E & Yuba County Water Resources	September / October
OP35: Presentation to the Farm Bureau concerning agricultural issues associated with flooding. Ag Floodplain Ordinance Task Force presentation, TBD.	Targeted Outreach (Agriculture)	CRS Topics 1 thru 9	6	9	0	1 & 3 (North County Ag & South County Ag)		As invited

GALLERY & BARTON

DANIEL F. GALLERY (RETIRED/INACTIVE)

JESSE W. BARTON

A PROFESSIONAL LAW CORPORATION 1112 I STREET, SUITE 240 SACRAMENTO. CA 95814-2865 P: (916) 444-2880 F: (916) 444-6915 WWW.GALLERYBARTONLAW.COM

WRITER'S E-MAIL: |barton@gallerybartonlaw.com

RECEIVED

AUG 2 1 2017

Clerk/Board of Supervisors

August 17, 2017

Donna Stottlemeyer Clerk, Yuba County Board of Supervisors 915 8th Street, Suite 109 Marysville, CA 95901

Dear Ms. Stottlemeyer:

The terms of two directors of Brophy Water District expire this year. In accordance with applicable law, notice of the vacancies was given and the time for nomination closed on August 11, 2017. As of the closing date for nomination, only the two incumbents filed declarations of candidacy.

Since the number of candidates does not exceed the number of offices of director to be filled, no election is necessary and the Secretary of the District is required to submit a certificate to the Yuba County Board of Supervisors requesting that the Board appoint the candidates who filed a declaration of candidacy by the closing date for nomination.

On behalf of the Brophy Board of Directors, we request that the Board of Supervisors appoint the candidates listed on the enclosed Certificate as follows:

Tom Inderbitzen: 4-year term

Giuseppe Rioni: 4-year term

Please forward to me a copy of the resolution appointing the candidates once the Board of Supervisors has acted on this matter.

10/11/1

Jesse W. Barton

Enc. (1)

cc. Board

Terry Hansen, Registrar of Voters, Suite 107

CERTIFICATE

(Elections Code Section 10515(a)(3))

REQUEST FOR APPOINTMENT OF TWO DIRECTORS OF THE BROPHY WATER DISTRICT UNDER ELECTIONS CODE SECTION 10515.

The undersigned as Acting Secretary of BROPHY WATER DISTRICT does hereby

certify that the number of persons who have filed a Declaration of Candidacy with the

undersigned, for the position of Director, prior to the August 11, 2017 closing date, does

not exceed the number of offices of Director to be filled at that election and that no

Petition signed by ten percent (10%) of the voters or fifty (50) voters, whichever is the

smaller number, in the district, requesting a General District Election, has been presented

to this Officer.

The undersigned does, therefore, request that the Board of Supervisors at a regular or

special meeting held prior to the Monday before the first Friday in December appoint to

the office of Director of the BROPHY WATER DISTRICT for the terms indicated, the

following persons, each of whom have timely filed declarations of candidacy:

Tom Inderbitzen: 4-year term

Giuseppe Rioni: 4-year term

BROPHY WATER DISTRICT

By:

Jesse W. Barton, Attorney and Acting Secretary

Dated: August 17, 2017

TO RAIL TO RAIL TO

BOARDOFSUPERVISORS

AUGUST 8, 2017 - MINUTES

Call to order 9:00 a.m. with Supervisors Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, and Randy Fletcher present. Also present were County Administrator Robert Bendorf and County Counsel Courtney Abril.

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: Andy Vasquez SECOND: Mike Leahy

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

NOES: None ABSENT: None ABSTAIN: None

227/2017 Office of Emergency Services: Adopt a resolution proclaiming existence of ongoing local emergency due to the Oroville Dam Event. Adopted Resolution No. 2017-90

Clerk of the Board of Supervisors: Reappoint David Peitz to Peoria Cemetery District as a Director with a term ending August 13, 2021. Approved

260/2017 Office of Emergency Services: Adopt resolution to proclaim ongoing local emergency due to tree mortality. Adopted Resolution No. 2017-91

261/2017 Office of Emergency Services: Adopt resolution to approve ongoing local emergency proclamation due to Flood Waters. Adopted Resolution No. 2017-92

262/2017 Office of Emergency Services: Adopt resolution to proclaim ongoing local emergency due to Historic Rainfall. Adopted Resolution No. 2017-93

341/2017 Clerk of the Board of Supervisors: Approve meeting minutes of July 18 and 25, 2017. Approved

346/2017 Community Development and Services Agency: Approve plans, specifications and estimate for the Gold Village Drought Resiliency Project and authorize advertisement with a tentative bid opening date of September 6, 2017. Approved

343/2017 Community Development and Services Agency: Receive notice of Final Map TM 2004-0060, The Orchard Phase 6 under review, pending approval. Approved

326/2017 Health and Human Services: Approve agreement with Children's Home Society of California for California Work Opportunity and Responsibility to Kids (CalWORKs) Child Care Services and authorize Chair to execute. (Human Services Committee recommends approval) Pulled from consideration

351/2017 Community Development and Services Agency: Award contract to Drake Haglan and Associates for construction management services for New York House Road Bridge Over Dry Creek Replacement project and authorize Chair to execute agreement upon approval of County Counsel. Approved

352/2017 Community Development and Services Agency: Award contract to Drake Haglan and Associates for professional services for Waldo Road Bridge Over Dry Creek Replacement project and authorize Chair to execute agreement upon approval of County Counsel. Approved

355/2017 Sheriff-Coroner: Approve the Memorandum of Understanding with the Yuba County Office of Education to provide vocational educational programs for female inmates at the Yuba County Jail for the Fiscal Year 2017-2018. Approved

336/2017 Sutter-Yuba Behavioral Health: Adopt resolution authorizing application for No Place Like Home Noncompetative Allocation Funds supporting Regional Housing Project in partnership with Regional Housing Authority and Sutter County. Adopted Resolution No. 2017-94

345/2017 Administrative Services: Adopt resolution approving grant deed granting an easement on 14th Street to the City of Marysville for newly installed sewer line and authorizing Chair to execute. Adopted Resolution No. 2017-95

347/2017 Administrative Services: Adopt resolution pursuant to Section 2.50.060 declaringproperty at 4240 Dan Avenue (APN 014-190-035-000) as surplus and authorizing Director of Administrative Services to sell the property. Adopted Resolution No. 2017-96

334/2017 Sheriff-Coroner: Approve agreement with Yuba County Water Agency for law enforcement services for the limited term May 15, 2017 through September 15, 2017 and authorize Chair to execute. Approved

354/2017 Sheriff-Coroner: Approve Memorandum of Understanding with Yuba County Office of Education to provide vocational educational programs for male inmates at Yuba County Jail for Fiscal Year 2017-2018. Approved

360/2017 Sutter-Yuba Behavioral Health: Adopt resolution dedicating unencumbered Mental Health Services Act Funds for support a regional housing project in partnership with the Regional Housing Authority. Pulled from consideration

SPECIAL PRESENTATIONS

340/2017 Present proclamation recognizing August 2017 Hmong History Month. (Five minute estimate) Vice Chair Vasquez read and presented proclamation.

PUBLIC COMMUNICATIONS

The following individuals spoke regarding recent cultivation activities and deputy shooting:

- Ms. Karen Liggett
- Ms. Margaret Binderup
- Ms. Michele Lee
- Ms. Mary Salvato
- Ms. Colene Weckman

- Mr. Frank Cecil
- Mr. Buck Weckman
- Ms. Marcia Cecil
- Mr. Kike Lee
- Ms. Pam Herger
- Ms. Lesley Clarkson
- Ms. Linda Thompson

Mr. Ron Salven, YCEA Negotiations

COUNTY DEPARTMENTS

290/2017 County Administrator: Adopt resolution supporting creation of Plumas Lake ZIP Code. (Ten minute estimate) Legislative Affairs Coordinator Russ Brown recapped request to have a separate zip code for the Plumas Lake area and responded to Board inquiries.

There were no public comments.

MOTION: Move to adopt

MOVED: Andy Vasquez SECOND: Bradford, Gary

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

NOES: Doug Lofton ABSENT: None ABSTAIN: None

Adopted Resolution No. 2017-97

Administrative Services: Approve Memorandum of Understanding between the Yuba County Sheriff's Department and Yuba County Airport for Miller Day Hall and shooting range use, and authorize Director of Administrative Services to execute the Agreement. (Ten minute estimate) (4/5 vote required) (Roll Call Vote) Administrative Services Director Doug McCoy recapped agreement renewals, change in rate requirement to market rates, and responded to inquiries.

There were no public comments.

MOTION: Move to approve

MOVED: Andy Vasquez SECOND: Bradford, Gary

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

NOES: None ABSENT: None ABSTAIN: None

337/2017 Administrative Services: Approve Memorandum of Understanding between Yuba County Public Works Department and Yuba County Airport for Road Department operations and storage, and authorize Director of Administrative Services to execute. (Ten minute estimate) (4/5 vote required) (Roll Call Vote) Administrative Services Director Doug McCoy recapped agreement renewals, change in rate requirement to market rates, and responded to inquiries.

There were no public comments.

MOTION: Move to approve

MOVED: Andy Vasquez SECOND: Doug Lofton

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

NOES: None ABSENT: None ABSTAIN: None

08/08/2017

301/2017 Community Development: Adopt resolution approving a Joint Exercise of Powers Agreement between the County of Yuba and the City of Wheatland creating the South Yuba Transportation Improvement Authority and designating two members of the Board to serve as the County designated Directors (Fifteen minute estimate) Community Services Director Kevin Mallen recapped joint workshop and formation of committee.

There were no public comments.

MOTION: Move to adopt

MOVED: Andy Vasquez SECOND: Doug Lofton

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

NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2017-98

MOTION: Move to appoint Supervisors Bradford and Lofton as representatives and Supervisor Vasquez as alternate.

MOVED: Andy Vasquez SECOND: Doug Lofton

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

NOES: None ABSENT: None ABSTAIN: None

County Counsel: Adopt resolution declaring its intent to appoint Board of Supervisors to be the Board of Trustees of Smartsville Cemetery District; Schedule a public hearing for September 12, 2017 at 9:00 a.m. on whether the Board of Supervisors should govern the District; and direct the Clerk of the Board to publish notice in accordance with Health and Safety Code 9026(c). (Fifteen minute estimate)

MOTION: Move to adopt

MOVED: Mike Leahy SECOND: Bradford, Gary

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

NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2017-99

ORDINANCES AND PUBLIC HEARINGS

Public Hearing - Hold public hearing and approve Local Agency Formation Commission of Yuba County Conflict of Interest Code. (Clerk of the Board of Supervisors) (Five minute estimate) Clerk of the Board recapped the process for updating codes.

The public hearing was opened. No one came forward.

MOTION: Move to close public hearing and approve MOVED: Andy Vasquez SECOND: Bradford, Gary

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

NOES: None ABSENT: None ABSTAIN: None

CORRESPONDENCE

Two notices from California Central Valley Regional Water Quality Control Board regarding Public Outreach Meetings. Received

Notice from State of California Fish and Game Commission regarding proposed regulatory action relating to commercial fisheries landing requirements. Received

344/2017 Letter from San Mateo County, David Canepa Fifth District Supervisor, regarding "Internet Safe Exchange Zone". Received

Notice from State of California Department of Fish and Wildlife Natural Resources Agency regarding status review for Foothill Yellow-legged Frog. Received

350/2017 Auditor-Controller: Independent Audit Report and Financial Statement for Linda Fire Protection District for Fiscal Year ending June 30, 2016. 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 Leahy: Tour of Oroville Dam

Supervisor Lofton:

- o NACO Annual Conference July 20 24, 2017
- o RCRC Conference September 27-29, 2017
- Visited with deputies involved in incident and commended Dispatch services and Sheriff's response to incident
- o Memorial Adjournment Ms. Vicki Hansen

Supervisor Bradford:

- o Commended Dispatch services and Sheriff's response to incident
- Meetings regarding possible consolidation of First 5 Yuba with Sutter County
- Tour of Oroville Dam

Supervisor Fletcher:

- o NACO Annual Conference July 20 24, 2017
- o Memorial Adjournment Ms. Debbie Arnold

CLOSED SESSION: The Board retired into closed session at 10:10 a.m. and returned at 11:28 a.m.

69/2017 Conference with Legal Counsel - Existing litigation pursuant to Government Code §54956.9(d)(1) - Fellowship of Friends vs. County of Yuba, YCSCCVPT14-0000794. No report

101/2017 Labor Negotiations pursuant to Government Code §54947(a) – DDAA/YCEA / Negotiator Jill Abel and Karen Fassler Direction provided to staff. Direction provided

288/2017 Personnel pursuant to Government Code §54957(b)(1) – Department Head Evaluation/Public Health Officer. Performed

357/2017 Conference with Legal Counsel - Existing litigation pursuant to Government Code 54956.9(d)(1), Folsom Lake Asphalt Inc. vs. Swan Engineering Inc, Yuba County, Randy Hill Construction YCSCCVCV16-0000507. By unanimous vote authority given to staff

ADJOURN: 11:29 a.m. in memory of Ms. Vicki Hansen and Ms. Debbie Arnold

		Chair
ATTEST: DONNA STOTTLEMEYER CLERK OF THE BOARD OF SUPERVISORS		
	Approved:	

BOARDOFSUPERVISORS

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AUGUST 16, 2017 - MINUTES

Call to order 1:06 p.m. with Supervisors Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, and Randy Fletcher present. Also present were County Administrator Robert Bendorf and County Counsel Courtney Abril.

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

COUNTY DEPARTMENTS

362/2017 RECEIVE INFORMATION ON DEPARTMENT BUDGET FOR FISCAL YEAR 2017/2018

Health and Human Services (45 minute estimate) Director Jennifer Vasquez provided a PowerPoint presentation recapping the following and responded to inquiries:

- Veteran Services
- Public Health
- Child Welfare Services
- 14 Forward
- In-Home Supportive Services
- Homeless and Integrated Services
- 2017-2018 Budget
 - Challenges and Efficiencies
- Strategic Plan
- Employee Led Community Outreach

Community Development and Services Agency and Library (45 minute estimate) Director Kevin Mallen introduced management staff, provided a PowerPoint presentation and responded to inquiries.

Environmental Health Director Clark Pickell recapped:

- Annually Permitted and Inspected Facilities
 - Solid Waste and Landfill facilities
 - Certified Unified Program Agency (CUPA)
- Plan Checks and Construction Permits
- Other Investigations and Reporting

Principal Planner Kevin Perkins recapped:

- Changing Public Perception
- Managing Development Code
- Customer Focus

Code Enforcement Manager Jeremy Strang recapped:

- Permits issued
- Open Code Enforcement Cases

Public Works: Community Development Director Kevin Mallen and Project Manager Jason Kopping recapped the following and responded to inquiries:

- Current Construction Projects
- Revenue Projections for the SB1 Gas Tax Funds
- Express TRAK permitting program expansion
- Kiosk-Sycamore Ranch for space reservations
- Gold Village Water Distribution and Waste Water management
- Online permit process

Library Director Kevin Mallen recapped the following and responded to inquiries:

Programs, inventory, and hours

Human Resources (30 minute estimate) Director Jill Abel introduced key staff and recapped the following and responded to inquiries:

- Employee Recruitment
 - o Online Interest Card
- Student Intern and Volunteer Policy
 - Performance Management
 - Coaching and Mentoring
- Employee, Supervisory and Executive Leadership Development Academy's
- Attrition Voluntary and Involuntary
- Workers Comp Claims and Benefits
- Ergonomics and workstation evaluations
- Employee Risk Assessments

Supervisor Leahy left the meeting at 3:10 p.m. and returned at 3:13.

Probations/Sheriff/District Attorney (60 minute estimate) District Attorney Pat McGrath presented a PowerPoint presentation recapping the following commonalities between departments and responded to inquiries:

- Staff, Specialized Prosecution Areas, Case loads
- Realignment impacts
- Workplace Development Recruitment and Retention
- Legislative impacts
- Revenue and Expense Instability

Chief Probation Officer Jim Arnold recapped the following and responded to inquiries:

- Staff Development
- Budget Funding Sources
- Case loads
- Tri-County Juvenile Facility and Camp Singer
- Victim Services

Sheriff Durfor recapped the following and responded to inquiries:

- Staff levels
- Current budget deficient of \$2.7 million
- Immigration and Customs Enforcement Revenue
 - Impacts to staffing levels
 - Additional inspections

District Attorney Pat McGrath advised of possible revenue sources.

Sheriff Durfor urged the Board to consider a sales tax increase.

County Administrator Robert Bendorf advised there would be a workshop in October to consider public safety sales tax.

Supervisor Vasquez left the meeting at 4:41 p.m. and returned 4:43 p.m.

Bi-County Farm Advisor (30 minute estimate) Director Janine Hasey provided a Powerpoint presentation recapping the following and responded to inquiries.

- Research and Education
- UC Master Gardner Program
- CalFresh Nutrition Education Program
- Research, Meetings, Pest management
- Rice Advisor Whitney Brim-DeForest
- 4-H Youth Development Programs
- Forestry and Fire Science Natural Resources Advisor Kate Wilkin

Supervisor Fletcher left the meeting at 4:59 p.m. and did not return.

RECESSED at 5:09 P.M. TO 8:38 A.M. THURSDAY, AUGUST 17, 2017 all members with the exception of Supervisor Vasquez.

County Administrator/Office of Emergency Services (30 minute estimate) County Administrator Robert Bendorf recapped the following and responded to inquiries:

- Staffing levels and Core Administrative Functions
- Legislative tracking and increased social media presence
- Contract and Project Management
- Disaster Planning Business continuity

Treasurer (30 minute estimate) Treasurer Tax Collector Dan Mierzwa provided a PowerPoint presentation and responded to inquiries:

- Treasury Participants and Pool Characteristics
- Average Daily Balance in the Treasury
- Cash Flow History and Analysis

Supervisor Vasquez joined the meeting at 9:23 a.m.

- Portfolio Performance
- Treasury Transactions Incoming/Outgoing Funds
- Potential Impacts related to increased cash deposits
- Tax Collector
- Collection Rates
- Defaulted Properties
- Delinquent Taxes and Payment Plans
- 2017/2018 Budget Revenue Summary
- 2016/2017 Budget Review

Recessed from 9:51 a.m. and returned at 9:55 a.m. with all member present as indicated above.

Auditor (30 minute estimate) Auditor-Controller Rich Eberle provided a PowerPoint presentation on the following and responded to inquiries:

- Financial statements, reporting, and audits
- Technology upgrades
 - Payroll and Timekeeping
- Staffing levels and new positions
- Training for Departments

County Counsel (30 minute estimate) County Counsel Courtney Abril provided a PowerPoint presentation on the following and responded to inquiries:

- Staff and structure
- Legal requests
- Human Resources Risk Management services provided
- Juvenile Appeals and Court Appearances
- Special Projects and Assignments for 2016/2017
- Budget Summary: General Fund and Legal Service Revenue
- Goals and Objectives

Recessed from 10:58 a.m. and returned at 11:04 a.m. with all member present as indicated above.

Information Technology (30 minute estimate) Director Paul LaValley presented a PowerPoint presentation on the following and responded to inquiries:

- Accomplishments and Goals
 - o IT Help Desk
 - Large Projects
 - Cloud storage and security
 - Migration to new technology
- Business Continuity/Disaster Recovery
- Cable Franchise Agreement
- AS400 Replacement

Supervisor Vasquez left the meeting at 11:29 a.m. and returned at 11:32 a.m.

Administrative Services (30 minute estimate) Director Doug McCoy recapped the following:

- Purchasing
- Financial Services Updates
- Capital Projects and tracking Sheriff and Tri-County Juvenile Hall facility
- Minor Facility Remodeling
- ADA Compliant projects

Agricultural Commissioner/Weights and Measures (30 minute estimate) Director Stephen Scheer provided a PowerPoint presentation and responded to inquiries:

- 2016 Crop Report
- Agricultural Commodities
- Exports, Permits, and Farmer's Market Certificates
- Revenue Sources
- Pesticide Use Enforcement
- Weights and Measures Program and Equipment

Supervisor Fletcher left the meeting at 1:12 p.m. and did not return.

Sutter Yuba Behavioral Health (30 minute estimate) Director Tony Hobson introduced staff, provided a power point presentation including the following and responded to inquiries:

- Budgeted Funding Sources
- Staffing levels, Patients Served and Costs Related
- Service Locations
- Prevention and Early Intervention Programs
- Recapped issues for FY 2017/2018.

Clerk Recorder/Registrar of Voters (30 minute estimate) Clerk Recorder/Registrar of Voters Terry Hansen recapped the following and responded to inquiries:

- Clerk Recorder staffing levels
- 291 Births as of 05/01/2017
- Disaster Recovery Plan
- Dedicated public computer for data access
- Online Accessibility of vital records, deaths, births and marriage applications
- Elections staffing levels
- Social Media presence
- Voter data base linking counties

Supervisor Lofton left the meeting at 1:56 p.m. and returned at 2:00 pm.

Public Guardian/Conservator (30 minute estimate) Public Guardian Wenny McCleary provided a PowerPoint presentation and responded to inquiries.

- Referral Sources
- 2016-2017 Case loads
- Targeted Case Management Assessments for 2015/2016
- Funding Sources
- Accomplishments and Goals

Child Support Services (30 minute estimate) Director Tina Taylor introduced staff and provided a PowerPoint presentation and responded to inquiries.

- Program Description
- Funding Sources
- Services Provided
- Federal Performance Measures and State Compliance Requirements
- Collections
- Outreach activities
- Distribution and Allocation of Child Support funds
- Goals and Objectives

AD	TOI	TONT	-42.0	M D M
Aυ	リし	UKN	at 3:0	00 P.M.

		Chair
ATTEST: DONNA STOTTLEMEYER CLERK OF THE BOARD OF SUPERVISORS		
	Approved:	

Board of Supervisors

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TO: Board of Supervisors

FROM: Clerk of the Board of Supervisors, Donna Stottlemeyer

SUBJECT: Reappoint Roland D'Arcy as a Director to Browns Valley Cemetery District with a

term ending September 10, 2021.

DATE: September 12, 2017

NUMBER: 408/2017

Recommendation

Reappoint Roland D'Arcy as a Director to Browns Valley Cemetery District with a term ending September 10, 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. Roland D'Arcy's term. Mr. D'Arcy has been in service on the Browns Valley Cemetery District since September 10, 2013 and would like to continue serving in this capacity.

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

Committee Action:

None required.

Fiscal Impact:

None due to appointment.

County Clerk/Recorder/Registrar of Voters



FROM: County Clerk/Recorder/Registrar of Voters, Terry A. Hansen

SUBJECT: Elections: Adopt resolution appointing candidates in lieu of election.

DATE: September 12, 2017

NUMBER: 410/2017

Recommendation

Adopt resolution appointing members in lieu of election to the Board of Directors for Special Districts pursuant to Elections Code §10515.

Background

The Board of Supervisors, as the Supervising Authority, is required to make appointments when on the 83rd day prior to the District Election:

- 1. A petition signed by 10 percent of the voters or 50 voters, whichever is the smaller number in the district or division if elected by division, requesting that the general district election be held has not been presented; and
- 2. Only one person has filed a declaration of candidacy for any elective office to be filled at that election, or
- 3. No one has filed a declaration of candidacy for such an office, or
- 4. In the case of directors to be elected from the district at large, the number of persons who have filed a declaration of candidacy for director at large does not exceed the number of offices of director at large to be filled at the election, or
- 5. In the case of directors who must reside in a division but be elected at large, the number of candidates for directed at large from a division does not exceed the number required to be elected at large while residing in that division.



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Discu	CCION
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Included in background information.

Committee Action:

None

Fiscal Impact:

None

Attachments

 $410/2017 \ Resolution$ to Appoint Candidates in Lieu of Election $410/2017 \ Certificate$ of Facts for Special Districts

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA

APPOINT MEMBERS IN LIEU OF)		
ELECTION TO THE BOARD OF)		
DIRECTORS FOR SPECIAL)		
DISTRICTS)	RESOLUTION NO.	

WHEREAS, the County Clerk of the County of Yuba has determined the number of candidates for the office of director of the specified districts does not exceed the number of seats to be filled at the forthcoming district election on November 7, 2017; and

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

District 10/Hallwood Community Services District	
Candidate	Term
Jeremy Damon	4 Yrs
Jon Messick	4 Yrs
Mark Vincent Harrison	4 Yrs
Dobbins-Oregon House Fire Protection District	
Candidate	Term
William M. Rogers	4 Yrs
Kimberly Hawthorne	4 Yrs
·	
Camptonville Community Services District	
Candidate	Term
Lisa Camille Burns	2 Yrs
Theodore L. Sapp	4 Yrs
Rita E. Ortega	4 Yrs

Smartsville Fire Protection District	
Candidate	Term
Dan Zuber	4 Yrs
Larry L. Potter Jr.	4 Yrs

WHEREAS, no Declaration of Candidacy was filed for the River Highlands Community Services District Governing Board; and

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

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

NOW, THERFORE, BE IT RESOLVED, the Yuba County Board of Supervisors hereby appoints the persons listed below for the terms set forth as director of the specified districts to serve in such capacities from noon on December 1, 2017 until the expiration of the term.

District 10/Hallwood Community Services District

Candidate	Term
Jeremy Damon	4 Yrs
Jon Messick	4 Yrs
Mark Vincent Harrison	4 Yrs

Dobbins-Oregon House Fire Protection District

Candidate	Term
William M. Rogers	4 Yrs
Kimberly Hawthorne	4 Yrs

Candidate	Term
Lisa Camille Burns	2 Yrs
Theodore L. Sapp	4 Yrs
Rita E. Ortega	4 Yrs
Smartsville Fire Protection District	
Candidate	Term
Dan Zuber	4 Yrs
Larry L. Potter Jr.	4 Yrs
	alar meeting of the Board of Supervisors of the day of, 2017 by the
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Chairman
ATTEST: DONNA STOTTLEMEYER CLERK OF THE BOARD OF SUPERVISORS	5

Camptonville Community Services District

COURTNEY ABRIL YUBA COUNTY COUNSEL APPROVED AS TO FORM:

Contray C +m

	I, TERRY A. HANSI	EN, County Clerk/Registrar of Voters of the C	ounty of Yuba,	
Califo	rnia, under Elections (Code §10515 certify that by 5:00 p.m. on the 8	3 rd day prior to	
Nover	mber 7, 2017 the date	e fixed by Law for the general district election	for the office of	
Direct	or of the Camptonvill	e Community Services (District) the following,	as marked "X",	
exists	-	, , ,	,	
	Only one person has filed	a declaration of candidacy for such office to be filled at such	election.	
	No one has filed a declarate	tion for candidacy for such office.		
	In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.			
	In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.			
\boxtimes	A petition signed by 10 percent of the voters or 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.			
meeting		of Supervisors, as supervising authority of the District, at a before the first Friday in December in which the election		
\boxtimes	The person or persons who	have filed declarations of candidacy:		
	Name	Address	Term	
	mille Burns	16800 Garden Valley Rd, Camptonville, CA 95922	2 years	
	re L. Sapp	15306 Pike City Rd, Camptonville, CA 95922	4 years	
Rita E.	Ortega	16448 State Hwy 49, Spc 4, Camptonville, CA 95922	4 years	
because		office who is qualified on the date when the election wou ration of candidacy for the office. The District recomme		
	Name	Address	Term	
The per for such		lify and take office and serve exactly as if elected at a gene	eral district election	
	ndersigned, certify under pe I correct.	enalty of perjury under the laws of the State of California th	at the foregoing is	
Dated:	08/17/2017	TERRY A HANSEN, COUNTY CLERK/ REGISTRAR	OF VOTERS	
		A observe Charles		

	I, TERRY A. HANS	EN , County Clerk/Registrar of Voters of the C	ounty of Yuba,	
Califo	rnia, under Elections (Code §10515 certify that by 5:00 p.m. on the 8	3 rd dav prior to	
		te fixed by Law for the general district election		
Direct	or of the District 10-H	allwood Community Services (District) the follow	wing, as marked	
"X", ex	kists:			
	Only one person has filed a	a declaration of candidacy for such office to be filled at such	election.	
	No one has filed a declaration for candidacy for such office.			
\boxtimes	In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.			
	In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.			
\boxtimes		percent of the voters or 50 voters, whichever is the smaled by division, requesting that the general district election be reconducting the election.		
meeting		of Supervisors, as supervising authority of the District, at a before the first Friday in December in which the election		
\boxtimes	The person or persons who	have filed declarations of candidacy:		
	Name	Address	Term	
Jeremy		2781 Walnut Ave, Marysville, CA 95901	4 years	
Jon Mes	ncent Harrison	7652 Plantz Rd, Unit F, Marysville, CA 95901 7307 Ames Rd, Marysville, CA 95901	4 years 4 years	
And because	appoint any person to the	office who is qualified on the date when the election wou ration of candidacy for the office. The District recomm	uld have been held	
	Name	Address	Term	
The per for such		lify and take office and serve exactly as if elected at a gene	eral district election	
	ndersigned, certify under pe l correct.	enalty of perjury under the laws of the State of California th	nat the foregoing is	
Dated:	08/17/2017	TERRY A HANSEN, COUNTY CLERK/REGISTRAR C	OF VOTERS	

By: Ashlep Stothemeyer

Nove	rnia, under Elections mber 7, 2017 , the da	EN, County Clerk/Registrar of Voters of the Code §10515 certify that by 5:00 p.m. on the te fixed by Law for the general district election egon House Fire Protection (District) the follows:	83 rd day prior for the office	to of
"X", ex		egon flouse fire Frotection (District) the long	willy, as mark	su
Λ, 6/	Noto.			
	Only one person has filed	a declaration of candidacy for such office to be filled at suc	h election.	
	No one has filed a declara	ation for candidacy for such office.		
\boxtimes	In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.			
		who must reside in a division but be elected At Lat Large from a division does not exceed the number redisiding in that division.		
\boxtimes		percent of the voters or 50 voters, whichever is the smeed by division, requesting that the general district election ber conducting the election.		
meeting	st the Yuba County Board held prior to the Monday to such office or offices:	of Supervisors, as supervising authority of the District, at before the first Friday in December in which the election	a regular or spec	ial as
\boxtimes	The person or persons wh	o have filed declarations of candidacy:		
	Name	Address	Term	
	M. Rogers	7530 H Collins Lake Rd, Browns Valley, CA 95918	4 years	
Kimberl	y Hawthorne	14476 Seward Ln, Oregon House, CA 95962	4 years	
because	appoint any person to the no person filed a declas) be appointed:	e office who is qualified on the date when the election wo aration of candidacy for the office. The District recomm	ould have been he nends the following	eld ng
	Name	Address	Term	
			-	
The per		alify and take office and serve exactly as if elected at a gen	neral district election	on
	onice.			
		enalty of perjury under the laws of the State of California	that the foregoing	
true and	ndersigned, certify under p	enalty of perjury under the laws of the State of California TERRY A HANSEN, COUNTY CLERK/REGISTRAR		

	I, TERRY A. HANS	EN , County Clerk/Registrar of Voters of the	County of Yuba,
Califo	rnia, under Elections	Code §10515 certify that by 5:00 p.m. on the	83 rd day prior to
Nove	mber 7, 2017, the dat	te fixed by Law for the general district election	n for the office of
Direct	or of the Smartsville F	ire Protection (District) the following, as marked	d "X", exists:
	Only one person has filed	a declaration of candidacy for such office to be filled at suc	ch election.
	No one has filed a declarate	tion for candidacy for such office.	
		be elected from the district At Large, the number of person or director At Large does not exceed the number of office of the number of person of the number of the number of the number of person of the number	
		who must reside in a division but be elected At La Large from a division does not exceed the number reiding in that division.	
		percent of the voters or 50 voters, whichever is the smed by division, requesting that the general district election or conducting the election.	
meeting		of Supervisors, as supervising authority of the District, a before the first Friday in December in which the electio	
K2	The second second second second	- bassa filad da da sharakinan af annalida ass	
\boxtimes		o have filed declarations of candidacy:	
	Name	Address	Term
Dan Zu	Name ber	Address 8322 Smartville Rd, Smartsville, CA 95977	4 years
Dan Zu	Name	Address	
Dan Zu Larry L And becaus	Name ber Potter Jr. appoint any person to the	Address 8322 Smartville Rd, Smartsville, CA 95977 7252 State Highway 20, Smartsville CA 95977 e office who is qualified on the date when the election water attended to the office. The District recommendation of candidacy for the office.	4 years 4 years vould have been held
Dan Zu Larry L And becaus	Name ber Potter Jr. appoint any person to the e no person filed a decla	Address 8322 Smartville Rd, Smartsville, CA 95977 7252 State Highway 20, Smartsville CA 95977 e office who is qualified on the date when the election w	4 years 4 years vould have been held
Dan Zu Larry L And becaus	Name ber Potter Jr. appoint any person to the e no person filed a decla (s) be appointed:	Address 8322 Smartville Rd, Smartsville, CA 95977 7252 State Highway 20, Smartsville CA 95977 e office who is qualified on the date when the election water attended to the office. The District recommendation of candidacy for the office.	4 years 4 years vould have been held nmends the following
Dan Zu Larry L And becaus	Name ber Potter Jr. appoint any person to the e no person filed a decla (s) be appointed:	Address 8322 Smartville Rd, Smartsville, CA 95977 7252 State Highway 20, Smartsville CA 95977 e office who is qualified on the date when the election water attended to the office. The District recommendation of candidacy for the office.	4 years 4 years vould have been held nmends the following
Dan Zu Larry L And becaus person(Name ber Potter Jr. appoint any person to the e no person filed a decla (s) be appointed: Name rson(s) appointed shall qua	Address 8322 Smartville Rd, Smartsville, CA 95977 7252 State Highway 20, Smartsville CA 95977 e office who is qualified on the date when the election water attended to the office. The District recommendation of candidacy for the office.	4 years 4 years yould have been held mends the following Term
Dan Zu Larry L. And Decaus person The perfor such I, the u	Name Der Der Der Der Der Der Der Der Der D	Address 8322 Smartville Rd, Smartsville, CA 95977 7252 State Highway 20, Smartsville CA 95977 e office who is qualified on the date when the election water attended to the office. The District recommendation of candidacy for the office. Address	4 years 4 years yould have been held amends the following Term eneral district election
Dan Zu Larry L And becaus person The perfor such I, the u true and	Name Decripe Potter Jr. Name Potter Jr. Decripe Potter Jr. Name Potter Jr. Decripe Potter Jr. Name Po	Address 8322 Smartville Rd, Smartsville, CA 95977 7252 State Highway 20, Smartsville CA 95977 e office who is qualified on the date when the election was a contraction of candidacy for the office. The District recommendation of candidacy for the office and serve exactly as if elected at a general server exactly as if elected	4 years 4 years yould have been held amends the following Term eneral district election a that the foregoing is

Health and Human Services Department

A PORTOR

TO: Board of Supervisors

FROM: Health and Human Services Department

Jennifer Vasquez, Director

Homer Rice, MPH, PhD, Health Administrator

SUBJECT: Resolution Authorizing the Director to apply for Oral Health Program grant funds

for the period of January 1, 2018 through June 30, 2022, and execute the grant

agreement and other pertinent documents

DATE: September 12, 2017

NUMBER: 407/2017

Recommendation

Approve the Resolution of the Board authorizing the Director of the Health and Human Services Department (HHSD) to apply for the California Department of Public Health (CDPH) Oral Health Program Grant for the period of January 1, 2018, through June 30, 2022; and further authorize the Director to execute all documents as required by the application and the resultant grant for the stated period; amend contracts for additional or lesser funding; execute amendments or memorandums of understanding developed under this grant if the allocation, or a portion thereof, is awarded; and accept, transfer and allocate the grant funds.

Background

The State of California has made grant funds available through the CDPH Oral Health Program to promote effective oral health practices among parents, childcare providers, Maternal, Child and Adolescent Health (MCAH) programs, and primary health care providers.

Discussion

Yuba County's funding award for the stated period is \$164,458 per year with an anticipated total five year funding amount of \$822,291. Approval of the Board Resolution will authorize HHSD to apply for the funds and will authorize the Director to execute the resultant grant agreement and other related documents.

Committee Action:

The Human Services Committee was by-passed due to time constraints. The State notification of funding was received August 10, 2017 and the State's tentative timeline for submission of the grant application is September 20, 2017.

Fiscal Impact:

General Fund: None Non-General Fund: None

Source of Funds: Approximately \$164,458 per fiscal year from the CDPH Oral Health

Program grant

Attachments

407/2017 - Resolution for the Oral Health Program Grant

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA

RESOLUTION AUTHORIZING THE HEALTH	H)	
AND HUMAN SERVICES DEPARTMENT)	
(HHSD) DIRECTOR TO APPLY TO THE)	
CALIFORNIA DEPARTMENT OF PUBLIC)	
HEALTH ORAL HEALTH PROGRAM)	
GRANT FOR THE PERIOD OF JANUARY 1,	,)	
2018, THROUGH JUNE 30, 2022, AND) Resolution No	
FURTHER AUTHORIZE THE HHSD)	
DIRECTOR TO ENTER INTO AGREEMENT)	
AND EXECUTE DOCUMENTS AS)	
REQUIRED BY THE GRANT AND TO)	
ACCEPT, TRANSFER AND ALLOCATE	1	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1	
THE GRANT FUNDS IN ACCORDANCE)	

WHEREAS, the State of California has made grant funds available through the California Department of Public Health (CDPH) Oral Health Program (OHP) to promote effective oral health practices among parents, childcare providers, Maternal, Child and Adolescent Health (MCAH) programs, and primary health care providers; and

WHEREAS, the Health and Human Services Department (HHSD), Public Health Division, was invited to submit a grant application for the OHP grant for the term of January 1, 2018, through June 30, 2022. The funding award for Yuba County will be \$164,458 per year with an anticipated total five year funding amount of \$822,291; and

WHEREAS, it is in the best interest of its residents for the County of Yuba to apply for and utilize the grant funds to help ensure the oral health needs of pregnant women, mothers, children, and adolescents, particularly those who are low income residents of the County of Yuba.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba as follows: that the submission of an application to the California

Department of Public Health for the Oral Health Program grant is hereby authorized; and

BE IT FURTHER RESOLVED by the Yuba County Board of Supervisors that the Director of the Health and Human Services Department is hereby authorized to: execute, subject to review and approval of County Counsel, all documents as required by the application and the resultant grant for the stated period; amend contracts for additional or lesser funding; execute amendments or memorandums of understanding developed under this grant if the allocation, or a portion thereof, is awarded; and accept, transfer and allocate the grant funds for the period of January 1, 2018, through June 30, 2022. A copy of the said contract or any amendment thereto shall be filed in the office of the Clerk of the Board, County of Yuba.

PASSED AND ADOPTED at a regulative County of Yuba, State of California, on 2017, by the following vote:	ar meeting of the Board of Supervisors of the,
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
ATTEST: DONNA STOTTLEMEYER	Chair
Clerk of the Board of Supervisors	
By:	
	APPROVED AS TO FORM
	Courtney C. Abril,

Yuba County Counsel

The County of Yuba

Health and Human Services Department

TO: Board of Supervisors

FROM: Health and Human Services Department

Jennifer Vasquez, Director

Homer Rice, Health Administrator

SUBJECT: Health and Human Services: Approve the Children's Medical Services (CMS) Plan

and Fiscal Guidelines for FY 17/18 and authorize the Chair to sign the two (2) CMS

Certification Statements included in the plan.

DATE: September 12, 2017

NUMBER: 416/2017

Recommendation

Approve Children's Medical Services (CMS) Plan and Fiscal Guidelines for FY 17/18 and authorize the Chair to sign the two CMS Certification Statements included in this plan.

Background

The Department of Health Care Services (DHCS) has delegated the responsibility of administering the CMS program, which includes Child Health and Disability Prevention (CHDP), California Children Services (CCS) and the Health Care Program for Children in Foster Care (HCPCFC) to county health departments. DHCS allocates administrative funds to the Public Health Division of the Health and Human Services Department to provide these ongoing mandated services upon the submission and approval of the CMS Plan Guidelines.

Discussion

The CMS Plan and Fiscal Guidelines for FY 2017-2018 includes the combined plan, budget, and scope of work to continue the administration of the CHDP, CCS and HCPCFC programs in Yuba County. The budget for these programs is estimated to be \$928,463; which includes the CHDP budget of \$170,438, the HCPCFC budget of \$235,121, and the CCS budget of \$522,904. This revenue source covers salaries



and benefits for seven (7) Full Time Employees in addition to the costs of services and supplies associated with administering these programs.

Committee Action:

The Human Services Committee was bypassed as this is a routine annual request and there is no General Fund Impact. There are no significant changes to the Plan.

Fiscal Impact:

General Fund: None Non General Fund: \$87,465

Source of Funds: County match requirement for CCS and CHDP Programs will be funded

through Health Realignment Funds.

Attachments

416/2017 CMS Plan and Fiscal Guidelines for FY 17/18

Children's Medical Services (CMS)
California Children's Services (CCS)
Child Health & Disability Prevention (CHDP)
Health Care Program for Children in Foster Care
(HCPCFC)
Psychotropic Medication Monitoring & Oversight
(PMM&O)

Plan Guidelines

FY 2017-2018

Children's Medical Services California Children's Services (CCS) Child Health & Disability Prevention (CHDP) Health Care Program for Children in Foster Care (HCPCFC)

Psychotropic Medication Monitoring & Oversight (PMM&O)

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	В.	New, Renewed, or Revised IAA's/MOU's:	
		 MOU between Yuba County Health and Human Services 	
		Dept: and Blue Cross of California Partnership Plan, Inc	N/A
		2. MOU between Yuba County Health and Human Services	
		Dept. and California Health and Wellness Plan	N/A
		3. Vision MOU between Yuba County Health and Human	
		Services Dept. and E-Center Head Start	N/A
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	G.	CCS Medical Therapy Program Claims Preparation Budget – Optional 1. Budget Summary	N/A
		2. Budget Worksheet	N/A
		3. Budget Justification Narrative	N/A

ATTACHMENT C

Children's Medical Services Plan and Fiscal Guidelines

Plan and Budget Required Documents Checklist MODIFIED FY 2017-2018

Ç	ounty	//City:	Yuba	Fiscal Year:	2017-2018
			Document		
1.	Che	cklist			Yes
2.	Age	ncy Inf	ormation Sheet		Yes
3.	Cer	tificatio	n Statements		Yes
	Α. (Certifica	tion Statement (CHDP) – Original and one photocopy		Yes
	В. (Certifica	tion Statement (CCS) – Original and one photocopy		Yes
4.	Age	ncy De	scription		Land Land Land Land Land Land Land Land
	A.	Brief	Narrative		Yes
	B.	Organ	nizational Charts for CCS, CHDP, HCPCFC and PMM	&O	Retain locally
	C.	ccs	Staffing Standards Profile		Yes
	D,	Incun	nbent Lists for CCS, CHDP, HCPCFC and PMM&O		Yes
	E.		Service Classification Statements – Include if <u>newly ex</u> sed, or revised	stablished,	Yes
	F.	Duty	Statements – Include if newly established , proposed	, or revised	Yes
5.			ation of Performance Measures – Performance Mea are due November 30, 2017.	sures for FY	N/A
6.	Dat	a Form	S		
		CHDI	Program Referral Data		Yes
7.	Mer	norand	a of Understanding and Interagency Agreements I	_ist	
	A.	MOU	/IAA List		Yes
	В.	New,	Renewed, or Revised MOU or IAA		Yes
	C.	CHD	PIAA with DSS biennially		Yes
	D.	Interd	lepartmental MOU for HCPCFC biennially		Yes
8.	Buc	igets			
	A.	CHD	P Administrative Budget (No County/City Match)		
		1.	Budget Summary		Yes
		2.	Budget Worksheet		Yes
		3.	Budget Justification Narrative		Yes
	В.	CHDI	P Administrative Budget (County/City Match) - Options	al	
		1.	Budget Worksheet		Yes
		2.	Budget Justification Narrative		Yes
		3.	Budget Justification Narrative		Yes
	C.	HCP	CFC Administrative Budgets		THE RESIDENCE
		1.	Budget Summary		Yes

ATTACHMENT C

Children's Medical Services Plan and Fiscal Guidelines

Count	y/City:	Yuba	Fiscal Year: _	2017-2018
		Document		
	2.	Budget Worksheet		Yes
	3.	Worksheet to Determine Healthy Families Funding So	ource	N/A
	4.	Budget Justification Narrative		Yes
D.	HCPC	CFC Administrative Budgets (County/City Match) - Opti	onal	ALLEAN SOUND STATE
	1,	Budget Summary		Yes
	2.	Budget Worksheet		Yes
	3.	Budget Justification Narrative		Yes
Ε.	PMM	&O Administrative Budgets		
	1.	Budget Summary		Yes
	2.	Budget Worksheet		Yes
	3.	Budget Justification Narrative		Yes
F,	ccs	Administrative Budget		Management of Anna Control
	1.	Budget Summary		Yes
	2.	Budget Worksheet		Yes
	3.	Budget Justification Narrative		Yes
G.	Other	Forms		
	1.	County/City Capital Expenses Justification Form		Yes, if applicable
	2.	County/City Other Expenses Justification Form		Yes, if applicable
) .	Mana	gement of Equipment Purchased with State Funds		
	1.	Contractor Equipment Purchased with DHCS Funds (DHCS1203)	Form	If applicable
	2.	Inventory/Disposition of DHCS Funded Equipment Fo (DHCS1204)	orm	If applicable
	3.	Property Survey Report Form (STD 152)		If applicable

Agency Information Sheet

County/	City:	Yuba County		Fiscal Year: 2017-2018
		Off	icial Agency	/
Name:		County of Yuba (Health and Human Services Agency)	Address:	5730 Packard Ave., Ste. 100
Health C	fficer	Nichole Quick, MD, MPH		Marysville, CA 95901
- AT 144 CHAI	MINING WANTED THE PROPERTY WHI	CMS Dire	ctor (if appl	icable)
Name:	01-101-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	NEW PERSON AND AND AND AND AND AND AND AND AND AN	Address:	
Phone:	<u> </u>		_	
Fax:			E-Mail:	
		CCS	Administrat	tor
Name:	Kelli I	DiVecchia, PHN III	Address:	5730 Packard Ave., Ste. 100
Phone:	530-7	49-6831	_	Marysville, CA 95901
Fax:	530-7	49-6397	E-Mail:	kdivecchia@co.yuba.ca.us
		CH	IDP Director	r
Name:	Nicol	e Quick, M.D., MPH	Address:	5730 Packard Ave., Ste. 100
Phone:	530-7	749-6366	_	Marysville, CA 95901
Fax:	530-7	49-6397	– E-Mail:	nquick@co.yuba.ca.us
		CHDP	Deputy Dire	ctor
Name:	Cher	yl Andersen, PHN II	Address:	5730 Packard Ave., Ste. 100
Phone:	530-7	⁷ 49-6454	1900 v	Marysville, CA 95901
Fax:	530-7	749-6397	E-Mail:	candersen@co.yuba.ca.us
		Clerk of the Board o	f Superviso	rs or City Council
Name:	Donn	a Stottlemeyer	Address:	915 8 th Street, Ste. 109
Phone:	530-7	749-7510	_	Marysville, CA 95901
Fax:	530-7	749-7353	E-Mail:	dstottlemeyer@co.yuba.ca.us
The last constant and solution and the	NICHT COMMINICATION	Director of S	ocial Servic	es Agency
Name:	Jenni	ifer Vasquez		5730 Packard Ave., Ste. 100
Phone:	530-7	749-6380	_	Marysville, CA 95901
Fax:	530-7	749-6281	– E-Mail:	jvasquez@co.yuba.ca.us
		Chief F	robation Of	ficer
Name:	Jim A	vrnold		215 5 th Street
Phone:	530-7	749-7550		Marysville, CA 95901
Fax:	530-7	749-7364	E-Mail:	jarnold@co.yuba.ca.us

Children's Medical Services Plan and Fiscal Guidelines

Certification	n Statement - Child Health and Di	sability Prevention (CHDP) Program
County/City:	Yuba County	Fiscal Year: 2017-2018
Code, Division and Institution: and 14200), Waregulations profurther certify the Fiscal Guidelir I further certify governing and to Title XIX of CHDP Program	in 106, Part 2, Chapter 3, Article 6 (coming code), Division 9, Part 3, Chapters 7 and Velfare and Institutions Code Section 16 and Institutions Chapter will comply with the Manual, including but not limited to a that this CHDP Program will comply will regulating recipients of funds granted the Social Security Act (42 U.S.C. Section may be subject to all sanctions or other code, and in the sanctions of the sanctions or other code, and in the sanctions of the sanctions or other code, and in the sanctions of t	rticle, those Chapters, and that section. In the Children's Medical Services Plan and Section 9 Federal Financial Participation. With all federal laws and regulations to states for medical assistance pursuant tion 1396 et seq.). I further agree that this
Signature of C	CHDP Director	Date Signed
Signature of D	Director or Health Officer	Date Signed
Signature and	Title of Other – Optional	Date Signed
I certify that th	nis plan has been approved by the local	governing body.
Signature of L	ocal Governing Body Chairperson	Date
(APPROVED AS TO FORM COURTNEY C. ABRIL COUNTY COUNSEL	

YUBA COUNTY

Children's Medical Services Plan and Fiscal Guidelines

Certification Statement - California Children's Services (CCS)

Fiscal Year: 2017-2018

	
I certify that the CCS Program will comply with all applical Safety Code, Division 106, Part 2, Chapter 3, Article 5, (content 123800) and Chapters 7 and 8 of the Welfare and Institut Sections 14000-14200), and any applicable rules or regular pursuant to this article and these Chapters. I further cert comply with the Children's Medical Services Plan and Fisincluding but not limited to, Section 9 Federal Financial Fithis CCS Program will comply with all federal laws and regulating recipients of funds granted to states for medical XIX of the Social Security Act (42 U.S.C. Section 1396 et allotted to states for the Maternal and Child Health Service Title V of the Social Security Act (42 U.S.C. Section 701 CCS Program may be subject to all sanctions or other reprogram violates any of the above laws, regulations and certified it will comply.	commencing with Section tions Code (commencing with plations promulgated by DHCS ify that this CCS Program will scal Guidelines Manual, Participation. I further certify that egulations governing and all assistance pursuant to Title t seq.) and recipients of funds ces Block Grant pursuant to et seq.). I further agree that this medies applicable if this CCS
	1 5 1 5
Signature of CCS Administrator	Date Signed
Signature of CCS Administrator	Date Signed
Signature of Director or Health Officer	Date Signed
Signature and Title of Other - Optional	Date Signed
I certify that this plan has been approved by the local government	verning body.
Signature of Local Governing Body Chairperson	Date
APPROVED AS TO FORM	
COURTNEY C. ABRIL	
COUNTY COUNSEL	
BY: Ander New /	

County/City: Yuba County

Brief Narrative

The Public Health Division is part of the Health and Human Services Department which also includes CHDP's partners in Public Assistance (also referred to as Social Services or Eligibility) and Children's Services Division (also referred to as Child Welfare Services). Yuba County's Child Health and Disability Prevention Program (CHDP) and the California Children's Services (CCS) Program are located within the Yuba County Public Health Division.

Yuba County's CHDP program is part of the Children's Medical Services (CMS) Unit which includes the California Children's Services (CCS), Health Care Program for Children in Foster Care (HCPCFC), and the Psychotropic Medication Monitoring and Oversight Program (PMM&O). The CMS unit is directly supervised by a Supervising Public Health Nurse I or designee. The CMS unit is one of two nursing units within the Public Health Division which has oversight provided by the Health Administrator and Health Officer (Director of CHDP). The CHDP and PMM&O programs are stationed in the Public Health Division and the HCPCFC nurse is located in the Child Welfare Services Division. The CMS programs collaborate with each other and receive additional direction from Department of Health Care Services Systems of Care Division Children's Medical Services Branch.

Yuba County has conducted and/or participated in the following activities during this past fiscal year (2016-2017):

- CHDP collaborated with E-Center and conducted a vision training September 12, 2016 for CHDP fee-forservice (FFS) providers.
- CHDP worked with E-Center and conducted an audiometric training on April 3, 2017 for CHDP (FFS) providers.
- CHDP collaborated with Maternal Child and Adolescent Health (MCAH) program and the Yuba County Help Me Grow Program by encouraging the pediatricians to utilize the Ages and Stages Questionnaire 3 (ASQ-3).
 - CHDP conducted the following trainings for two pediatric offices: ASQ-3 & ASQ:SE2 training, and an ASQ Online Training.
- CHDP collaborated with MCAH in an ongoing local oral health program with CHDP's emphasis on educating local CHDP providers on children's oral health needs.
- HCPCFC and CHDP will continue to work with the Children's Welfare Services division in the PMM&O program.

CHDP's fiscal year 2017-2018 goals are to continue to collaborate with E-Center for vision and audiometric trainings for the local FFS providers. In addition, CHDP will continue to work with MCAH and Yuba County Help Me Grow. Yuba County will also move forward with planning and implementing the activities in the CHDP Activity Implementation Summary.

Yuba County is a CCS dependent county under the direction of the CCS Dependent County Operations Section (DCOS). CHDP staff, the CCS Administrator, the CCS Case Manager, and the CCS Nurse Case Managers collaborate in performing CMS functions. The CCS Case Manager informs eligible CCS clients of the CHDP program and provides CHDP brochures. The CCS Nurse Case Managers review all requests for needed medical services and intervene in high-risk client case management. The HCPCFC PHN makes referrals to the CCS program and assists CCS staff with foster children on their caseload as needed. Since the entire CMS unit is located in the same building, the three programs network on a regular basis.

State of California - Health and Human Services Agency Department of Health Care Services - Children's Medical Services

Incumbent List - Child Health and Disability Prevention Program

For FY 2017-18, complete the table below for all personnel listed in the CHDP budgets. Use the same job titles for both the budget and the incumbent list. Total percent for an individual incumbent should not be over 100 percent.

service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City: Yuba

Fiscal Year: 2017-2018

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Job Title	Incumbent Name	FTE % on CHDP No County/ City Match Budget	FTE % on CHDP County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Supervising PHN I	Nelly Camarena	4%	%0	30% CCS, 20% AFLP, 12% CLPPP, 34% General	Sə	No
Deputy Director, PHN II	Cheryl Andersen	25%	15%	18% PMM&O, 5% HCPCFC, 7% Lead, 30% General	Yes	No
PHN III	Kelli Di Vecchia	4%	%0	85% CCS, 11% General	Yes	No
PHN I / II	Kimberly Agcopra	25%	15%	25% Lead, 35% General	Yes	oN
H/ I / II	Alexandra Hadley	%0	2%	85% HCPCFC, 10% General	Yes	8
Office Specialist	Kathleen Harriger	25.5%	None	30% CCS, 44.5% General	Yes	oN
Office Assistant	Veronica Villalobos	%5	None	10% CCS, 85%General	Yes	Š.
Accounting Technician	Liz Langley	3.73%	None	35% CCS, 61.27% Social Services	Yes	o Z

CMS PLAN FY 2017-2018

Incumbent List - Health Care Program for Children in Foster Care Psychotropic Medication Monitoring and Oversight Activities

For FY 2017-2018, complete the table below for all personnel listed in the HCPCFC, HCPCFC Psychotropic Medications Monitoring & Oversight (PMM&O) and CHDP Foster Care Administrative (County/City) budgets (applicable to HCPCFC only). Use the same job titles for the budgets and the incumbent list. Total percent for an individual incumbent should not be over 100 percent. Specify whether job duty statements or civil service classification statements have been revised or changed in the last fiscal year. Submit job duty statements and previously accepted, submit job duty statements and civil service classification statements for all incumbent's listed and funded with PMM&O funds. civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for enhanced and non-enhanced job duties or activities. If a PMM&O budget was not

County/City: Yuba				Fiscal Year: 2017-2018	2017-2018		
Job Title	Incumbent Name	FTE % on HCPCFC - Budget	FTE % on HCPCFC - PMM&O Budget*	FTE % on FC Admin County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Public Health Nurse II	Cheryl Andersen	2.5%	18%	2.5%	40% CHDP, 7% Lead, 30% General	Yes	2
Public Health Nurse I/II	Alexandra Hadley	47.46%	0%	37.54%	5% CHDP, 10% General	Yes	No
anna ana							
];					

^{*}Requires submission of a job duty statement and civil service classification statement

CMS PLAN FY 2017-2018

State of California - Health and Human Services Agency

Department of Health Care Services - Children's Medical Services

Incumbent List - California Children's Services

For FY 2017-18, complete the table below for all personnel listed in the CCS budgets. Use the same job titles for both the budget and the incumbent list. Total percent for an individual incumbent should not be over 100 percent. Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities. civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in

Identify Nurse Liaison positions using: MCMC for Medi-Cal Managed Care; HF for Healthy Families; IHO for In-Home Operations, and; RC for Regional Center.

County/City: Yuba Fiscal Year; 2017-2018

Job Title	Incumbent Name	FTE % on CCS Admin Budget	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Supervising Public Health Nurse I	Nelly Camarena	30%	Yes	No
Public Health Nurse III	Kelli DiVecchia	85%	Yes	No
Public Health Nurse I/II	Carolyn Iversen	15%	Yes	No
Public Health Nurse (/II	Evelyn Morrill	85%	Yes	No
Case Manager	Michele Clark	%86	No	No
Office Specialist	Kathleen Harriger	30%	Yes	No
Office Assistant (Bilingual)	Veronica Villalobos	10%	Yes	No
Office Assistant (Bilingual)	Long Xiong	2%	Yes	N
Fiscal Analyst	Liz Langley	35%	Yes	ON

Program Position Title: CCS Supervising PHN !

Assignment: CCS Program

Budget: 30% CCS Global Supervision, 4% CHDP, 20% AFLP, 12%

CLPPP, 34% General Nelly Camarena

Reports to: Supervising PHN II or designee

Assigns, directs, and reviews the work of all assigned nursing personnel and related staff; assists in program planning, implementation and evaluation of nursing and related programs; performs the full range of public health nursing services including teaching, health assessment, and counseling services in connection with adverse health conditions.

Time Spent 20%

Duties/Responsibilities

General Administration

Monitor personnel responsibilities for implementing the CCS program according to the staffing standards. Assure that CCS funded personnel perform only allowable functions, audit trail is maintained for all expenditures, and staff complete time studies a minimum of one month a quarter and retain on file.

Participate in coordination activities to develop the program in relation to other agencies such as Regional Centers, Medi-Cal field offices, local education agencies, public health agencies (including maternal, child, and adolescent health services), Medi-Cal Managed Health Care Program.

Monitor yearly budgets to implement program plan within program appropriations in accordance with CMS Plan and Fiscal Guidelines.

Review program standards, regulations, policies, procedures, and healthrelated educational materials.

Program Position Title: Public Health Nurse, CCS Administrator

Assignment: CCS Program

Budget: 85% CCS (20% CCS Administrator, 65% Nurse Case Manager), CHDP 4%, 11%

General

Kelli Di Vecchia

Reports to: Supervising PHN I or designee

The role of the PHN III / CCS Administrator in the CCS program is to provide programmatic leadership and oversight for the work of assigned nursing personnel and related staff; assists in program planning, implementation, and evaluation; performs the full range of public health nursing services including teaching, health assessment, and counseling services in connection with adverse health conditions.

TIME DUTIES/RESPONSIBILITIES SPENT

2% SPMP Intra/Interagency Coordination, Collaboration and Administration

Collaborate with groups of physicians, health department staff (e.g., public health nurses), CHDP, WIC, school nurses, hospital, and managed care professional staff to improve the availability and use of medical services.

Participate in coordination activities to develop the program in relation to other agencies such as Regional Centers, Medi-Cal field offices, local education agencies (including maternal, child and adolescent health services, Medi-Cal Managed Health Care Programs), Medi-Cal Managed Health Care Program.

6% Skilled Professional Medical Personnel (SPMP) Training

Orient and monitor personnel responsibilities for implementing the CCS program according to the staffing standards. Plan, direct, and review the work of CCS staff.

3% SPMP Program Planning and Policy Development

Review program standards, regulations, policies, procedures, and health-related educational materials. Prepare program related reports, documents and correspondence.

2% SPMP Quality Management

Monitor the MOUs with Managed Care contractors according to the guidelines distributed by the CCS Program.

Identify and implement quality management procedures relating to the medical services aspect of the program that would cover areas such as: authorization of health care services, appropriateness of health care delivery, etc. Evaluate performance, attainment of goals/objectives, measure outcomes, etc. Develop and utilize medical criteria to review claims, reporting forms, and client charts for the purpose of evaluating the appropriateness and adequacy of medical and allied professional health care.

4% Program Specific Administration

Monitor yearly budgets to implement program plan within program allocations in accordance with CMS Plan and Fiscal Guidelines.

3% Non-Program Specific General Administration

Review departmental and unit procedures.

Formulate and apply administrative policies.

Review literature and research articles.

Program Position Title: CCS Nurse Case Manager

Assignment: CCS Program

Budget: 85% CCS (20% CCS Administrator, 65% Nurse Case Manager), CHDP 4%, 11%

General

Kelli Di Vecchia, PHN III

85% CCS, 15% General Evelyn Morrill, PHN II

15% CCS, 50% AFLP, 10% MCAH, 25% General

Carolyn Iversen, PHN II

Reports to: Supervising PHN I or designee

Responsible for the day to day CCS Medical Case Management activities. This must be a Skilled Professional Medical Person (SPMP).

TIME SPENT

DUTIES/RESPONSIBILITIES

KD-55% EM-75% CI-10%

SPMP Administrative Medical Case Management

Determine the medical rationale to ensure timely and appropriate medical follow-up.

Collect and interpret information regarding the applicant/client's medical status and his/her needs for medical services; conduct hospital-based utilization review activities to determine number of days for approval; identify resources and referrals needed to support a patient's care in the home for his/her medical condition.

Initiate a proactive medical case management plan, including a review of adequacy and availability of medical services for the applicant/client and participation in the medical case management conferences to coordinate medical service needs and program benefits.

Review literature and research articles to determine eligibility and/or benefits relating to a client's specific medical condition.

Review complex physician billing and making fee determinations.

Provide information on specialized program services available to medically high-risk children and their families.

Furnish medical opinions on decisions relating to adjudication of administrative appeals based on program medical eligibility and benefit laws, regulations, and policies.

Determine estimated cost of medical care for exceptional cases.

Determine the authorizations to be issued for medical services and benefits to paneled medical/allied health providers and vendors based on knowledge and application of program standards and county requirements.

Review the results of health assessments and medical and dental examinations and evaluations needed to coordinate and facilitate client's care. This activity is not conducted as part of a standard medical examination or consultation and is not a direct service.

Assess and review for determining medical eligibility, medical necessity and sources for services required to correct or ameliorate health conditions identified by a medical or dental

provider.

Identify eligible, covered medically necessary services required to achieve the goals of the treatment plan and ensure that linkages are made with other providers of care.

KD-2% SPMP Intra/Interagency Coordination, Collaboration and Administration

EM-2%

CI-2% Collaborate with groups of physicians, health department staff (e.g., public health nurses), CHDP, WIC, school nurses, hospital, and managed care professional staff to improve the availability and use of medical services.

KD-5% Skilled Professional Medical Personnel (SPMP) Training

EM-5% CI-1%

Participate in county, regional, and state-conducted medical training sessions/meetings and attend professional education programs relevant to the role of the medical professional and/or to medical administration of the program(s).

Participate in program-required and/or county, regional, and statewide workshops, meetings, and educational sessions related to the scope of program benefits and changes in program management.

KD-1% SPMP Program Planning and Policy Development

EM-1% CI-1%

Interpret CCS program standards and policy letters to physicians and other health care professionals.

KD-2% Program Specific Administration

EM-2% CI-1%

Review program standards, regulations, policies, procedures, and health-related educational materials

Review literature and research articles to apply up-to-date knowledge in delivery of health care services

YUBA COUNTY CMS PLAN FY 2017-18

Program Position Title: Office Specialist Assignment: CCS Program

Budget: 30% CCS, 25.5% CHDP, 50% General

Kathleen Harriger

Reports To: CCS Administrator (programmatically), Support Services Supervisor or

designee

Definition: The CCS Office Specialist is responsible for the clerical duties of the

CCS programs. (S)He performs technical clerical work and exercises

independent judgment.

Time Duties/Responsibilities Spent

30% General Administration

Prepares reports, documents and correspondence that relate to the program under the direction of the case manager or nurse case manager.

Orders, maintains, and distributes program materials for outreach purposes.

Informs and assists clients and their families in accessing program services.

Provides general clerical support.

Program Position Title: CCS Office Assistant

Assignment: CCS Program

Budget: 10% CCS, 5% CHDP, 85% General

Veronica Villalobos

Reports to: CCS Administrator (programmatically), Support Services

Supervisor, or designee

Interprets and translates for clients whose primary language is other than English. The CCS office assistant is responsible for clerical duties in the CCS program.

Time Spent

10% General Administration
Identify barriers and assist the applicant/client, whose primary language is other than English, to secure medical services related to the client's medical condition.

Interpret and translate to assist the applicant/client, whose primary language is other than English.

Provide general clerical support.

YUBA COUNTY CMS Plan FY 2017-2018

Program Position Title:

CCS Office Assistant

Assignment:

CCS Program

Budget:

5% CCS, 95% General

Long Xiong

Reports to:

CCS Administrator (programmatically), Support Services

Supervisor or designee

Interprets and translates for clients whose primary language is other than English. The CCS office assistant is responsible for clerical duties in the CCS program.

Time Spent

Duties/Responsibilities

5% General Administration

Identify barriers and assist the applicant/client, whose primary language is other than English, to secure medical services related to the client's medical condition.

Interprets and translates to assist the applicant/client, whose primary language is other than English.

Provide general clerical support

Program Position Title: CCS Fiscal Analyst CCS Program

Budget: 35% CCS, 3.73% CHDP

Liz Langley

Reports to: CCS Administrator (programmatically), Fiscal Manager or

designee

Provides financial and accounting support for the CCS grant. This includes performing technical accounting work such as billing, claims, and monitoring expenditures.

Time Duties/Responsibilities Spent

35% Reviews fiscal procedures and activities to evaluate program compliance/effectiveness.

Works with the CCS administrator in developing budgets and monitors the use of the program funds.

Prepares fiscal reports, documents, and related correspondence.

Program Position Title: Supervising Public Health Nurse I

Assignment: CHDP Program

Budget: 4% CHDP, 30% CCS, 20% AFLP, 12% Lead, 34% General

Nelly Camarena

Reports to: Supervising PHN II or designee

The role of the PHN in the CHDP Program is to provide support to the Deputy Director in the areas of administrative annual trainings for CHDP Providers and Eligibility and Quality Management of CHDP Providers.

TIME SPENT

4%

DUTIES/RESPONSIBILITES

Program Specific Administration

Participate in State, Regional Deputy Director, Subcommittee meetings and work groups.

Provides program support and guidance.

Review literature and research articles to apply up-to-date knowledge in delivery of health care services.

Program Position Title: Public Health Nurse, CHDP Deputy Director

Assignment: CHDP Program

Budget: 40% CHDP, 18% PMM&O, 5% HCPCFC, 7% Lead, 30% General

Cheryl Andersen

Reports To: Supervising PHN I or designee

The role of the PHN II / CHDP Deputy Director in the CHDP program is to provide support to the Director in the areas of Administrative Medical Case Management, Quality Management of CHDP providers, assists in program planning, implementation and evaluation of nursing and related programs; performs the full range of public health nursing services including teaching, health assessment, and counseling services in connection with adverse health conditions. Examples of duties and responsibilities are listed below.

TIME DUTIES/RESPONSIBILITIES SPENT

15% SPMP Program Planning and Policy Development

Develop, conduct, and/or participate in provider in-services and/or workshops and state-conducted medical/dental training sessions/meetings. Attend professional education programs relevant to the role of the medical/dental professional and/or medical/dental administration of the program(s).

Develop and review program standards, regulations, policies, and procedures.

Develop the CHDP Activity Implementation of the three dental objectives.

Develop and test health education materials related to preventive health services.

Develop, provide, and/or facilitate provider in-services and/or workshops. Conduct CHDP Provider

Participate in State, Regional Deputy Director, subcommittee meetings, and work groups

10% SPMP Intra/Interagency Coordination, Collaboration and Administration

Participate in coordination activities to develop the program in relation to other agencies such as Regional Centers, Medi-Cal field offices, local education agencies (including maternal, child and adolescent health services, Medi-Cal Managed Health Care Programs).

Assure medical/dental input into the development of the health component of Head Start and social services interagency agreement and assure qualified practitioners appropriately provide medically related services.

interpret the medical/dental aspects of CHDP, including the CHDP Health Assessment Guidelines, to recruit and maintain medically qualified providers.

Local CHPD will collaborate with the DHCS/SCD staff pursuing expansion of dental resources by promoting the use of Dental Hygienists by developing and maintaining a list of local Registered Dental Hygienists in Alternative Practice.

Collaborate with the local Prop 56 funding grants and the local Dental Disease Prevention Programs.

Collaborate with groups of physicians, health department staff (e.g., public health nurses), CHDP, WIC, school nurses, Head Start, hospital, Managed Care professional staff, CWS, and Health and Human Services staff to improve the availability and use of medical/dental services through the CHDP program.

Coordinate/network with other program/services such as WIC, immunization, oral health, child

abuse, injury prevention, and youth-serving organizations to increase community awareness of preventive health services.

5% SPMP Quality Management

Monitor the MOUs with Managed Care contractors according to the guidelines distributed by the CHDP Program.

Facility and Medical Record Reviews utilizing CHDP Facility and Medical Record Review tools. Conduct site reviews and chart audits to assure quality exams according to periodicity, calibrated equipment, and appropriately stored vaccines for CHPD FFS clinics.

Schedule, coordinate, and conduct quality assurance activities to evaluate compliance with program standards

5% Skilled Professional Medical Personnel (SPMP) Training

Ensure annual Eligibility Specialist trainings are conducted using materials consistent with federal informing requirements. Conduct annual Eligibility Specialist trainings as needed. Orient all appropriate health, welfare, and probation workers on CHDP requirements and services.

Orient new RNs or PHNs and interns, in the program as needed regarding their work in CHDP follow-up and data keeping. Oversee quality of work of CHDP PHN or RN.

3% SPMP Administrative Medical/Dental Case Management

Explain the significance of actual and suspected medical, dental, nutritional, and mental health conditions to clients and their families and ensure that children are linked with essential services in a timely manner and to identify resources as needed. Medical, dental, nutritional and mental health conditions coded with a 4 or 5 or listed as a referral during health assessment screens will be followed for care coordination, tracking, and follow-up care.

Coordinate care for dental referrals and appointments (PM357s, PM 160's, MMC referrals, and other requests for services) to increase children's utilization of Medi-Cal dental benefits and eliminate barriers. Follow-up on children with caries and children that should be referred for dental exams but are not.

Participate in medical/dental case conferencing with other agencies regarding client's medical/dental condition to coordinate services needs and program benefits including a review of the adequacy and availability of services for the applicant/client.

Review professional literature and research articles to determine eligibility and/or benefits relating to a client's health care services needs and specific medical/health conditions

2% Program Specific Administration

Develop, monitor, and revise yearly budgets to implement program plan within program allocations in accordance with CMS Plan and Fiscal Guidelines.

Participate in multi-year planning to develop goals, objectives, activities, and evaluation tools in order to measure outcomes.

Draft, analyze, and/or review reports, documents, correspondence, and legislation

Monitor use of program funds

Review literature and research articles

Program Position Title: Public Health Nurse III

Assignment: CHDP Program

Budget: 4% CHDP, 85% CCS, 11% General

Kelli DiVecchia

Reports to: Supervising PHN I or designee

The role of the PHN in the CHDP Program is to provide support to the Deputy Director in the areas of administrative annual trainings for CHDP Providers and Eligibility and Quality Management of CHDP Providers.

TIME DUTIES/RESPONSIBILITES SPENT

SPMP Quality Management

Provide annual Eligibility Specialist and CalWORKs trainings using materials consistent with federal informing requirements. Orient all appropriate health, welfare, and probation workers on CHDP requirements and services.

Participate in medical case conferencing with other agencies regarding client's medical condition to coordinate medical services needs and program benefits including a review of the adequacy and availability of medical services for the applicant/client.

Develop, provide, and/or facilitate provider in-services and/or workshops. Conduct CHDP Provider Facility and Medical Record Reviews utilizing CHDP Facility and Medical Record Review tools. Conduct site reviews and chart audits to assure quality exams according to periodicity, calibrated equipment, and appropriately stored vaccines.

Participate in State, Regional Deputy Director, Subcommittee meetings and work groups.

1% Program Specific Administration

Provides program support and guidance.

Review literature and research articles to apply up-to-date knowledge in delivery of health care services.

Program Position Title: Public Health Nurse II

Assignment: CHDP Program

Budget: 40% CHDP, 25% Lead, 35% General

Kimberly Agcopra

Reports to: CHDP Deputy Director (programmatically), Supervising PHN I or

designee

The role of the PHN in the CHDP Program is to provide support to the Deputy Director in the areas of administrative annual trainings for CHDP Providers and Eligibility and Quality Management of CHDP Providers. The PHN is to assess medical/dental care associated with medical case management and case coordination activities for individual Medi-Cal beneficiaries.

TIME SPENT

DUTIES/RESPONSIBILITES

36% SPMP Administrative Medical/Dental Case Management

Explain the significance of actual and suspected medical, dental, nutritional, and mental health conditions to clients and their families and ensure that children are linked with essential services in a timely manner and to identify resources as needed. Medical, dental, nutritional and mental health conditions coded with a 4 or 5 or listed as a referral during health assessment screens will be followed for care coordination, tracking, and follow-up care.

Coordinate care for dental referrals and appointments (PM357s, PM 160's, MMC referrals, and other requests for services) to increase children's utilization of Medi-Cal dental benefits and eliminate barriers. Follow-up on children with caries and children that should be referred for dental exams but are not.

Follow-up with clients referred from local social service departments including telephone calls, letter, and home visits with respective documentation required on social service referral forms. (PM357) Inform and assist applicant/client and family with need for support services such as find assistance to complete an application for health care coverage, scheduling appointments and obtaining other services.

Participate in medical case conferencing with other agencies regarding client's medical condition to coordinate medical services needs and program benefits including a review of the adequacy and availability of medical services for the applicant/client.

Review professional literature and research articles to determine eligibility and/or benefits relating to a client's health care services needs and specific medical/health conditions.

4% SPMP Quality Management

Provide annual Eligibility Specialist and CalWORKs trainings using materials consistent with federal informing requirements. Orient all appropriate health, welfare, and probation workers on CHDP requirements and services.

Participate in medical case conferencing with other agencies regarding client's medical condition to coordinate medical services needs and program benefits including a review of the adequacy and availability of medical services for the applicant/client.

Develop, provide, and/or facilitate provider in-services and/or workshops. Conduct CHDP Provider Facility and Medical Record Reviews utilizing CHDP Facility and Medical Record Review tools. Conduct site reviews and chart audits to assure quality exams according to periodicity, calibrated equipment, and appropriately stored vaccines.

Program Position Title: CHDP Office Specialist

Assignment: CHDP Program

Budget: 25.5% CHDP, 30% CCS, 44.5% General

Kathleen Harriger

Reports to: CHDP Deputy Director (programmatically), Support Services Supervisor

or designee

The CHDP Office Specialist (OS) is responsible for the clerical duties of the CHDP/CCS programs. The OS performs technical clerical work and exercises independent judgment.

TIME DUTIES/RESPONSIBILITIES SPENT

25.5%

Program Specific Administration

Program planning functions including collaboration and intra/interagency coordination of CHDP activities.

Provides technical assistance and program monitoring in relationship to CHDP collaboration with other agencies/programs that interface with Medi-Cal program requirements.

Provides technical assistance for PHN with preparing training materials, organizing attendees' registration for trainings and practicums for providers and other agencies/programs.

Performs written activities which include mailing letters with the appropriate CHDP packets, under the supervision of the PHN, associated with clients referred from local social service departments and completes the respective documentation required on Social Services forms (PM 357).

Receives and processes PM160 exams, prepares those designated by a medical or dental provider for further follow-up services.

Orders, maintains, and distributes program materials for outreach purposes.

Prepares reports, documents and correspondence that relate to the program.

Maintains current list of CHDP medical and dental providers.

Provide general clerical support.

Program Position Title: Office Assistant
County Classification: Office Assistant
CHDP Program

Budget: 5% CHDP, 10% CCS, 85% General

Veronica Villalobos

Reports to: CHDP Deputy Director (programmatically), Support Services

Supervisor or designee

Interprets and translates for clients whose primary language is other than English. The CCS office assistant is responsible for clerical duties in the CCS program.

TIME SPENT

DUTIES/RESPONSIBILITIES

5% Program Specific Administration

Identify barriers and assist the applicant/client, whose primary language is other than English, to secure medical services related to the client's medical condition.

Interprets and translates to assist the applicant/client, whose primary language is other than English.

Provides general clerical support.

CHDP Program DUTY STATEMENT

Program Position Title: Public Health Nurse CHDP Program

Budget: 5% CHDP, 85% HCPCFC, 10% General

Alexandra Hadley

Reports to: CHDP Deputy Director (programmatically), Supervising PHN I or

designee

The role of the PHN in the CHDP Program is to provide support to the Deputy Director in providing administrative annual trainings for Probation. The PHN is to assess medical/dental care associated with medical case management and case coordination activities for individual Medi-Cal beneficiaries.

TIME D

DUTIES/RESPONSIBILITIES

5%

SPMP Administrative Medical/Dental Case Management

Explain the significance of actual and suspected medical, dental, nutritional, and mental health conditions to clients and their families and ensure that children are linked with essential services in a timely manner and to identify resources as needed. Medical, dental, nutritional and mental health conditions coded with a 4 or 5 or listed as a referral during health assessment screens will be followed for care coordination, tracking, and follow-up care.

Coordinate care for dental referrals and appointments (PM357s, PM 160's, MMC referrals, and other requests for services) to increase children's utilization of Medi-Cal dental benefits and eliminate barriers. Follow-up on children with caries and children that should be referred for dental exams but are not.

Provide annual Eligibility Specialist and Probation trainings using materials consistent with federal informing requirements. Orient all appropriate health, welfare, and probation workers on CHDP requirements and services.

Participate in medical case conferencing with other agencies regarding client's medical condition to coordinate medical services needs and program benefits including a review of the adequacy and availability of medical services for the applicant/client.

Review literature and research articles to apply up-to-date knowledge in delivery of health care services.

Program Position Title: Fiscal Analyst County Classification: Fiscal Analyst CHDP Program

Budget: 3.73% CHDP, 35% CCS, 61.27% Social Services

Liz Langley

Reports to: CHDP Deputy Director (programmatically), Fiscal Manager or

designee

Provides financial and accounting support for the CHDP grant; this includes performing technical accounting work such as billing, claims, and monitoring expenditures.

TIME DUTIES/RESPONSIBILITIES SPENT

3.73% Program Specific Administration

Reviews fiscal procedures and activities to evaluate program compliance/effectiveness.

Works with CHDP Deputy Director in developing budgets and monitors the use of the program funds.

Prepares fiscal reports, documents, and related correspondence.

HCPCFC DUTY STATMENT

Program Position Title: Public Health Nurse (PHN)

Assignment: HCPCFC

Budget: 5% HCPCFC, 18% PMM&O, 40% CHDP, 7% Lead, 30% General

Cheryl Andersen

Reports to: CHDP Deputy Director (programmatically), Supervising PHN I or

designee

In support of the CHDP Program the PHN I/II position will perform a variety of public health nursing duties focused on the concepts of health care coordination for children in foster care. The PHN is expected to exercise independent, professional judgment in dealing with the complex needs and problems faced by children in foster care, their families and service providers. Additionally the PHN must have a thorough and detailed knowledge of the laws, regulations, and procedures governing other health programs available to Medi-Cal patients.

TIME DUTIES/RESPONSIBILITIES SPENT

4% SPMP Administrative Medical Case Management

Collaborate with caseworkers, medical, dental, mental, and developmental health providers, Independent Living Skills Program coordinators, foster care providers, foster family agencies, group homes, health department staff (e.g., public health nurses), CHDP, WIC, school nurses, hospital, and managed care professional staff to improve the availability and use of medical services.

Collect and interpret information regarding the client's health status and his/her needs for services to caseworkers, foster care providers, judicial court officers, health care providers. Explain the significance of actual and suspected medical conditions to clients, caseworkers, foster care providers and others. Identify resources, assist clients, their caseworkers, and foster care providers in obtaining comprehensive assessments and treatment services.

Inform and assist child/youth in foster care and foster care providers with the need to obtain preventive health services within 30 days of placement. Promote an understanding of the need to maintain a link to health care services provided through the Child Health and Disability Prevention, Medi-Cal, and Denti-Cal programs. Inform and assist child/youth and foster care providers with the need for support services such as finding appropriate resources and scheduling appointments for medical, dental, mental health and developmental services.

Evaluate and prioritize the client's medical and health care needs based on information obtained from interviews of biological parents, medical and school record reviews, and other medical documentation, etc.

Collaborate with the caseworker, biological parent and foster care provider to ensure that all necessary medical/health care information is available to those responsible for providing health care for the client, including the Health and Education Passport or its equivalent.

HCPCFC DUTY STATMENT

1% SPMP Intra/Interagency Coordination, Collaboration and Administration

Consult with the caseworker, foster care provider, and the health care provider to develop and update a health plan in the client's case plan. Review the client's health plan with the caseworker as needed and at least every six months.

Provide follow-up consultation on changes in health status, service needs, and effectiveness of services provided to promote continuity of care.

Interpret medical information on specialized health services for medically highrisk clients, assist the caseworkers, and foster care providers to obtain referrals for necessary services.

1% Program Specific Administration

Assure that the Health and Education Passport or its equivalent is present and updated.

Prepare program-related reports, documents, and correspondence.

Participate in program-required and/or county, regional, and statewide workshops, meetings, and educational sessions relating to the scope of program benefits and changes in program management.

Review medical and social services literature and research articles, requiring medical expertise, with a focus on clinical issues, health care service delivery, and ongoing evaluation of the health care needs of clients in foster care.

DUTY STATMENT

Program Position Title:

Foster Care Public Health Nurse (PHN)

Assignment:

HCPCFC

Budget:

85% HCPCFC, 5% CHDP 10% General

Alexandra Hadley

Reports To:

Supervising Public Health Nurse or designee

In support of the CHDP Program the PHN I/II position will perform a variety of public health nursing duties focused on the concepts of health care coordination for children in foster care. The PHN is expected to exercise independent, professional judgment in dealing with the complex needs and problems faced by children in foster care, their families and service providers. Additionally the PHN must have a thorough and detailed knowledge of the laws, regulations, and procedures governing other health programs available to Medi-Cal patients.

TIME SPENT

72%

SPMP Administrative Medical Case Management

Inform and assist child/youth in foster care and foster care providers with the need to obtain preventive health services within 30 days of placement. Promote an understanding of the need to maintain a link to health care services provided through the Child Health and Disability Prevention, Medi-Cal, and Denti-Cal programs. Inform and assist child/youth and foster care providers with the need for support services such as finding appropriate resources and scheduling appointments for medical, dental, mental health and developmental services.

Evaluate and prioritize the client's medical and health care needs based on information obtained from interviews of biological parents, medical and school record reviews, and other medical documentation, etc.

Collaborate with the caseworker, biological parent and foster care provider to ensure that all necessary medical/health care information is available to those responsible for providing health care for the client, including the Health and Education Passport or its equivalent.

Consult with the caseworker, foster care provider, and the health care provider to develop and update a health plan in the client's case plan. Review the client's health plan with the caseworker as needed and at least every six months.

Provide follow-up consultation on changes in health status, service needs, and effectiveness of services provided to promote continuity of care.

Interpret medical information on specialized health services for medically highrisk clients, assist the caseworkers, and foster care providers to obtain referrals for necessary services.

Assure that the Health and Education Passport or its equivalent is present and updated.

5% SPMP Intra/Interagency Coordination

Participate in program-required and/or county, regional, and statewide workshops, meetings, and educational sessions relating to the scope of program benefits and changes in program management.

Collaborate with caseworkers, medical, dental, mental, and developmental health

providers, Independent Living Skills Program coordinators, foster care providers, foster family agencies, group homes, health department staff (e.g., public health nurses), CHDP, WIC, school nurses, hospital, and managed care professional staff to improve the availability and use of medical services.

Collect and interpret information regarding the client's health status and his/her needs for services to caseworkers, foster care providers, judicial court officers, health care providers. Explain the significance of actual and suspected medical conditions to clients, caseworkers, foster care providers and others. Identify resources, assist clients, their caseworkers, and foster care providers in obtaining comprehensive assessments and treatment services.

Review medical and social services literature and research articles, requiring medical expertise, with a focus on clinical issues, health care service delivery, and ongoing evaluation of the health care needs of clients in foster care.

2% SPMP Skilled Professional Medical Personnel Training

Attend training provided for or by SPMP relevant to health care services, such as workshops related to the SPMP's performance of allowable administrative activities to include review of health care services.

Participate in training/education programs designed to improve the skill level of the individual staff member in meeting and serving the medical and mental health needs of this population.

Attend training on reviewing and interpreting health information that can be entered into the CWS/CMS as documentation of medical information in the health and education passport or its equivalent

2% SPMP Program Planning and Policy Development

Use skilled professional medical expertise in program knowledge to:

Provide consultation and nursing expertise to social workers'/probation officers regarding health care resources and guidance in prioritizing health needs for this population.

Develop and review health-related professional educational materials.

Develop educational materials for the NMD to enable the NMD to understand and assume responsibility for their own health care.

Develop medical/health related procedures, protocols, and guidelines for the delivery and coordination of the psychotropic monitoring and oversight activities.

Develop standards and statements of guidance for addressing clinical practice issues

2% Non SPMP Outreach

Provide outreach and education to foster parents through Yuba College Foster/Kinship Program.

1% SPMP Quality Management

Conduct quarterly joint reviews of case records with probation to conduct quality assurance activities to evaluate compliance with program standards.

1% Non SPMP Program Specific Administration

Prepare program-related reports, documents, and correspondence.

CHDP Program Duty Statement Health Care Program for Children in Foster Care Psychotropic Medication Monitoring and Oversight Activities

Program Position Title: Public Health Nurse II (PHN II)

Assignment: PMM&O Program

Budget: 18% PMM&O, 5% HCPCFC, 40% CHDP, 7% Lead, 30% General

Cheryl Andersen

Reports To: Supervising PHN or designee

The PHN II position with support of the CHDP Program will perform a variety of public health nursing duties focused on the concepts of health care coordination for children in foster care who are on psychotropic medications. The PHN II is expected to exercise independent, professional judgment in dealing with the complex needs and problems faced by children in foster care, their families and service providers. Additionally, the PHN II must have a thorough knowledge of the laws, regulations, and procedures governing other health programs available to Medi-Cal patients and children in foster care who do not have Medi-Cal.

TIME DUTIES/RESPONSIBILITIES SPENT

14% SPMP Administrative Medical Case Management

Provide, monitor and evaluate health care coordination services required by children in foster care.

Use skilled medical professional expertise in the review of the medical components of each request for psychotropic medication filed pursuant to WIC section 369.5 or 739.5 to verify that all required medical information is provided in the application and supporting documents submitted to the court.

Review, monitor, and confirm that the juvenile court has authorized the psychotropic medication(s) the client is taking based on sufficient medical/psychiatric information and initiate case management on mental health conditions found, treatment plan and the client's response to the treatment plan by contacting the substitute care providers, case carrying social worker/probation officer and health care providers (including in-house case managing PHN, if applicable). Assist with referrals to the prescribing physician or other appropriate health care providers to ensure that any adverse effects reported are promptly addressed and brought to the attention of the social worker or probation officer.

Monitor a child's treatment progress and advise substitute care providers of the rationale and importance of timely medical intervention. Provide guidance and consultation to social worker/probation officer/substitute care provider in the scheduling of periodic follow up visits with the prescribing physician, laboratory services, and other necessary health services.

Participate in case conferences or multi-disciplinary teams to review client health care needs and treatment plans and/or to provide medical information needed to secure medically safe placements.

Review, interpret and document the results of laboratory tests, screenings, and evaluations to the social worker, probation officer, provider or professional staff of another agency for the purpose of case planning and coordination.

Review and document in the child's health and education passport, as described in WIC section 16010, medications authorized for and being taken by the child, and the completion of laboratory tests, other screenings and measurements, evaluations, and assessments required to meet reasonable standards of medical

CHDP Program Duty Statement Health Care Program for Children in Foster Care Psychotropic Medication Monitoring and Oversight Activities

practice. Write separate summary of youth's health and mental health status for appropriate stakeholders as needed.

Review clinical documentation and acceptable protocols to assess the child or youth's progress in meeting treatment plan goals.

Identify, refer and/or link resources, such as psychosocial therapeutic services needed by stakeholders to carry out client's treatment plan.

Upon the request of a non-minor dependent (NMD) on psychotropic medications assist the NMD in accessing, coordinating delivery of, advocating for physical health and mental health care and assist NMD to make informed decisions and assume responsibility about his/ her health care by, at a minimum, providing educational materials.

Review professional literature and research articles to determine eligibility and/or benefits relating to a client's health care services needs and specific medical health conditions.

Consult PHN to PHN regarding the medical needs of clients placed outside of the county of jurisdiction transferred to a new county of jurisdiction.

Document time associated with any of the above activities.

1% SPMP Intra/Interagency Coordination. Collaboration and Administration Collaborate with health and mental health providers to mitigate identified and potential barriers to appropriate and timely care.

Interpret the health care needs of this clientele to the medical provider network, other healthcare service providers, caseworkers, juvenile court officers, and foster care providers.

Participate in coordination activities to develop the medical services role of the PHN doing monitoring and oversight activities for this clientele in relation to other agencies, such as public health, Medi-Cai managed care plan, regional centers, local education agencies, community care licensing, juvenile court and mental health/behavioral health, etc.

Provide consultation and nursing expertise to other agencies/programs that interface with the health care needs for this population.

Participate with other CHDP program staff in provider meetings and workshops on Issues of mental health assessment, preventive, and treatment services.

Assist CHDP staff in the development of mental health and psychosocial therapeutic resources such as, referral directories, round tables, and advisory groups.

1% Skilled Professional Medical Personnel (SPMP) Training

Attend training provided for or by SPMP relevant to health care services, such as workshops related to the SPMP's performance of allowable administrative activities to include review of health care services.

Participate in training/education programs designed to improve the skill level of the individual staff member in meeting and serving the medical and mental health needs of this population.

Attend training on reviewing and interpreting health information that can be entered into the CWS/CMS as documentation of medical information in the health and

CHDP Program Duty Statement Health Care Program for Children in Foster Care Psychotropic Medication Monitoring and Oversight Activities

education passport or its equivalent.

Document time directly associated with the performance of the above criteria.

1% SPMP Program Planning and Policy Development

Use skilled professional medical expertise in program knowledge to:

Provide consultation and nursing expertise to social workers'/probation officers regarding health care resources and guidance in prioritizing health needs for this population.

Develop and review health-related professional educational materials.

Develop educational materials for the NMD to enable the NMD to understand and assume responsibility for their own health care.

Develop medical/health related procedures, protocols, and guidelines for the delivery and coordination of the psychotropic monitoring and oversight activities.

Develop standards and statements of guidance for addressing clinical practice issues.

Document time associated with above tasks.

.5% SPMP Quality Management

Use skilled professional medical expertise in program knowledge to:

Conduct joint reviews of case records for documentation of the psychotropic monitoring and oversight activities by the PHN with child welfare service agencies and probation departments.

Schedule, coordinate, and conduct quality assurance activities to evaluate compliance with program standards.

Develop and utilize criteria to evaluate the effectiveness of the quality care provided to this population.

Establish baseline data for evaluating the psychotropic monitoring and oversight activities provided to clients in foster care.

Document time associated with above tasks.

.5% Program Specific Administration

Collaborate with CHDP program staff to develop and implement program administrative policies and fiscal procedures.

Participate in the distribution of program specific information including procedural manuals and brochures.

Review literature and research articles.

Draft, analyze, and/or review reports, documents, correspondence, and legislation Monitor use of program funds.

California Children's Services Caseload Summary Form

County: YUBA COUNTY Fiscal Year: 2017/2018

		A	В	11 1110			
	CCS Caseload 0 to 21 Years	14-15 Actual Caseload	% of Grand Total	15-16 Actual Caseload	% of Grand Total	16-17 Actual Caseload	% of Grand Total
	X-80/0804 337770 (9/17-0-7-)		ME	DI-CAL	Marit Marie Co. T		107 STREET, 107
1	Average of Total Open (Active) Medi-Cal Children	1479	79.18%	1977	84.27%	1836	90.13%
2	Potential Case Medi-Cal	28	1.50%	24	1.02%	38	1.87%
3	TOTAL MEDI-CAL (Row 1 + Row 2)	1507	80.67%	2001	85.29%	1874	92%
	A DATE AND A DESCRIPTION OF SHAPE OF SH	•	NON	/EDI-CAL			e Anna no a mara e mora e mara e m
		- Landau and a rest of the	Health	y Families	CONTAINED TO THE PARTY OF THE P		
ı	Average of Total Open (Active) Healthy Families	0	0%	0	0%	0	0%
j	Potential Cases Healthy Families	0	0%	0	0%	0	0%
3	Total Healthy Families (Row 4 + Row 5)	0	0%	0	0%	0	0%
		· - - - - - - - - -	Strai	ght CCS		Mayari rem area	
,	Average of Total Open (Active) Straight CCS Children	109	5.84%	87	3.70%	99	4.86%
3	Potential Cases Straight CCS Children	26	1.39%	32	1.36%	64	3.14%
)	Total Straight CCS (Row 7 + Row 8)	135	7.23%	119	5.06%	163	8%
0	TOTAL NON MEDI-CAL (Row 6 + Row 9)	361	19.33	351	14.92%	163	8%
	ALANOP I MINI	· · · · · ·	GRAN	D TOTAL	AND ADDRESS WHITE TO		
1	(Row 3 + Row 10)	1868	100%	2352	100%	2037	100%

CHDP Program Referral Data

Complete this form using the Instructions found on page 4-8 through 4-10.

တိ	County/City: Yuba	FY1	FY 14-15	FY	FY 15-16	FY	FY 16-17
Bas	Basic Informing and CHDP Referrals						
	Total number of CalWORKs/Medi-Cal cases informed and determined eligible by Department of Social Services	98	8673	4	4540	4	4540
2.	Total number of cases and recipients in "1" requesting CHDP services	Cases	Recipients	Cases	Recipients	Cases	Recipients
	a. Number of CalWORKs cases/recipients	58	123	143	290	28	56
MANAGEMENT .	b. Number of Foster Care cases/recipients	2	10	e	n	80	თ
	c. Number of Medi-Cal only cases/recipients	29	64	49	78	23	38
(c)	Total number of EPSDT eligible recipients and unborn, referred by Department of Social Services' workers who requested the following:		Y (C)				a Production of the Production
HALL AND LOCAL	a. Medical and/or dental services	32	2	G	26		39

	A CONTRACTOR OF THE PARTY OF TH	(TINITELE W			
33	31	<i>L</i> 1		10	10
138	136	62		25	14
48	102	26		10	10
 Medical and/or dental services with scheduling and/or transportation 	c. Information only (optional)	 Number of persons who were contacted by telephone, home visit, face-to-face, office visit, or written response to outreach letter 	Results of Assistance	 Number of recipients actually provided scheduling and/or transportation assistance by program staff 	Number of recipients in "5" who actually received medical and/or dental services

Memoranda of Understanding/Interagency Agreement List

Health and Disability Prevention Program, and Health Care Program for Children in Foster Care. Specify whether the MOU or IAA List all current Memoranda of Understanding (MOUs) or Interagency Agreements (IAAs) in California Children's Services, Child has changed. Submit only those MOUs and IAAs that are new, have been renewed, or have been revised. For audit purposes, counties or cities should maintain current MOUs and IAAs on file.

County/City: Yuba County

Fiscal Year: 2017-18

Title or Name of MOU/IAA MOU or an	Is this a MOU or an IAA?	Effective Dates From / To	Date Last Reviewed by County/ City	Name of Person Responsible for this MOU/IAA?	Did this MOU/IAA Change? (Yes or No)
HHSD/HCPCFC/Probation	IAA	July 2017 – June 2019	2017	Health Administrator / Homer Rice	Yes
E-Center Head Start Vision	MOU	January 2016 – June 2018	2016	Health Administrator / Homer Rice	2
E-Center Head Start Audiometric	MOU	July 2015 – June 2018	2016	Health Administrator / Homer Rice	S.
California Health & Wellness	MOU	July 2015 – June 2018	2016	Health Administrator / Homer Rice	N _O
Anthem Blue Cross	MOU	July 2015 June 2018	2016	Health Administrator / Homer Rice	2

CMS PLAN FY 2017-2018

YUBA COUNTY CHDP PROGRAM INTERAGENCY AGREEMENT

I. DECLARATION

This Inter-Agency Agreement is entered into by and between the Public Health Division (PHD) and the Human Services Division (HSD) of the Yuba County Health & Human Services Department (HHSD) and the Yuba County Probation Department (YCPD) for the purpose of collaborating to provide a more comprehensive system of health service access and delivery to children in out-of-home placement and to assure compliance with federal and state regulations and the appropriate expenditure of funds in:

- A. Early and Periodic Screening, Diagnosis and Treatment (EPSDT) in the implementation of the Child Health and Disability Prevention (CHDP) Program;
- B. Health Care Program for Children in Foster Care (HCPCFC) in the implementation of the HCPCFC Program; and
- C. Child Health and Disability Prevention-Foster Care County Match (CHDP-FC) (Title IXX Social Security Act) in the implementation of the CHDP Foster Care Nurse Program.

II. SCOPE OF WORK

The scope of work and assigned responsibilities for CHDP/EPSDT Services are contained herein by programmatic reference in Exhibit A-1. The scope of work and assigned responsibilities for HCPCFC and CHDP Foster Care Nurse Services are set forth by programmatic reference in Exhibit A-2. The scope of work for CalWORKs/Medi-Cal Eligibility Staff and Social Workers/Probation Officers who are assigned to provide the Basic Informing are set forth by programmatic reference in Attachment E to Exhibit A-1. The scope of work for CHDP/EPSDT Unit and Foster Care Public Health Nurse who are assigned to provide the Intensive Informing are set forth herein by programmatic reference in Attachment F to Exhibit A-1.

A. Assignment of Staff Performing EPSDT and HCPCFC Activities

 The CHDP Program oversees the components of the federally mandated EPSDT program and the HCPCFC program. The CHDP Program, under the Public Health Division, is located in the Yuba County Health and Human Services building. Medical direction and consultation on CHDP Program issues is provided by the County Health Officer. Administrative supervision is provided by the Director of Nurses or designee. Day-to-day supervision of the CHDP Program staff is provided by the CHDP Deputy Director and/or the Supervising Public Health Nurse (PHN) or designee.

III. FISCAL PROVISIONS

It is mutually agreed that if the County's Budget or State or Federal funding for the current year or any subsequent year covered under this agreement does not appropriate sufficient funds for these programs, this agreement shall be of no further force and effect. Neither party shall be obligated to perform any provisions of this agreement from date of notification.

IV. TERM

This interagency agreement shall be effective July 1, 2017, and shall remain in full force and effect through June 30, 2019, or until revised by mutual written agreement or dissolved. In the event that changes in Federal or State legislation impact the current Interagency Agreement, the parties agree to renegotiate the pertinent section within 90 days of receiving new language or instructions from the State.

V. NOTICES

Any notice required or permitted to be given under this Inter Agency Agreement shall be by mail or personal service upon the other parties. Notices shall be addressed as follows:

If to PROBATION

Yuba County Probation Jim Arnold, Chief Probation Officer 215 5th Street, Marysville, CA 95901

If to YCHHSD:

Health and Human Services Department Jennifer Vasquez, Director 5730 Packard Avenue, Suite 100 P.O. Box 2320 Marysville, CA 95901 With a copy to:

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

VI. ATTACHMENTS

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

- Exhibit A-1 CHDP/EPSDT Services Scope of Work
 - Attachment A to Exhibit A-1 EPSDT Functional Relationships Organization Chart
 - o Attachment B to Exhibit A-1 Heath Systems Inter-relationships Chart
 - o Attachment C to Exhibit A-1 Foster Care CHDP Organization Chart
 - Attachment D to Exhibit A-1 CHDP/EPSDT Informing Process
 - Attachment E to Exhibit A-1 Human Services CalWORKs/Eligibility Informing Process
 - Attachment F to Exhibit A-1 Informing Process Description
- Exhibit A-2 HCPCFC and CHDP Foster Care Nurse Scope of Work

VII. COMPLIANCE CERTIFICATION

In signing this agreement, we hereby certify that the CHDP Program in our community will meet the compliance requirements and standards pertaining to our respective departments contained in the following:

- A. Enabling legislation of the CHDP Program Reference: Health and Safety Code Sections 124025 through 124110 and Section 104395.
- B. CHDP Program regulations that implement, interpret, or make specific the enabling legislation.
 Reference: California Code of Regulations Title 17. Section 6800 through

Reference: California Code of Regulations, Title 17, Section 6800 through 6874.

- C. Medi-Cal regulations pertaining to the availability and reimbursement of EPSDT services through the CHDP Program.

 Reference: California Code of Regulations, Title 22, Sections 51340(c),
 - 51340 and 51532.
- D. Regulations defining county DSS responsibilities for meeting CHDP/EPSDT Program requirements.
 - 1. Social Services Regulations

Reference:

 a. Staff Development and Training Standards – Manual of Policies and Procedures (MPP) Sections: 14-530, 14-610.

- b. Civil Rights MPP Section 21-101, 21-107, 21.115.
- Eligibility and Assistance Standards MPP Sections: 40-107.61, 40-131.3(k), 40-181.211, 45-201.5.
- d. Child Welfare Services Program Standards MPP Sections: 31-002(c)(8), 31-075.3(h)(1), 31-075.3(h)(2), 31-205.1(h), 31-206.35, 31-206.351, 31-206.352, 31-206.36, 31-206.361, 31-206.362, 31-206.42, 31-206.421, 31-206.422, 31.330.111, 31-401.4, 31-401.41, 31-401.412, 31-401.413, 31-405.1(f), 31-405.1(g), 31-405.1(g)(1).
- e. Intra and interagency relations and agreements Chapter 29-405 and Chapter 29-410.

2. Medi-Cal Regulations

Reference:

- a. California Code of Regulations, Title 22, Sections: 50031; 50157(a), (d), (e), (f), and 50184(b).
- b. Other Title 22 regulations governing DSS programs regarding adoptions and referring parents to community services, including CHDP Pre-placement Advisement, California Code of Regulations, Title 22, Section 35094.2 and Advisement of Parents Whose Child has not been removed from Parent's Care, Section 35129.1.
- E. Current interpretive releases by State Departments of Health Care Services and Social Services.

Reference:

- Children's Medical Services (CMS) /CHDP Program Letters and Information Notices – Health Care Services.
- All County Letters Social Services.
- Joint Letters Health Care Services and Social Services.
- CMS /CCS Numbered Letters pertaining to the CHDP Program Health Care Services

F. HCPCFC Regulations

Reference:

 Medi-Cal regulations pertaining to the availability and reimbursement of EPSDT services through the CHDP program. Reference: Welfare and Institutions Code; Section 16501.3.

- Statutes and regulations defining county Social Services Department responsibilities for meeting HCPCFC requirements. Reference: CCR, Title 22, Sections 51340 and 51532.
 - a. <u>Social Services Statutes</u>. Reference: Welfare and Institutions Code Section 16010, 358.1, 361.5, 366.1, 366.22(b) or 366.22(d).
 - b. <u>Social Services Regulations</u>. Reference: Child Welfare Services Program Standards: MPP Sections 31-002(10), 31-075 (I 1-2), 31-205 (h), 31-206.35, 31-206.351, 31-206.352, 31-206.36, 31-206.361, 31-206.362, 31-335 .1, 31-401.4, 31-401.41, 31-401.412, 31-401.413, 31-405.1(j), 31-405.1(k, I, I1), and 31-420.1(.7).
 - c. Medi-Cal Regulations. Reference: CCR, Title 22, Sections 50031; 50157(a), (d), (e), and (f) and 50184(b).
- Current interpretive releases by California Departments of Health Services and Social Services.
 - a. State CHDP Program Letters and Information Notices Health Services. Specifically CHDP Program Letter 99-6 and CMS Information Notice 99-E.
 - b. All County Letters Social Services. Specifically, All County Information Notice No I-55-99 and All County Letter No. 99-108.
 - c. Joint Letters Health Services and Social Services
 - d. CHDP Program Health Assessment Guidelines Health Services

/// /// **NOTE:** In the event that changes in Federal or State legislation impact the current Interagency Agreement, the Health Department and Social Services Department agree to renegotiate the pertinent section within 90 days of receiving new language or instructions from the State.

Child Health and Disability Prevention Program Director

Date

Date

Jennifer Vasquez, Director

Yuba County Health & Human Services Department

Jim Arnold, Chief Probation Officer

Yuba County Probation Department

APPROVED AS TO FORM:

Courtney C. Abril, County Counsel

EXHIBIT A-1

Scope of Work and Assigned Responsibilities for CHDP/EPSDT Services

Purpose: The Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Benefit is a required service under the Medicaid (Medi-Cal in California) program for categorically needy individuals under age 21. The EPSDT benefit is optional for the medically needy population. However, if the EPSDT benefit is elected for the medically needy population, the EPSDT benefit must be made available to all Medi-Cal eligible individuals under age 21. California and the County of Yuba have elected to include the EPSDT benefit for medically needy children and youth under age 21 and therefore all Medi-Cal eligible individuals under age 21.

The EPSDT program consists of two mutually supportive, operational components that ensure a Comprehensive Child Health Program:

- Ensuring availability and accessibility of required health care resources, and
- Helping Medi-Cal recipients and their parents or guardians effectively use them.

This Interagency Agreement delineates the requirements and standards for each department for which the federal EPSDT program has assigned operational responsibility.

- II. Objectives: The Public Health Division and the Human Services Divisions of the Yuba County Health & Human Services Department and Probation have identified the following specific objectives for continued focus for fiscal years 2015 and forward until revised by mutual agreement:
 - A. The CHDP Referral Form (PM 357) will be accurately completed to demonstrate that Medi-Cal eligibles have been informed of CHDP benefits and offered assistance to access health and dental services.
 - B. To convey full information to all Medi-Cal eligible recipients (under age 21) or parents (as necessary) regarding availability of CHDP services. Specific objectives include assuring that CHDP personnel continue to provide staff education to Human Services Divisions on the importance of preventive health exams, early treatment of problems identified, and their role in making CHDP referrals.
 - C. Children in out-of-home placement, who are at greater risk for health and dental problems, will receive well-child health and dental assessments per the periodicity schedule recommended for children in foster care.
 - D. To provide the maximum feasible percentage of the target population the actual services of health screening by identifying during staff education sessions, the target population along with percentage that actually receive preventative exams. CHDP providers in the county are also provided with the same statistics and strongly encouraged to develop a recall system according to the periodicity schedule.

- E. To provide coordinated, comprehensive, and culturally competent services for children living in foster care (relative/kinship, foster family homes, group homes, etc.) including CHDP health assessment services and necessary diagnostic and treatment services. The Foster Care PHN located in the Children's Services Division is supporting these CHDP services for foster children.
- F. To inform childcare providers about CHDP services and general public health services and information.
- G. To continue involvement with community organizations such as Women, Infant Children (WIC), Head Start, school districts, and family resource centers. Also to outreach with other community organizations and advocacy groups that impact children.
- H. To develop an evaluation for the reporting systems between the Public Health and Human Services Divisions.
- I. To coordinate with Medi-Cal Managed Care Plans.

III. Organizational and Functional Relationships

- A. The exchange of information about persons applying for or receiving Medi-Cal, with or without linkages to other social service programs as outlined in this document, is permitted by State and Federal law and regulations and is to be maintained in a confidential manner.
- B. The attached organizational charts display important points of interface between CHDP, PHD, and HSD programs and personnel:

Attachment "A" demonstrates:

- The Organizational Chart showing the EPSDT functional relationships.
 - The relationship between administrative staff of CHDP and Health and Human Services.
 - Social Services System relationship to the Probation Department, Licensed Adoption Agencies and Placement Agencies.
 - c. Relation of EPSDT unit(s) to all above listed departments.
 - d. Reporting relationship of EPSDT unit to CHDP Director.
 - e. Relationship between CMS and CHDP.

Attachment "B" demonstrates the Health System inter-relationships between Health and Human Services Department Social Services/Cal-WORKs and CHDP.

Attachment "C" demonstrates the organizational chart for the Health Care Program for Children in Foster Care and their inter-relationship with CHDP.

Attachment "D" flow chart depicts the CHDP/EPSDT process of informing the following cohorts about the availability of preventive health care services through assurance of diagnosis and treatment:

- 1. California Work Opportunity and Responsibility to Kids (CalWORKs)
- 2. Families, In-person Application/Annual Re-determination.
- 3. Medi-Cal In-person Application/Annual Re-determination
- 4. Children Placed in Foster Care

Attachment "E" Human Services and Probation CHDP Basic Informing Work Flow Chart

Attachment "F" Detailed explanation of Informing Process

IV. Placement Staff Responsibilities (Social Workers and Probation Officers)

- A. Provide basic Initial and annual informing to Medi-Cal eligible beneficiaries under the age of 21 as detailed in Attachment F.
- B. Ensure that the child in placement receives preventive medical and dental services through the CHDP program, or equivalent health services in accordance with the CHDP schedule for periodic health and dental assessments and health plan contained in the child's case plan. Note: More frequent health assessments may be obtained for a child entering a new placement. For example, if there is no record documenting a health assessment during a previous placement, if the child is not performing age expected developmental skills, or if the child has moved to an area with a new provider, another health assessment may be claimed through CHDP by entering "New Foster Care Placement" in the Comments/Problems area of the Confidential Screening/Billing Report (PM 160).
- C. Ensure that arrangements are made for necessary diagnosis and treatment of health conditions suspected or identified.
- D. Ensure that child's case file includes medical records including, but not limited to, copies of the PM 160 or results of equivalent preventive health screenings. Case records for children age one and over must also contain the result(s) of dental visit(s).

VII. Eligibility Worker Staff Responsibilities

Provide basic initial and annual informing to Probation, CalWORKs and Medi-Cal eligibles under the age of 21 as detailed in Attachment E.

VIII. CHDP Program Responsibilities

A. Provide intensive informing to Medi-Cal eligibles under the age of 21 as detailed in Attachment D.

- B. Recruit and maintain an adequate number of medical providers to meet regulations for timely CHDP exams. (Reference: CCR, Title 17, Section 6844, 6850; CWS Program Standards, Section 31-206.36.)
- C. Make all possible attempts to assure an adequate number of dental providers to meet regulations for timely services. (Reference: CCR, Title 17, Section 6843, 6850; CWS Program Standards, Section 31-206.36.)
- D. Provide the following materials to Health and Human Services, CMS and Probation:
 - State approved informing brochure with the address and phone number of the local CHDP program
 - 2. Current list of CHDP medical and dental providers
 - 3. Other informational material
- E. Notify the new county and send appropriate information (i.e., CHDP Referral Form-PM 357, Confidential Screening/Billing Report-PM 160) when eligible persons still needing CHDP services move to another county.
- F. Follow up PM 160s by PHNs (CHDP or Foster Care as appropriate) to assure access to care.
- G. Respond to inquiries resulting from reminder cards mailed by the State CHDP Program to all children twenty-seven months of age and younger who are receiving Fee-for-Service Medi-Cal.
- H. Inform all persons eligible for Title V services (California's women of reproductive age, infants, children, adolescents, and their families) of availability of these services and refer as requested.
- Provide assistance by creating and making available CHDP trainings for new Eligibility Workers, Social Workers, and Juvenile Probation Officers within 90 days of employment and on annual basis.
- J. A quarterly report will be prepared by the 15th day following the end of each quarter to the State Department of Health Services showing the number of CalWORKs and Medi-Cal only persons requesting CHDP services. This report will be used to verify information submitted annually on the Case Management Data Flow Sheet as part of the County's Plan and Budget for the following fiscal year.
- K. Submit a report showing the number of CalWORKs and Medi-Cal Only persons requesting CHDP services with the CMS Annual Plan and Budget to the State Department of Health Care Services.

IX. Staff Education

- A. Within ninety (90) days of employment and annually, all staff with responsibility for eligibility determination or placement will have completed orientation regarding the CHDP program and their role and responsibilities for informing persons about CHDP and referring for services.
- B. The CHDP Program Public Health Nurse or designee will coordinate and conduct the initial and annual training for Eligibility Workers.
- C. The HCPCFC Public Health Nurse (PHN) or designee will coordinate and conduct the initial and annual training for Social Workers.
- The HCPCFC Public Health Nurse or designee will coordinate and conduct the initial and annual training for Probation Officers.
- E. CHDP Program Public Health Nurse or designee will provide an orientation and an annual update regarding the CHDP program to all appropriate Health Division staff.
- F. CHDP, Health Services, and Probation will meet at least annually to identify specific trainings based on needs.

X. Management Information

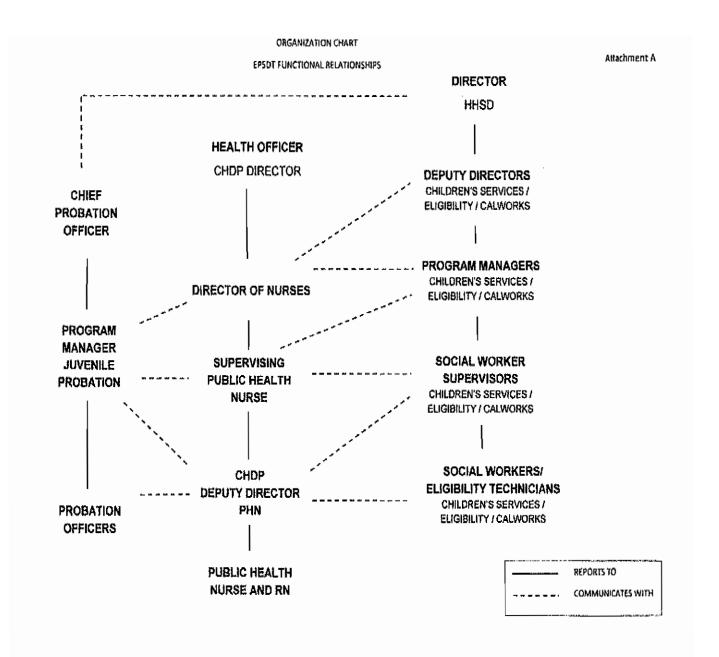
- A. The following information will be compiled and shared between the Public Health Division and the Human Services Divisions.
 - 1. Numbers of:
 - a. Eligible intake/re-determination. Break out number of children in Medi-Cal, CalWORKs, and foster care placement.
 - Requests for CHDP services.
 - c. Requests for more information.
 - d. Requests for scheduling and/or transportation assistance.
 - e. Medical assessment services requested and received.
 - f. Dental services requested and received.
 - g. Referrals to diagnosis and treatment.
 - CHDP will provide quality management quarterly report evaluating the referral process.
 - CHDP/Human Services Division(s) gather information for the Plan & Fiscal Guidelines
 report. Information needed is the total cases from the previous fiscal year for Eligibility,
 Cal-WORKS and Foster Care. Health Services will supply this information by July 15
 for the fiscal year just completed.

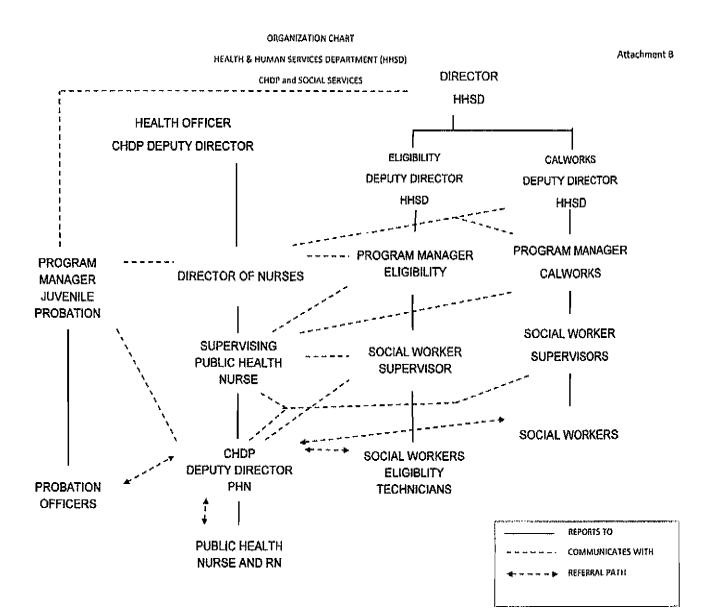
B. CHDP/HCPCFC Performance Measure Data on the number of children in foster care, and the number receiving timely health and dental exams will be complied and shared between departments annually. HCPCFC will supply this information by August 1 for the fiscal year just completed.

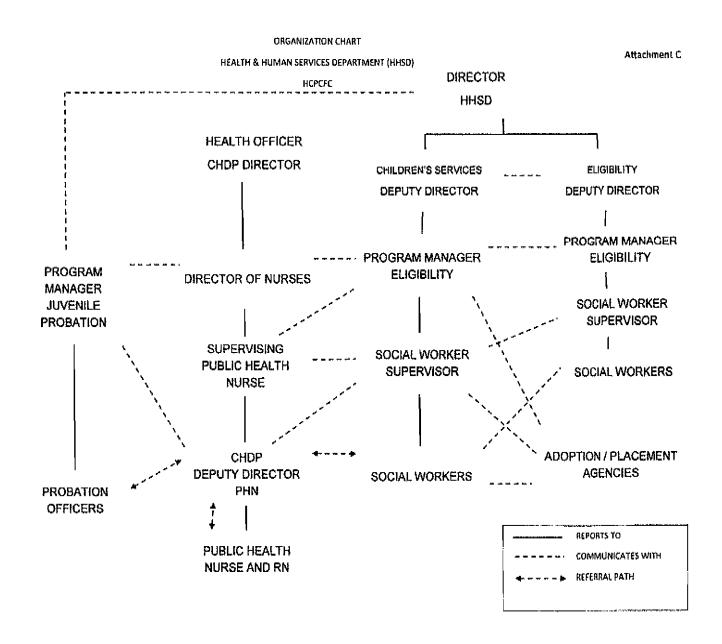
XI. Program Evaluation

- A. In the applicable Human Service Division, applications for CalWORKs and Medi-Cal are reviewed by supervising staff. Ongoing evaluation of forms completed, information filed, correspondence sent, etc., is being reviewed by the CHDP Deputy Director and the supervising staff of the Public Health Division.
- B. There is close inter-working between the EPSDT/CHDP staff and the Director of Nursing in the Public Health Division. Problems are discussed between the CHDP Deputy Director and the appropriate staff with changes made as necessary.
- C. In the Public Health Division, periodic notification procedures are discussed between the CHDP Deputy Director and the appropriate staff with changes made as necessary.
- D. No special studies are being done by either department at this time.
- E. Case management review of the CHDP process/system is ongoing by CHDP staff (e.g. CHDP Deputy Director periodically spot checks PM 160s for specific data and/or questions on follow up of diagnosis and treatment).

The Interagency Plan is reviewed every two years by the CHDP Deputy Director and supervisory staff at the Public Health Division and it is referred to in the event of questions/concerns throughout the year.

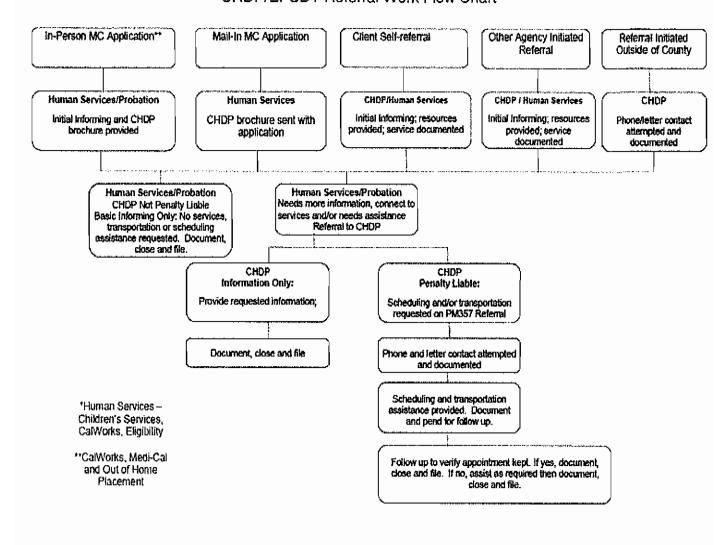






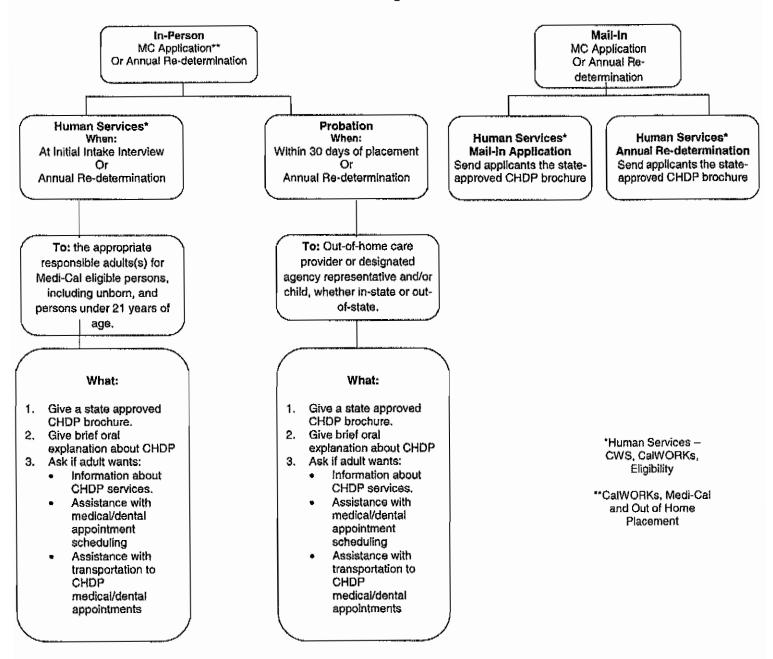
YUBA COUNTY HEALTH & HUMAN SERVICES DEPARTMENT CHDP / Human Services* / Probation CHDP/EPSDT Referral Work Flow Chart

Attachment D



Attachment E

YUBA COUNTY HEALTH & HUMAN SERVICES DEPARTMENT Human Services* / Probation CHDP Basic Informing Work Flow Chart



Activity	CalWORKs/Medi-Cal Eligibility Technician	Social Workers/Probation Officers
Activity Basic Informing *	CalWORKs/Medi-Cal Eligibility Technician WHEN: At the face-to-face eligibility intake interview. At the time of the annual redetermination. (See below for annual re-determination by mail.) TO: The appropriate responsible adult(s) for Medi-Cal eligible persons, including unborn, and persons under 21 years of age: All Medi-Cal recipients from birth to age 21 are eligible for CHDP scheduled periodic health assessments and services based on the federally mandated Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Program. CHDP provides a schedule of periodic health services to non-Medi-Cal children and youth from birth to age 19 years whose family income is equal to or less than 200 percent of the federal income guidelines. All children and youth are eligible for health assessments based on the same schedule or periodicity used for Medi-Cal children and youth. WHAT: (1) Give a state approved CHDP brochure. (2) Give oral explanation about CHDP including: The value of preventive health services. Availability of health assessments. Availability of dental services. The need for prompt diagnosis and treatment of suspected conditions to prevent disabilities and that all medically necessary diagnosis and	Social Workers/Probation Officers WHEN: Within 30 days of placement. Annually at eligibility redetermination. TO: Out-of-home care provider or designated agency representative and/or child, whether in-state or out-of-state.* What: (1) Give a state approved CHDP brochure. (2) Give oral explanation about CHDP including: The value of preventive health services. Availability of health assessments annually and at time of new placement. Availability of dental services. The need for prompt diagnosis and treatment of suspected conditions to prevent disabilities and that all medically necessary diagnosis and treatment services will be paid for by Medi-Cal. The nature, scope, and benefits of the CHDP program. (3) Ask if adult wants: Information about CHDP services. Services (CHDP medical and/or dental). Assistance with appointment scheduling and/or transportation to obtain requested CHDP medical and/or dental services.
	treatment services will be paid for by Medi-Cal. The nature, scope, and benefits of the CHDP program.	

Activity	CalWORKs/Medi-Cal Eligibility Technician	Social Workers/Probation Officers
	(3) Ask if adult wants:	
or audio tape for blind	DP program will be by following methods when members, use of pictures for those people who ow literacy materials in other selected language	do not understand the English
Documentation of Basic Informing	WHEN: Initial and in-person or telephone annual re-determinations. (See below for annual re-determination by mail.) WHAT: Document on the CIV program:	WHEN: Initial and annual re-determinations. WHAT: Document in the CHDP program area of the Identification Page in the Placement Notebook in the Placement Management Section in the Client Services Application on the Child Welfare Services/Case Management System (CWS/CMS): Date care provider was informed of the CHDP program and brochure given. Care provider's request for CHDP services. Document the results of informing in the case record.
PM 357 Referral	The CHDP Referral Form PM 357 must be completed in entirety when "Yes" response is given, written or verbal, to	The CHDP Referral Form PM 357 must be completed on all Foster Care and Probation cases, whether services are

offers of more information about CHDP, CHDP medical/dental services, and

appointment scheduling/ transportation

assistance. Completed PM 357s will be sent to the CHDP/EPSDT Unit. This action

is required to ensure these services are

Staff responsible for placement will complete the PM 357, document the

the offers of CHDP information and services, maintain a copy in the case record, and forward a copy to the Foster

care provider and/or child's response to

requested or not.

Activity	CalWORKs/Medi-Cal Eligibility Technician	Social Workers/Probation Officers
	received and that any necessary diagnostic and/or treatment services are initiated within 120 days of the date of eligibility determination for person receiving assistance through CalWORKs or Medi-Cal, and within 120 days of the date of request for children in foster care placement.	Care PHN for further action. Ref: CHDP program Letter No. 81-5 and All County Letter No. 81-43.
Intensive	Receives referrals of Medi-Cal eligible persons under 21 years of age, including the unborn, and will: Intensively inform those requesting more information. Offer scheduling and transportation assistance to those who request CHDP medical and/or dental services. Provide for the penalty liable requested scheduling and/or transportation assistance so that medical and/or dental services can be received from a managed care plan or provider of the requester's choice. Pre-paid Health Plan enrollment will be documented. Services are provided under income eligibility if pre-paid health plan does not cover preventive services. Medi-Cal Managed Care clients will be referred to their Member Services Department for assistance. Assure that families asking for health assessment procedures not furnished by their provider are referred to another provider for those procedures so that all requested CHDP services are received within 120 days of the initial request. Medi-Cal Managed Care clients will be referred to their Member Services Department for assistance. Follow up on families requesting appointment scheduling and transportation assistance to: O Re-offer scheduling and transportation assistance to those persons whose failure to keep appointments was not due	Receives referrals of Medi-Cal eligible persons under 21 years of age who are in out-of-home placement, and will: Intensively inform those requesting more information. Offer scheduling and transportation assistance to those who request CHDP medical and/or dental services. Provide for the penalty liable requested scheduling and/or transportation assistance so that medical and/or dental services can be received from a managed care plan or provider of the requester's choice. Pre-paid Health Plan enrollment will be documented. Services are provided under income eligibility if pre-paid health plan does not cover preventive services. Medi-Cal Managed Care clients will be referred to their Member Services Department for assistance. Assure that families asking for health assessment procedures not furnished by their provider are referred to another provider for those procedures so that all requested CHDP services are received within 120 days of the initial request. Medi-Cal Managed Care clients will be referred to their Member Services Department for assistance. Follow up on families requesting appointment scheduling and transportation assistance to:
Intensive	to an action or decision of the family or child. o Offer and provide requested	 Re-offer scheduling and transportation assistance to those persons whose failure

Activity	CalWORKs/Medi-Cal Eligibility Technician	Social Workers/Probation Officers
Informing (Continued)	assistance to those for whom further diagnosis and treatment is indicated. • Medi-Cal Managed Care clients will be referred to their Member Services Department for assistance. These services will be provided and diagnosis and treatment initiated within 120 days of the person's date of eligibility determination or re-determination, and within 120 days of a request if by self-referral or for children in Foster Care unless: o Eligibility is lost. o Child is lost to contact and a good faith effort (see below*) was made to locate the child. o Failure to receive services was due to an action or decision of the family or child. • Assure that persons asking for health assessment procedures not furnished by their provider are referred to another provider for those procedures so that all requested CHDP services are received within 120 days of the initial request. • Follow-up on persons requesting appointment scheduling and transportation assistance to: o Re-offer scheduling and transportation assistance to those persons whose failure to keep appointments was not due to an action or decision of the family or child. o Offer and provide requested assistance to those for whom further diagnosis and treatment is indicated. *A Good Faith Effort will be made to locate all persons lost to contact. Upon request, Human Services, CalWORKs and Eligibility will share current addresses, telephone numbers, and Medi-Cal status of these persons with CHDP/EPSDT program. Allowance for the exchange of this confidential information is based on Federal and State regulations.	to keep appointments was not due to an action or decision of the family or child. o Offer and provide requested assistance to those for whom further diagnosis and treatment is indicated. • Medi-Cal Managed Care clients will be referred to their Member Services Department for assistance. These services will be provided and diagnosis and treatment initiated within 120 days of the person's date of eligibility determination or redetermination, and within 120 days of a request if by self-referral or for children in Foster Care unless: o Eligibility is lost. o Child is lost to contact and a good faith effort (refer to CHDP/EPSDT Unit section) was made to locate the child. o Failure to receive services was due to an action or decision of the family or child. • Assure that persons asking for health assessment procedures not furnished by their provider are referred to another provider for those procedures so that all requested CHDP services are received within 120 days of the initial request. • Follow-up on persons requesting appointment scheduling and transportation assistance to: o Re-offer scheduling and transportation assistance to those persons whose failure to keep appointments was not due to an action or decision of the family or child. o Offer and provide requested assistance to those for whom further diagnosis and treatment is indicated. • The assigned Foster Care PHN will work with the placement staff, either Probation Officers or Social Workers, to ensure that information about the need for CHDP health and dental exams and available

Activity	CalWORKs/Medi-Cal Eligibility Technician	Social Workers/Probation Officers
		information on the health status of children is accurately conveyed at the time of out-of-home placement with a licensed foster parent, relative care giver or group home, or upon return of the child to the parent(s). The assigned Foster Care PHN will inform caregivers/payees responsible for children placed out-of-county of the need for CHDP exams within the prescribed timelines and will offer assistance in locating medical and dental providers. The assigned Foster Care PHN will facilitate coordination with the out-of-county CHDP Program to assure
		assistance in locating medical and dental providers as needed.
Documentation of Intensive Informing	The following will be documented on the CHDP Referral Form (PM 357) for each eligible person listed: For health and/or dental services:	The following will be documented on the CHDP Referral Form (PM 357) for each eligible person listed: For health and/or dental services:
morning	 Type of transportation assistance and date given. Appointment scheduling assistance and date given. Date(s) of appointment(s) and name(s) of provider(s). 	Type of transportation assistance and date given. Appointment scheduling assistance and date given. Date(s) of appointment(s) and name(s) of provider(s).
	When further diagnosis and treatment services needed: Response to offer of transportation and appointment scheduling assistance. Type of transportation assistance and date given. Appointment scheduling assistance and date given. Date(s) of appointment(s) and name(s) of provider(s). Date that transportation and/or appointment scheduling assistance was declined (if applicable) and by whom. Disposition of case: appointment kept* or not kept, eligibility lost, family declined further services, or family/child lost to contact and a good faith effort was made to locate the person.	When further diagnosis and treatment services needed: Response to offer of appointment scheduling and transportation assistance. Type of transportation assistance and date given. Appointment scheduling assistance and date given Date(s) of appointment(s) and name(s) of provider(s). Date that transportation and/or appointment scheduling assistance was declined (if applicable) and by whom. Disposition of case: appointment kept* or not kept, eligibility lost, family declined further services, or family/child lost to contact and a good faith effort was made to locate
	* Confirmation of CHDP services must be	the person. * Confirmation of CHDP services must

Attachment F to Exhibit A-1

Activity	CalWORKs/Medi-Cal Eligibility Technician	Social Workers/Probation Officers
	done by at least one of the following methods: PM 160 on file, provider verification, or parent/child verification.	be done by at least one of the following methods: PM 160 on file, provider verification, or parent/child verification.
	A Good Faith Effort will be made to locate all persons lost to contact. The EPSDT Unit/CHDP Program will query the Human Services Divisions for current addresses, telephone numbers, and Medi-Cal status of these persons. Upon request, the Human Services Divisions will share this information. The exchange of this confidential information is based on Federal and State regulations.	A Good Faith Effort will be made to locate all persons lost to contact. The EPSDT Unit/CHDP Program will query the Human Services Divisions for current addresses, telephone numbers, and Medi-Cal status of these persons. Upon request, the Human Services Divisions will share this information. The exchange of this confidential informatio is based on Federal and State regulations.

EXHIBIT A-2

HCPCFC and CHDP Foster Care Nurse Services Scope of Work and Assigned Responsibilities

- Purpose: The collaboration between HSD, PHD and PHD Public Health Nurses is intended to create a more comprehensive system of health service delivery for children in out-of-home placement.
- II. Objectives: Yuba County Public Health and Children's Services have identified the following specific objectives for continued focus for fiscal years 2015 and forward until revised by mutual agreement:
 - A. Children in out-of-home placement, who are at greater risk for health and dental problems, will receive well-child health and dental assessments per the periodicity schedule recommended for children in foster care. To provide coordinated, comprehensive, and culturally competent services for children living in foster care (relative/kinship, foster family homes, group homes, etc.) including CHDP health assessment services and necessary diagnostic and treatment services.
 - B. Pre-court reviews to ensure up-to-date medical information.

III. PHN and Placement Staff (Social Worker/Probation Officer) Responsibilities

- A. The role of the Public Health Nurse is to identify, respond to, and enhance the physical, mental, dental and developmental well-being of children in out-ofhome placement.
- B. The role of the Social Worker/Probation Officer is to coordinate and monitor the network of services necessary to ensure the overall health, safety and well-being of children in out-of-home-placement.

/	/	/	
/	/	/	

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IV. Areas of Collaboration and Suggested Responsibilities:

Service Provided	Local CHDP Responsibilities Foster Care PHN	Local Children's Services Agency/Probation Department Responsibilities Social Worker/Probation Officer
Accessing Resources	 PHN will identify health care providers in the community. PHN will evaluate the adequacy, accessibility and availability of the referral network for health care services and collaborate with CHDP staff to identify and recruit additional qualified providers. PHN will serve as a resource to facilitate (e.g., assist in scheduling appointments, arranging transportation, etc.) referrals to early intervention providers, specialty providers, dentists, mental health providers, CCS and other community programs. PHN will assist PHNs in the child's county of residence to identify and access resources to address the health care needs of children placed out of county. 	 Children's Services Social Worker/Probation Officer or designee will work with PHN to ensure that all children in foster care are referred for health services appropriate to age and health status on a timely basis. Children's Services Social Worker/Probation Officer or designee will work with the substitute care provider (Foster Parent) and the PHN to identily an appropriate health care provider for the child. Social Worker/Probation Officer or designee will work with the PHN to ensure that children placed out of county have access to health services appropriate to age and health status.
Health Care Planning and Coordination	 PHN will interpret health care reports for social worker/probation officers and others as needed. PHN will develop a health plan for each child expected to remain in foster care. PHN will work with substitute care provider to ensure that the child's Health and Education Passport or its equivalent is updated. PHN will assist substitute care providers in obtaining timely comprehensive assessments. PHN will expedite timely referrals for medical, dental, developmental, and mental health services. PHN will assist social worker/probation officer in obtaining additional services necessary to educate and/or support the foster caregiver in providing for the special health care needs, including but not limited to Early and Periodic Screening, Diagnosis, and Treatment Supplemental Services (EPSDT-SS). PHN will obtain and provide health care documentation when necessary to 	 Social Worker/Probation Officer or designee will collaborate with PHN to develop a health plan which identifies the health care needs and service priorities for each child expected to remain in foster care for 6 months or longer. Social Worker/Probation Officer or designee will incorporate health plan into child's case record. Social Worker/Probation Officer or designee will assemble and provide health care documentation to the court when necessary to support the request for health care services. Social Worker/Probation Officer or designee will collaborate to complete and keep current the child's Health and Education Passport or its equivalent and provide a copy of the HEP to the substitute care provider. Social Worker/Probation Officer or designee will consult with the PHN to assess the suitability of the foster

Service Provided	Local CHDP Responsibilities Foster Care PHN	Local Children's Services Agency/Probation Department Responsibilities Social Worker/Probation Officer				
	support the request for health care services. PHN will collaborate with social worker/probation officer, biological parent when possible and substitute care provider to ensure that necessary medical/health care information is available to those persons responsible for providing healthcare for the child, including a copy of the Health Education Passport (HEP) to the substitute care provider. PHN will assist social worker/probation officer to assess the suitability of the foster care placement in light of the health care needs of the child. PHN will collaborate with the social worker/probation officer and substitute care provider to develop a system of tracking and follow-up on changes in the health care status of the child, service needs, effectiveness of services provided, etc. PHN will review child's health plan with social worker/probation officer as needed and at least every six months.	care placement in light of the health care needs of the child. Social Worker/Probation Officer of designee will collaborate with the PHN and substitute care provider to develop a system of tracking and follow-up on changes in the health care status of the child, service needs, effectiveness of services provided, etc. Social Worker/Probation Officer or designee will review child's health plan with PHN at least every six months and before every court hearing. Relevant information will be incorporated into the HEP and court report.				
Training/ Orientation	PHN will participate in developing and providing educational programs for health care providers to increase community awareness of and interest in the special health care needs of children in foster care. PHN will educate social workers, juvenile court staff, substitute care providers, school nurses and others about the health care needs of children in foster care.	 HSD agency staff/Probation Officers or designee will provide input to PHN in developing curriculum for training others about health care needs of children in foster care. HSD agency staff/Probation Officers or designee will collaborate with PHNs in educating juvenile court staff, substitute care providers, and others about the health care needs of children in foster care. HSD agency personnel will arrange for PHN access to the Child Welfare Services/Case Management System (CWS/CMS) system and provide training in its use. 				
Policy/Procedure Development	PHN will provide program consultation to DSS/ Probation Departments in the development and implementation of the EPSDT/CHDP Program policies related	HSD agency staff/Probation Officers or designee will include the PHN in team meetings and provide orientation to social services and				

Service Provided	Local CHDP Responsibilities Foster Care PHN	Local Children's Services Agency/Probation Department Responsibilities Social Worker/Probation Officer			
	to the Health Care Program for Children In Foster Care. PHN will participate in multi-disciplinary meetings for review of health-related issues.	consultation on CWS/CMS.			
Transition from Foster Care	PHN will provide assistance to the Social Worker/Probation Officer and youths leaving foster care on the availability of options of health care coverage as well as community resources to meet the health care needs upon emancipation.	HSD agency staff/Probation Officers or designee will collaborate with PHN to assure youths leaving foster care supervision are aware and connected to resources for independent living.			
Quality Improvement	 PHN will conduct joint reviews of case records for documentation of health care services with HSD agency/Probation Department. PHN will work with HSD agency/Probation Department to develop a plan for evaluating the process and impact of the addition of the PHN component to the foster care team. PHN will establish baseline data for evaluating health care services provided to children in foster care. 	HSD agency staff/Probation Officers or designee will conduct joint reviews of case records for documentation of health care services HSD agency/Probation Department will work with PHN to develop a plan for evaluating the process and impact of the addition of the PHN component to the foster care team. HSD agency/Probation Officers or designee will collaborate and assist PHN in gathering data.			

State of California - Health and Human Services Agency

CHDP Administrative Budget Summary for FY 2017-2018

No County/City Match

County/City Name: Yuba

Column	1	2	ဗ	4	5
Category/Line Item	Total Budget (2 + 3)	Total CHDP Budget	Total Medi-Cal Budget (4 + 5)	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
. Total Personnel Expenses	\$86,598	\$	\$86,598	\$62,186	\$24,411
I. Total Operating Expenses	\$6,000	0\$	\$6,000	\$810	\$5,190
II. Total Capital Expenses					
V. Total Indirect Expenses	\$21,649	0\$	\$21,649		\$21,649
/ Total Other Expenses					
Sudget Grand Total	\$114,247	\$0	\$114,247	\$62,996	\$51,250
Column	-	c	er.	4	ıc
Column		7	2	4	n
Source of Funds	Total Funds	Total CHDP Budget	Total Medi-Çal Budget	Enhanced State/Federal	Nonenhanced State/Federal
State General Funds					
Medi-Cal Funds:			\$114,247		
State	\$41,375		\$41,375	\$15,749	\$25,626
Federal (Title XIX)	\$72,872		\$72,872	\$47,247	\$25,625
Hy Hangler		8-8-17	530-749-6754	llangley@co.yuba.ca.us	m
Prepared By (Signature)		Date Prepared	Phone Number	Email Address	
Cherul amolensen PHN	N	11-8-8	530-749-6454	candersen@co.yuba.ca.us	SITE

Director (Signature)

candersen@co.yuba.ca.us **Email Address**

Phone Number 530-749-6454

CHDP Administrative Budget Worksheet for FY 17-18 No County/City Match State and State/Federal

County/City Name: Yuba

Column	1A_	18	_1	2A .	. 2	3A	3	4A	4	5A	5
	1	<u> </u>	Total Budget	CHDP		Total	Total Medi-Cal		Enhanced		Nonenhanced
Category/Line Item	% or	Annual Salary	(1A x 1B or	% or	Total CHOP	Medi-Cai	Budget	% ог	State/Federal	%.or FTE	State/Federal
Catagory, Cilia Italii	FTE	ATTRIUGE SHIBITY		FTE	Budget			FTE		76.01 F I €	
			2 + 3)	FIE		%	(4 + 5)		(25/75)		(60/50)
Personnel Expenses											
		ummini.	ummini	IIIIII.	mmm		mumini.		mmm		
1. PHN II CHDP Dep Dir Andersen	25.00%	\$69,644	\$22,411			100.00%	\$22,411	90.0%	\$20,169,90		\$2,241.10
2. PMN III - Divecchie	4.00%	\$84,096	\$3,364			100%	\$3,364	89.0%	\$2,993,82	11.00%	\$370.02
3. Office Spec Harriger	25,50%	\$41,776	\$10,653			100%	\$10,652.88			100.00%	\$10,853
Supervising PHN I - Camarena	4.00%	\$100,191	\$4,008			100%	\$4,007.64	91.0%	\$3,647	9.00%	\$361
5, Fiscal - TBD	3,73%	\$38,284	\$1,426			100%				100.00%	51,426
6. OA Bilingual - Villalobos	5.00%		\$1,847			100%	\$1,847.20			100.00%	\$1,847
7. PHN II Kimberly Agopra	25%	\$86,071	\$21,396,39			100%	\$21,396	90%	\$19,257	10%	
A		7-71-11				10070	72.1444		414(44)	1,2 ,2	42,1.12
9.					-						
	92%					-		-			
Total Salaries and Wages	94%	mmmmm	\$65,105	THE STATE OF		mme.	mor 40°	anne	#40.003	mmm.	\$19,038
	411111		\$65,105	41444	\$0	HAMA	565,105		\$46,067	HHH	\$19,038
Less Salary Savings	411111	UUUUUU	### 1CT	ШШ			655.45	mi	4 15 5	amm	848.85
Not Salaries and Wages	MILLE	uuuuuu	\$65,105	*****	\$0		\$65,105		\$46,067		\$19 _, 03B
Staff Benefits (Specify %) Actual	anni		\$21,492	MILL		IIIIIII	\$21,492	anni	\$16,119	WHITE I	\$5,373
I. Total Personnel Expenses		لللالللالللاللا	\$66,597	uuu	\$O	IIIIII	\$86,597	UUUL	\$62,186	auuu	\$24,411
II. Operating Exponses	IIIII	<i>IIIIIIIIII</i>	<u>IIIIIIIIII</u>	anni	illillillilli.	IIIIIIX	<i>IIIIIIIIII</i>	anni		ШШ	MINIMUX
1. Trevel	MILL	<i>THIIIIIIX</i>	\$1,500	IIIII		IIIIIII	\$1,500	711111	\$810	THILL	\$690
2. Training	MILLE	THINING	50	MILLE		THIM	.20	MILLE	\$0	IIIIII	\$0
3. Office Expense			\$1,500			mm	\$1,500		ummumi.	THITE.	\$1,500
4. Educational Material	IIIII	THINING THE	\$1,500	dilli		IIIIIII	\$1,500	IIIIII	illillillilli.	mm	\$1,500
5. Space Rental	m	THIN THE	80			mm	-\$0	IIIII	mmm	THINK.	\$0
6. Communications	111111	MINITE	\$0	mm		Milli	\$0	Milli	11111111111	MALLERY	\$0
7. Provider Training	111111	41111111	\$1,500			HHH	\$1,500	HHH	mmm	111111	\$1,500
8. Equipment	dilli	mmm	V1,100	HHH.		HHHH	\$0	Hilli	mmmi	illilli	\$0
9.	HHH	<i>HIHIHI</i>		HHH		HHHH	3	HHH	HHHHH	HHIR	***
10.	-4444			HHH		HHHH		HHH			├
II. Total Operating Expenses	HHH		#C 000	HHH		HHHH	\$6.000	44444	\$810	HHHH	*5 400
III. Capital Expenses	HHH	HHHHH	\$6,000	HHH	mmmi	HHHA	30.000	HHHA	William William	HHHH	\$5,190
	4444	HHHHHK	ammin		mmm		mmmi	HHH		HHHH	<i>annunni</i>
1.	ann.		1	111111			1	μ		XIIIII	
2.	dilli							uuu			
3.	الللا			ullille		IIIIII		ШИ		ullille	1
4.	uuu			min				m			
5.	777777							MIIII			1
II, Total Capital Expenses							3				<u>. </u>
tV. Indirect Expenses	IIIII	ummumi			IIIIIIIIII	IIIIII)	HIIIIIIII		ummmi	mm	ilinininis.
1. Internal (Specify %) 25.00%	IIIIII	<i>IIIIIIIII</i>	521,649	IIIIII		IIIIII	\$21,649	IIIIII	IIIIIIIIIII	IIIIIE	\$21,649
2, External (Specify %) 0.00%	m_{IIIII}		0.00	min		mm		mm	THIN THE	mm	
IV. Total Indirect Expenses	Milli	THITTING THE	\$21,649	HIII		THITTE	\$21,649	THIII)	mmmi	THINK	\$21,649
V. Other Expenses	Willi	HHHHH	iiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiii	ana	mmm	41111112	iniiimmi.	Mille	HHHHH	MHH	imminuk
Ť	HHH	HHHHHK	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Hilli.		HHHH	<i>*************************************</i>	HHH	HHHHHH	HHH	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
2.	Hilli	HHHHH		HHH		HHHH	1	HHH	HHHHHH	HHHR	
3.	44444		}	HHH		HHHH	}	HHH		HHHK	-
4.	41111		}	HHH		annn		HHH		AHHH	
5.	HHH	HHHHH		HHH		HHHH	}	AHHH		HHH	
	-1111111			HHH		HHHA		AHHH		HHHH	}
V. Total Other Expenses	-111111								amminin		
Budget Grand Total			\$114,247		\$0		\$114,246		\$62,996		\$51,25 <u>0</u>
	1		10			-					
		10 7	mich	101	8-8	1-1					
		1	1 cary		0 0		530-749-6754	lla	ngley@co.yuba.ca	1.US	_
	Prepare	ed By (Signalure))	,	Date Prep	ared	Phone Nu	mber	Email Add	ress	_
			A	d Ave		0.10					
	Ow	vy an	courser	PH	M B.	8-17	530-749-6454		candersanitico v	uba.ca.us	
	CHE	OP Director or			Date		Phone Nu	mber	Émeil Add		•
		outy Director			Suit						
	50	eri' muanisi									

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CHDP NON COUNTY MATCH BUDGET NARRATIVE FISCAL YEAR 2017-2018

1. PERSONNEL EXPENSES \$65,105 Total Salaries: Total Benefits: \$21,492 **Total Personnel Expenses:** \$86,597 П, OPERATING EXPENSES l \$ 1,500 Includes travel to Statewide conferences, regional meetings, Travel travel for approved training, daily business, plane, and per diem for lodging/meals. 2 Training \$ 3 \$ Equipment Office Expense \$ 1,500 Office supplies. Copies, Postage and various materials for day to day operations 5 Educational Material \$ 1,500 Materials to promote healthy lifestyles, childhood safety, oral health and/or other Public Health messages for children 0-21. CHDP staff, during outreach activities will hand out educational material to health providers and the community. 6 Space Rent (150 sq ft x \$2.41 per sq ft x .88 FTE's x 12 mo=\$3,817.44) + (114.57 sq ft x \$2.41 per sq ft x .88 FTE's x 12 for common space area = \$2,915.88) 1,500 Audiology, Vision, Motivating Interviewing, Floride Varnish training or as determined by need. 8 Provider Training **Total Operating Expenses:** \$ 6,000 111. CAPITAL EXPENDITURES IV. INDIRECT EXPENSE 1 21,649 25% of Total Personnel Expense to cover indirect expenses. Internal ż External \$ S 21,649 Total Indirect Expenses: Other Expenses V.

Total Other Expenses:

114,247

BUDGET GRAND TOTAL:

YUBA COUNTY 69 CMS PLAN FY 2017-2018

CHDP Administrative Budget Summary for FY 2017-2018

County/City Match

County/City Name: Yuba

Category/Line Item (2		4	
	Total Budget (2 + 3)	Enhanced County/City/Federal (25/75)	Nonenhanced County/City/Federal (50/50)
i. Total Personnel Expenses	\$42,953	\$37,001	\$5,952
II. Total Operating Expenses	\$2,500	\$1,080	\$1,420
III. Total Capital Expenses	\$0		0\$
IV. Total Indirect Expenses	\$10,738		\$10,738
V. Total Other Expenses	0\$		0\$
Budget Grand Total	\$56,191	\$38,081	\$18,110

CHDP Administrative Budget Worksheet for FY 17-18 County/City Match County/City Name: Yuba

Column	1A	1B	1	2A	2	3A	3
	n/		Total Budget	0/	Enhanced	04	Nonenhanced
Category/Line Item	% or	Annual Salary	(1A x 1B or	% or	County/City/Federal	% or	County/City/Federal
	FTE		2 + 3)	FTE	(25/75)	FTE	(50/50)
1. Personnel Expenses	amm	minimumik	mminimm	mmmi	manifoli de la companione	mm	maniferina de la companione de la compan
n i ordonnor Expensed	HHH			HHHH		HHH	
1. PHN II CHDP Dep. Dir. Andersen	15%	\$89,644	\$13,447	91%	\$12,236	9%	\$1,210
2. PHN II Hedley	5%		\$4,988	89%		11%	\$549
3. PHN II Agcorpa	15%		\$12,910.65	90%		10%	
		4=0,011	47=1515.55		\$71,025	1000	
							_
6.							
7			_				
8.							
9.							
10.	35%						
Total Salaries and Wages	IIIIII		\$31,345	IIIIIIII	\$28,295	IIIIIII	\$3,050
Less Salary Savings	IIIII		(C)(147)	IIIIIIII		IIIIII	
Net Salaries and Wages	IIIIIII	THILLIH WALLEY	\$31,345	IIIIIIIII	\$28,295	IIIIII	\$3,050
Staff Benefits (Specify Actual	MILL		\$11,607	MILLERY	\$8,705	IIIIII	\$2,902
I. Total Personnel Expenses	IIIIII		\$42,953	IIIIIIII	\$37,001	ШИЦ	\$5,952
II. Operating Expenses	IIIIII			IIIIIIII		AIIIII	
1. Travel			\$1,000		\$540	ШШ	\$460
2. Training			\$1,000		\$540		\$460
3. Office Expense			\$500	IIIIIIII			\$500
Educational Material	ШШ			IIIIIIII		MIIII	\$0
5. Space Rental	MIIII					MILLER	\$0
6. Communications				MIIIIII		ШШ	\$0
7. Provider Training				UIIIIII			
8. Equipment							
9,							
10.	MILLI			HHHH		HHH	
II, Total Operating Expenses			\$2,500	UIIIIIA	\$1,080	ШШ	\$1,420
III, Capital Expenses			HIIIIIIIIII	HHHH		HHH	
1,				HHHH		HHHA	
2.	HHH		_	HHHHA			
3.	HHH			HHHH		HHH	
4.	HHH			HHHHH		HHH	
II. Total Capital Expenses	HHH			HHHHH		HHHR	
IV. Indirect Expenses	HHH			HHHHH	minimization in the second	HHH	
1. Internal (Specify %) 25,00%	HHH		\$10,738	HHHH		HHH	\$10,738
2. External (Specify %) 25.00%			\$ \$10,150	HHHH		HHH	410,799
IV. Total Indirect Expenses	HHH		\$10,738	HHHH		HHHH	\$10,738
V. Other Expenses	HHH		iiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiii	HHHH		HHH	illimuumiiniinii
1.	HHH			HHHH		HHHK	
ž	HHH			HHHH		THINK.	
3.	HHH		} -	HHHH		THINK	
4	HHH			HHHH		HIIIX	
5.	HHH	HHHHHHK		HHHH	<i>Hillillillillilli</i>	HIIIK	
V. Total Other Expenses	MHH	HHHHHH		Millilli		HIIIIR	
Budget Grand Total	MILL		\$56,191	MIIIII	\$38,081	IIIIII	\$18,110
			-	Name of the last			
X. X.			0 0				
X4 Lanal	ey		8-8-1	7	530-749-6754		llangley@co.vuba.ca.us
Du Lamals	ey		Nate Prepared	7_	530-749-6754 Phone Number		
X, X,	ey		X-8-1 Date Prepared	7	530-749-6754 Phone Number		llangley@co.yuba.ca.us Email Address
Prepared By (Sidnature)	ey	Dund		7			
Du Lamals	n	PHN	8-8-17	7			Email Address candersen@co.yuba.ca.us
Prepared By (Sidnature)		PHN		7	Phone Number		Email Address

CHDP BUDGET NARRATIVE PROJECTED FISCAL YEAR 2017-2018

Į. PERSONNEL EXPENSES Total Salaries: \$31,345 Total Benefits: \$11,607 Total Personnel Expenses: \$42,953 II. OPERATING EXPENSES \$ Office Expense 500 Office supplies, Copies, Postage and various materials for day to day operations \$ - (150 sq ft x \$2.41 per sq ft x .75 FTE's x 12 mo=\$3,253.56) + 2 Space Rental (114.57 sq ft x \$2.41 per sq ft x .75 FTE's x 12 for common space area = \$2,485.00) 3 Communications \$ Travel \$1,000 Includes travel to Statewide conferences, regional meetings, travel for approved training, daily business, plane, and per diem for lodging/meals. 1,000 Cost of Various trainings thru out this FY 17/18. 5 Training \$ Total Operating Expenses: S 2,500 CAPITAL EXPENDITURES 111. INDIRECT EXPENSE IV. 10,738 25% of Total Personnel Expense to cover indirect expenses. 1 \$ Internal 2 <u>External</u> 10,738 Total Indirect Expenses: Other Expenses Total Other Expenses:

\$56,191

BUDGET GRAND TOTAL:

HCPCFC Administrative Budget Worksheet Fiscal Year 2017-2018

County/City Name: Yuba County

Column	1A	1B	1	2A	2	3Ä	3
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
I, Personnel Expenses		illillillillilli.		IIIIIII:	ummumm	illilli.	
Hadley, Alexandra E.	47.46%	\$99,764	\$47,348	94%	\$44,696.27	6%	\$2,651.47
2. Andersen, Cheryl	2.50%	\$89,644	\$2,241.10	90%	\$2,016.99	10%	\$224.11
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Salaries and Wages	50%		\$49,589	ШШ	\$46,713	ЩЩД	\$2,876
Less Salary Savings							
Net Salaries and Wages			\$49,589		\$46,713		\$2,876
Staff Benefits (Specify %) Actual			\$37,891		\$35,769.10	ШШ	\$2,121.90
I. Total Personnel Expenses			\$87,480		\$82,482		\$4,997
II. Operating Expenses							
1. Travel			\$0		\$0		\$0
2. Training			\$0		\$0		\$0
II. Total Operating Expenses			\$0		\$0		\$0
III. Capital Expenses							
1.							
2.							
II. Total Capital Expenses							
IV. Indirect Expenses							
1. Internal (Specify %) 25.00%			\$ 21 ₁ 870	uuun			\$ 21,870
2. External							
IV. Total Indirect Expenses			\$ 21,870	IIIIII		UUUUX	\$ 21,870
V. Other Expenses	HILLIA					HILLER	
1.				<i>WILLER</i>		UUUU	
Z.				MILLI		IIIIII	
V. Total Other Expenses	ШШ					umm	
Budget Grand Total	<u>IIIIIIIIA</u>		\$109,350		\$82,482	IIIIIII	\$26,867

530-749-6754 llangley@co.yuba.ca.us Phone Number Email Address CHDP Director or Deputy Director (Signature) candersen@co.yuba.ca.us 530-749-6454

Phone Number

Email Address

HCPCFC Administrative Budget Summary Fiscal Year 2017-2018

Department of Health Care Services - Children's Medical Services

County/City Name: Yuba County

Column	1	2	8
Category/Line Item	Total Budget (2 + 3)	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	\$87,480	\$82,482	\$4,997
II. Total Operating Expenses	0\$	0\$	0\$
III. Total Capital Expenses			
IV. Total Indirect Expenses	\$ 21,870		\$ 21,870
V. Total Other Expenses			
Budget Grand Total	\$109,350	\$82,482	\$26,867

Column	1	2	8
Source of Funds	Total Funds	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
State Funds	\$34,054	\$20,621	\$13,433
Federal Funds (Title XIX)	\$75,295	\$61,862	\$13,434
Budget Grand Total	\$109,350		
Kin Landley	6-8-17	530-749-6754	ilangley@co.yuba.ca.us
Prepared By (Signature)	Date Prepåred	Phone Number	Email Address
Chung andman PHN	8-8-17	530-749-6454	candersen@co.yuba.ca.us
CHDP Director or Deputy Director (Signature)	Date	Phone Number	Email Address

FY 17/18

I. PERSONNEL EXPENSES

Total Salaries: \$49,589

Total Benefits: \$37,891 Benefits are calculated as actuals

Total Personnel Expenses: \$ 87,480

II. OPERATING EXPENSES

! <u>Travel</u> \$0

2 <u>Training</u> \$0

Total Operating Expenses: \$0

III. <u>CAPITAL EXPENDITURES</u> \$0

IV. INDIRECT EXPENSE

I Internal \$21,870 25% of Total Personnel Expense to cover indirect expenses.

2 External S - Total Indirect Expenses: S 21,870

V. OTHER EXPENSES \$ -

BUDGET GRAND TOTAL: \$ 109,350

HCPCFC Administrative Budget Worksheet Fiscal Year 2017-2018 County/City Match County/City Name: Yuba County

Column	1A	1B	1	2A	2	3A_	3
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
I. Personnel Expenses	IIIIIIIII			IIIIIII.	uitimmini.	IIIIIII	
Hadley, Alexandra E.	37.54%	\$99,764	\$37,451	94%		6%	\$2,247.08
2. Andersen, Cheryl	2.50%	\$89,644	\$2,241	90%	\$2,016.77	10%	\$224.09
3.							
4.							
5.							
6							
7.							
8.							
9.							
10.			***			**********	
Total Salaries and Wages	40,0400%		\$39,692		\$37,221		\$2,471
Less Salary Savings							
Net Salarles and Wages			\$39,692	******	\$37,221		\$2,471
Staff Benefits (Specify %) Actual			\$37,611		\$35,354.34		\$2,256.66
I. Total Personnel Expenses			\$77,303		\$72,575		\$4,728
II. Operating Expenses						uuuu	
1. Travel	HHHHA		\$0		\$0		\$0
2. Training			\$0		\$0		\$0
II. Total Operating Expenses	HHHHA		\$0		\$0		\$0
III. Capital Expenses				HHH			
2.							
II. Total Capital Expenses							
IV. Indirect Expenses			40.000				
1. Internal (Specify %) 25.00% 2. External			\$ 19,326				\$ 19,326
IV. Total Indirect Expenses	HHHH		f 10.200	HHHH			iiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiii
V. Other Expenses	HHHH		\$ 19,326	HHHA		HHH	\$ 19,326
1	HHHH			HHHH		HHHH	
2.	HHHH	HHHHHH		HHH		HHHA	
V. Total Other Expenses	HHHH			HHHH		HHHH	
Budget Grand Total	HHHH	HHHHHH	\$96,629	HHHH	01111111111111111111111111111111111111	HHHH	\$24.054
Dudyer Grand Total	<i>HIIIIII</i>		\$50,029	viiiiii	\$72,575	IIIIIII	<u>\$24,05</u> 4

Hepared By (Signature)

Date prepared Phone Number Email Address

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Change Andersen Phy B-9-17

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Change Phy B-9-17

Date Phone Number Email Address

Foster Care Administrative Budget Summary Fiscal Year 2017-2018 County/City Match

Department of Health Care Services - Children's Medical Services

County/City Name: Yuba County

	_	7	2
Category/Line Item	Total Budget (2 + 3)	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	\$77,303	\$72,575	\$4,728
II. Total Operating Expenses	0\$	0\$	0\$
III. Total Capital Expenses			
IV. Total Indirect Expenses \$	19,326		\$ 19,326
V. Total Other Expenses			
Budget Grand Total	\$96,629	\$72,575	\$24,053

Column	1	2	3
Source of Funds	Total Funds	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
State Funds	\$30,171	\$18,144	\$12,026
Federal Funds (Title XIX)	\$66,458	\$54,432	\$12,027
Budget Grand Total	\$96,629		
Hy Hendler	11-8-8	530-749-6754	lia nofey@co.yuba.ca.us
Prepared By (Signature)	Date Prepared	Phone Number	Email Address
Cherry amounder PHIN	8-8-17	530-749-6454	candersen@co.yuba.ca.us
CHDP Director or Deputy Director (Signature)	Date	Phone Number	Email Address

FY 17/18

I. PERSONNEL EXPENSES

Total Salaries: \$39,692

Total Benefits: \$37,611 Benefits are calculated as actuals

Total Personnel Expenses: \$ 77,303

II. OPERATING EXPENSES

I <u>Travel</u> \$0

2 <u>Training</u> \$0

Total Operating Expenses: \$0

III. <u>CAPITAL EXPENDITURES</u> \$0

IV. <u>INDIRECT EXPENSE</u>

1 Internal \$19,326 25% of Total Personnel Expense to cover indirect expenses.

2 External S Total Indirect Expenses: \$ 19,326

V. OTHER EXPENSES \$

BUDGET GRAND TOTAL: \$ 96,629

State of California – Health and Human Services	Agency	epartment of Health Care Serv	Department of Health Care Services – Systems of Care Division
County/City Name: Yuba			
HCPCFC Psych	HCPCFC Psychotropic Medication Monitoring and Oversight (PMM&O) Budget Summary Fiscal Year 2017-18	nd Oversight (PMM&O) Budge 117-18	t Summary
Category/Line Item	Total Invoiced	Enhanced State/Federal (25/75)	Non-Enhanced State/Federal (50/50)
A	(B = C + D)	O	. a
l. Total Personnel Expenses	22,433	20,863	1,570
II. Total Operating Expenses III. Total Capital Expenses	1,100	1,045	CC CC
IV. Total Indirect Expenses	5,608		5,608
V. Total Other Expenses			
Expenditures Grand Total	29,142	21,908	7,234
			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Source of Funds	Total Funds Invoiced	Ennanced State/Federal	State/Federal
		(25/75)	(20/20)
Ш	(F = G + H)	0	Ξ
State Funds	9,093.	5,476	3,617
Federal Funds (Title XIX)	20,049	16,432	3,617
Total Source of Funds	29,142	21,908	7,234
Prepared By (Signature):	Date Prepared:	Phone Number:	E-mail Address:
The Haveley	7-8-17	530-749-6754	Unaley@CD. Juba CA. US
(Signature):	Date Prepared:	Phone Number:	E-mail Address:
Chount anderson PHM	8-8-17	530-749-6454	c andersen@co.yuba.ca.us

HCPCFC Psychotropic Medication Monitoring and Oversight (PMM&O) Budget Worksheet Fiscal Year 2017-18

County/City Name: Yuba

Column	1A	1B	1	2A	2	3A _	3
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
I. Personnel Expenses	11111111			THIN		HIIIII	
1. Cheryl Andersen, PHN	18%	\$89,644	\$15,688	93%	\$14,590	7%	\$1,098
2.			<u>\$.</u> 0		\$0	100%	\$0
3.		1	\$0		\$0	100%	\$0
<u>4.</u>			\$0		\$0	100%	\$0
5.	<u> </u>		\$0		\$0	100%	\$0
6.			\$0		\$0	100%	\$0
7.		_	\$0		\$0	100%	\$0
8.			\$0		\$0	100%	\$0
9.			\$0		\$0	100%	\$0
Total Calada and Miles	4004		\$0		\$0	100%	\$0
Total Salaries and Wages	18%		\$15,688		\$14,590		\$1,098
Less Salary Savings Net Salaries and Wages							annininini.
			\$15,688		\$14,590		\$1,098
Staff Benefits (Specify %) 43.00% I. Total Personnel Expenses			\$6,746		\$6,274		\$472
II. Operating Expenses			\$22,433		\$20,863		\$1,570
1. Travel					0# 0#	100%	
2. Training			E4 400	95%	\$1,045	5%	\$0 \$55
II. Total Operating Expenses			\$1,100 \$1,100	WC6	\$1,045	<i>mmm</i>	\$55
III. Capital Expenses			41,100		040,1¢		minimining.
1.							
2							
II. Total Capital Expenses	HHHH						
IV. Indirect Expenses							
1. Internal (Specify %) 25.00%	HHHH		\$5,608				\$5,608
2. External			m_{000}	HHHH			aminimum.
IV. Total Indirect Expenses	HHH		\$5,608	HHH		HHHH	\$5,608
V. Other Expenses							
1.	HHHH						
2,	HHHH					<i>HHHH</i>	HHHHHHH.
V. Total Other Expenses	HHHH			HHHH		HHHH	HHHHHHH
Budget Grand Total	HHHH		\$29,142	HHH	\$21,908	HHHH	\$7,234
Dadigot Grand Total	MIIIII		φ29,142	IIIIIII		Allillilli	
1/2 Dangley	8		530-749-167	54	1 langley@	COY	uba. CA.U.S
Prepared By (Signature)		Date prepared	Phone Num	ber	Email Address		
Cheryl andersen PHN			530-749-64	54	candersen	200	ruba-ca.us
CHDP Director or Deputy Director (Signature)		Date	Phone Num	ber	Email Address	,	

I. PERSONNEL EXPENSES

Total Salaries:

Total Benefits: \$6,746 0.18 FTE

\$15,688

Total Personnel Expen: \$ 22,433

II. OPERATING EXPENSES

1 \$0 Includes travel to statewide confer

travel for approved training, daily use mileage at current Co. approve

lodging/meals.

2 Training \$1,100 Cost of registration for conference

3 Office Expense \$0 Office supplies, printing, copies, ε

4 Space Rental Under Indirect Space Operating charges for program usage.

.17 FTE's x \$579.27 per FTE per year

Total Oper \$1,100

HI. <u>CAPITAL EXPENDITURES</u> \$ -

IV. <u>INDIRECT EXPENSE</u>

1 Internal \$5,608 25% of Total Personnel Expense to cover indirect expenses.

2 External \$ -

Total Indir \$ 5,608

BUDGET GRAND TOTAL: \$ 29,142

Department of Health Care Services - Children's Medical Services

CUS CASELUAD	Actual Caseload	CCS Caseload			VERS	8/8/2017
STRAIGHT CCS - Talat Ceses of Open (Actival) Straight CCS Chairen	27	6.D4%	SS	. Administrati	CCS Administrative Budget Summary	nmary
OTLICP - Total Cases of Open (Active) OTLICP Children	62	13.87%	Fiscal	Fiscal Year.	201	2017-18
MEDI-CAL. Total Cases of Open (Active) Medi-Cal (<u>non</u> -O'LLCP) Children	358	%50'08	County:	ty:	W	YUBA
TOTAL CCS CASELOAD	447	100%				
	Cot 1 = Cot 2+3+4	Straight CCS	опись	Medi-Cal (nor		Columns 5 + 6)
Column	1	2	3	4	45	ω
Category/Line Item	Total Budget	Straight CCS County/State (60/60)	Optional Targeted Low Income Children's Program (OTLICP) ColState/Fed (6.016:0488)	Medi-Cal State/Federal	Enhanced Medi-Cal StatelFederal (25/75)	Non-Enhanced Medi- Cal State/Federal (50/50)
Total Personnel Expense	403,118	24,350	55,913	322,854	134,986	187,868
. Total Operating Expense	909'6	543	1,249	7,215	895	6,646
III. Total Capital Expense	0	0	0	0		0
IV. Total Indirect Expense	160,778	5,087	13,978	-80,713		80,7,13
V. Todal Other Expense	10,000	804	1,387	8,009		8,009
Puriost Grand Total	577 CC4	33.584		418 791	135 555	283 236
	Col 1 = Col 2+3+4	Straight CCS	оплер	Medi-Cal (non	Medi-CaJ (non-OTLICP) (Column 4 = Columns 5 + 6)) olumans 5 + 6)
Palicen	7	,			ч	u
Source of Funds	Total Budget	Straight CCS County/State (50/50)	Optional Targeted Low hoome Children's Program (CTLCP)	Medi-Cal State/Federal	Enbanced Medi-Cal State/Federal (25/75)	Non-Enhanced Medi- Cal State/Federal (50/50)
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County	15,792	15,792	医肾内炎 医腹腔切迹 医			
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County	4,352	のないまでは、ない	4,352	September 1	AND REPORTED TO SELECT AND ADDRESS OF THE PERSON NAMED IN COLUMN NAMED IN COLU	建筑的景景
Federal (Title XXI)	63,823	Miles and Miles St.	63,823	SAL BANKSON AND AND ADDRESS OF		STREET, STREET
Medj-Cai	too and			TO2 25.5	000 50	100
State	/US.S/L	The state of the s		175,5467		819,141
Federal (TRIE XIV)	243,284			243,284	103,685	141,618
XX XC NO COL		Liz Langley			langley@co.yuba.ca.us	ŞITÇ
Prepared By Signature		Prepared By (Princed Name)	mè}		Email Address	
X		Kelli DiVecchia	_		kdivecchia@co.yuba.ca.us	1,C2.05

State of California – Health and Human Services Agency

		Percent of
	Actual	Total CCS
CCS CASELOAD	Caseload	Caseload
STRAIGHT CCS . Total Cases of Open (Active) Straight CCS Chibiren	27	6.06%
OTLICP. Total Cases of Open (Active) OTLICP Children	62	13,87%
MEDI-CAL - Total Cases of Open (Active) Medi-Cal	358	80.09%
TOTAL OPS CASE DAD	7447	\$00%

Vers 8/8/2017

CCS Administrative Budget Worksheet

Fiscal Year. 2017-18
County: YUBA

Total FTE 3.93

				Strai	Straight CCS	Optional	Optional Targebed Low Income Children's Program (OTLICP)			Medi-Cal	Medi-Cal (Ken-O'R-LCP)		
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Category/Line form	* FTE	Achual Sabary	Total Budgel {f k 2 or 4 + 5 + 6 + 7)	Caseload *	Straight CCS County/State (50/50)	o september 1	Optional Targeted Low- Income Chêdren's Program (O'TLACP) CofStateffor (£0%-0483)	Cascload %	stedi.Cal State/Federal	Enhmord ¥ FT€	Enhanced Medi-Cat Stateffederal (2575)	Non- Erbanced % FTE	Non-Enhanced Medi-Cal StatelFederal (50150)
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Program Administration			などので					经验外 证					
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2. Cartazena, Mety - Supervising PHN (Global Supervison)	30.00%	191,001	30,067	* X	1,815	13,87%	4,169	#60.09%	24,072			100.00%	24,072
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2. tverson, Carolyn - PHN II (Nurse)	15 00%	83,063	12,459	8,04%	287	13.87%	82£1	%60°C8	9.978	82.00%	£86,8	15.00%	1,497
3. Montil, Evelyn - PHN II (Narse)	85.00%	669'06	62077	80.04.85	4,656	12.67%	269'01	%60'08	61,740	85.00%	52,479	15.00%	9261
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1. Clark, Michiele - CCS Case Manager (Case Mgmt Tech)	98.00%	978,876	58.492	6.04%	3.532	13.87%	11,12	%50'08	46,838			\$00.00\$	46,838
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3. Xiong, Lovg - Office Asst. (Clerical Personnel)		\$,00%	44,704	2235	604%	135	13.87%		310 89.09%	1,790	3500.0 01	٥	100,00%	1,790
4. Laryley, Liz Fiscal Analyst (Fiscal Personne?)		36,00%	71,867	25,146	6,04%	1,519	13,87%		3,468 60,09%	20,139	35 0.00%	٥	100.00%	20,139
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Total Salaries and Wages				230,176	6.04%	17,709	13.87%	7	40,664 80,03%	234,803	13: 41.81%	58,172	56.15%	136,631
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2 Training		STANSON STANSON	9)	1,200	6,04%	22	13.57%		166 80.09%		41.81%	405	58.15%	85
3. Office Expense		Section 2		7,309	6.04%	441	13.87%		╙	5,854	-	以上は日本大	100,00%	5,854
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IV. Indirect Expense		THE REAL PROPERTY.	A STREET, ST.	Section 2		意味が	Sept Treat	DESCRIPTION OF THE PARTY OF THE			THE STATE OF	Market State of the Control of the C	STATE OF THE PERSON NAMED IN	Section 2
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V. Total Other Expense	9.00			10,000		28			1,387	8.00%	O+	CONTRACTOR OF THE PERSON OF TH	STATE OF THE PARTY	8,009
Bedget Grand Total	0.09-1	STATE STATE	SE SACRE	522,905		31,584		72	12.527	418,791	(SERVINE)	135,556		283,236
Xx Acinalia		٦	Liz Lanoley				×	8-8-17			530-749-6754	75.4		
											֡			

530-749-6492 Phone Number

\$

7	PERSONNEL EXPENSES	Vers 8/8/2017
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Total Salaries: \$293,176
Total Benefits: \$109,941

Total Benefits: \$109,941 3,93 FTE

Total Personnel Expenses: \$ 403,117

II. OPERATING EXPENSES

1 Travel \$500 Includes travel to statewide conferences, regional meetings,

travel for approved training, daily business, personal vehicle use mileage at current Co. approved rate, and per diem for

lodging/meals.

2 Training \$1,200 Cost of registration for conferences and workshops

3 Office Expense \$7,309 Office supplies, printing, copies, educational material postage.

4 Space Rental Under Indirect Space Operating charges for program usage.

4.11 FTE's x \$579.27 per FTE per year

Total Operating Expenses: \$9,009

III. <u>CAPITAL EXPENDITURES</u> \$

IV. INDIRECT EXPENSE

1 Internal \$100,779 25% of Total Personnel Expense to cover indirect expenses.

2 External \$

Total Indirect Expenses: \$ 100,779

V. OTHER EXPENSES

1 Maintenance & Transportation \$10,000

Total Other Expenses: \$ 10,000

BUDGET GRAND TOTAL: \$ 522,905

The County of Yuba

Health and Human Services Department

A PORTING

TO: Board of Supervisors

FROM: Health and Human Services Department, Darcy Knox

SUBJECT: Health and Human Services: Approve Resolution authorizing the Health and Human

Services Department to enter into a Memorandum of Understanding (MOU) for the implementation and utilization of the (AAICAMA) database and authorize Chair to

execute any and all documents upon review and approval of County Counsel.

DATE: September 12, 2017

NUMBER: 412/2017

Recommendation

It is recommended that the Board of Supervisors approve the attached Resolution of the Board authorizing the Health and Human Services Department to enter into a Memorandum of Understanding (MOU) with the California Department of Social Services and the Department of Health Care Services for the implementation and utilization of the Association of Administrators of the Interstate Compact on Adoption and Medical Assistance (AAICAMA) database and authorizing the Chair to execute any documents or amendments related to this program.

Background

Pursuant to California Welfare and Institutions Codes, Section 16121.2 and Sections 16170-16175, California is a member of the Interstate Compact on Adoption and Medical Assistance (ICAMA). ICAMA permits the transfer of open Medicaid cases between states for establishment of medical benefits for children with adoption assistance agreements using a cloud based database implemented by the AAICAMA.

Discussion

The database replaces the paper Interstate Compact on Adoption and Medical Assistance form 700 and authorizes the transfer of information between states for the establishment of medical benefits for children with adoption assistance agreements. Additionally, training and technical assistance for database users will be provided.

Committee Action:

The Human Services Committee was bypassed as there is no impact to the General Fund or to any other department.

Fiscal Impact:

General Fund Impact- None Non-General Fund Impact- None Source of Funds- None

Attachments

412/2017 Resolution for the Implementation and Utilization for the AAICAMA Database

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA RESOLUTION AUTHORIZING THE YUBA **COUNTY HEALTH AND HUMAN SERVICES** DEPARTMENT (HHSD) TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES AND THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES FOR THE IMPLEMENTATION RESOLUTION NO. AND UTILIZATION OF THE AAICAMA DATABASE, AND AUTHORIZING THE CHAIR TO EXECUTE ANY DOCUMENTS OR AMENDMENTS RELATED TO THIS PROGRAM

WHEREAS, pursuant to California Welfare and Institutions Codes, Section 16121.2 and Sections 16170-16175, California is a member of the Interstate Compact on Adoption and Medical Assistance (ICAMA). ICAMA permits the transfer of open Medicaid cases between states for establishment of medical benefits for children with adoption assistance agreements using a cloud based database implemented by The Association of Administrators of the Interstate Compact on Adoption and Medical Assistance (AAICAMA); and

WHEREAS, California Department of Health Care Services ("DHCS") and California Department of Social Services ("CDSS") have drafted a Memorandum of Understanding (MOU) between DHCS, CDSS, and participating counties in California that outlines the terms and conditions for the implementation and utilization of the AAICAMA database to facilitate the transfer of information between states for the establishment of medical benefits for children with adoption assistance agreements through the AAICAMA database.

NOW, THEREFORE, BE IT RESOLVED, the Yuba County Board of Supervisors hereby authorizes the Yuba County Health and Human Services Department to enter into an MOU with the California Department of Social Services and the California Department of Health Care Services for the implementation and utilization of the AAICAMA database.

BE IT FURTHER RESOLVED that the Yuba County Board of Supervisors hereby authorizes the Chair to execute, on behalf of the County of Yuba and upon review and approval of County Counsel, MOUs, amendments and subsequent documents as related to the ICAMA program. A copy of the said MOU or any amendment thereto shall be filed in the office of the Clerk of the Board, County of Yuba.

of _,
air

APPROVED AS TO FORM: COURTNEY C. ABRIL COUNTY COUNSEL

BY.

The County of Yuba

Administrative Services

COLUMN A

TO: Board of Supervisors

FROM: Administrative Services, Jerry Read

SUBJECT: Administrative Services: Approve Subordination Non-disturbance and Attornment

Agreement, and Estoppel Certificate required by Hampac LLC realting to Packard

Avenue Property and authorize Chair to execute.

DATE: September 12, 2017

NUMBER: 411/2017

Recommendation

Approve a resolution authorizing the Director of Administrative Services to sign several documents in support of the refinancing of the Packard Avenue Property between Hampac LLC and their lender.

Background

Several documents must be signed by the County to support a refinancing effort between Hampac LLC, the owner/landlord of the Packard Avenue Property, and their lender. Documents include a Tenant Estoppel Certificate; an Assignment of Lease; and, a Subordination, Non-disturbance and Attornment Agreement.

Discussion

This is simply documentation required to complete the refinancing between the owner/landlord of the Packard Avenue Property and their lending Institution. County Counsel's opinion concerning these documents (titled LESSEE OPINION) is also attached.

Committee Action:

Under our lease, the County has 30 days to respond with the Estoppel Certificate. Due to the short timeframe, we have brought the item directly to the Board for consideration.

Fiscal Impact:

This item should have no fiscal impact to the County. Our lease will continue in effect and rental rates shall not change.

Attachments

Packard Tenant Estoppel
Packard Assignment of Lease and a Subordination, Non-disturbance and Attornment
Packard Lessee Opinion
Packard Refinance Resolution

TENANT ESTOPPEL

TENANT: The County of Yuba,

a political subdivision of the State of California

Department of Administrative Services

915 8th Street, Suite 119 Marysville, CA 95901

Attn: Director

LANDLORD: Hampac, LLC,

a California limited liability company 3164 Gold Camp Drive, Suite 250 Rancho Cordova, CA 95670

Attn: Neal Cordeiro

LENDER: Wells Fargo Bank Northwest, N.A., as Trustee

299 Main Street, 5th Floor

MAC: U1228-051 Salt Lake City, Utah 84111

Attn: Corporate Trust Lease Group

PREMISES: That certain real property improved with that certain

building located at 5730 Packard Avenue (APN 021-301-

001) and (APN 021-301-002) Marysville, California.

LEASE: That certain lease for the Premises between Landlord and

Tenant dated March 21, 2006, as amended by that certain First Amendment to Lease dated May 11, 2006, that certain Second Amendment dated April 17, 2007, that certain Third Amendment dated September 25, 2007, that certain Fourth Amendment to Lease dated September 27, 2007, that certain Fifth Amendment to Lease dated February 24, 2009, and that certain Sixth Amendment to Lease dated

August 24, 2010.

It is our understanding that Lender is contemplating making a loan to Landlord, which loan is to be secured by the real property that constitutes the Premises (the "Secured Property"). For the benefit of the Lender, Tenant hereby certifies as follows:

1. A true and complete copy of the Lease is attached hereto as **Exhibit A** and the Lease is the entire agreement between Landlord and Tenant with respect to the Premises. Any capitalized terms used but not defined in this Tenant Estoppel shall have the meanings attributed to them in the Lease.

- 2. The term of the Lease commenced on September 1, 2007, and is scheduled to expire on August 31, 2032.
- 3. On September 1, 2017, the Base Monthly Rent, subject to the Base Monthly Rent adjustment schedule of the Lease, shall be [Two Hundred fifty thousand seven hundred three and 64/100 Dollars (\$253,703.64).
- 4. Tenant is executing this document with the express knowledge that Lender is relying upon the representations made herein in making a loan to Landlord.

DATED: August 30, 2017

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Tenant has duly executed this estoppel of the date first set forth above.

TENANT:

THE COUNTY OF YUBA, a political subdivision of the State of California

By: | Dervid Read

Title: Dir. Administration Sus - Interi

APPROVED AS TO FORM

OURTNEY C. ABRIL

OUNTY COUNSEL

EXHIBIT A

Lease

Recording requested by, and when recorded, return to:

Holland & Knight LLP 10 St. James Ave, 11th Floor Boston, MA 02116

Attention: Margot M. Hammond, Esq.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (this "<u>Agreement</u>") is dated as of <u>August 30</u>, 2017, among Wells Fargo Bank Northwest, National Association, as Trustee of the Yuba County 2017 Pass-Through Trust ("<u>Trustee</u>"), The County of Yuba, a political subdivision of the State of California ("<u>Tenant</u>"), and Hampac, LLC, a California limited liability company ("<u>Landlord</u>").

RECITALS

- A. Tenant is the tenant under a certain Agreement of Lease with Landlord dated as of March 21, 2006, as amended by a First Amendment to Lease dated as of May 11, 2006, by a Second Amendment to Lease dated as of April 17, 2007, by a Third Amendment to Lease dated as of September 25, 2007, by a Fourth Amendment to Lease dated as of September 27, 2007, by a Fifth Amendment to Lease dated as of February 24, 2009, and by a Sixth Amendment to Lease dated as of August 24, 2009 (as the same may be further amended, amended and restated, modified, supplemented or replaced from time to time, the "Lease"), of a parcel of real property and improvements thereon more fully described on Schedule A hereto (collectively, the "Trust Estate"). A memorandum or short form of the Lease (as the same may be amended, amended and restated, modified, supplemented or replaced from time to time, the "Memorandum of Lease") was recorded with the county recorder, in the county and state where the Land is located (the "Registry").
- B. This Agreement is being entered into in connection with a mortgage loan (the "Loan") to Landlord, secured by, inter alia: (a) the Trust Indenture, Deed of Trust and Security Agreement (as the same may be amended, amended and restated, modified, supplemented or replaced from time to time, the "Security Instrument") dated as of even date herewith and recorded contemporaneously herewith (capitalized terms used but not defined herein shall have the meaning specified in the Security Instrument); and (b) an assignment of lease (as the same may be amended, amended and restated, modified, supplemented or replaced from time to time, the "Assignment of Lease") dated as of even date herewith and recorded contemporaneously herewith. The Security Instrument and the Assignment of Lease are hereinafter collectively referred to as the "Loan Documents".

AGREEMENT

For mutual consideration, including the mutual covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Tenant agrees that the Lease is and shall be, at the option of Trustee upon notice to Tenant, at any time and from time to time, either subject and subordinate, or superior, to the Loan Documents and to all present or future advances under the obligations secured thereby and all renewals, amendments, modifications, consolidations, replacements and extensions of the secured obligations and the Loan Documents, to the full extent of all amounts secured by the Loan Documents from time to time. Such options of the Trustee may be exercised an unlimited number of times. This Agreement shall constitute notice to Tenant that for the time being, until further written notice to the contrary, Trustee elects that the Lease is and shall be subject and subordinate as aforesaid. In addition, to the extent that the Lease shall entitle Tenant to notice of any mortgage or deed of trust, this Agreement shall constitute such notice to Tenant with respect to the Security Instrument.
- 2. Notwithstanding the provisions of Section 1 hereof or the election of any options or rights of Trustee thereunder, Trustee agrees that, if the Trustee exercises any of its rights under the Loan Documents, including an entry by Trustee pursuant to the Security Instrument or a foreclosure of, or exercise of any power of sale under, the Security Instrument, or any sale or transfer in lieu thereof, Trustee shall not disturb Tenant's right of quiet possession of the Trust Estate under the terms of the Lease so long as no "Event of Default" (as described in Section 12.1 of the Lease) shall have occurred and be continuing. Trustee shall not name Tenant as a defendant in any exercise of Trustee's rights and remedies arising upon a Default under the Loan Documents, unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against the Landlord, the Trust Estate or otherwise prosecuting such rights and remedies. Trustee may join Tenant as a defendant in such action only for such purpose and Trustee shall not bring any action to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement unless an "Event of Default" (as described in Section 12.1 of the Lease), has occurred and is continuing.
- 3. Tenant agrees that, in the event of a foreclosure of the Security Instrument by Trustee or the acceptance of a conveyance in lieu of foreclosure by Trustee or any other succession of Trustee to ownership of Landlord's interest in the Trust Estate, (a) so long as no "Event of Default" (as described in Section 12.1 of the Lease) shall have occurred and be continuing, Trustee will not terminate or disturb Tenant's possession of the Trust Estate under the Lease, (b) Trustee shall be bound to Tenant under all of the terms and conditions of the Lease (except as otherwise provided in this Agreement), (c) the Lease shall continue in full force and effect as a direct lease in accordance with its terms (except as otherwise provided in this Agreement) between Trustee and Tenant, and (d) Tenant will attorn to and recognize Trustee as its landlord under the Lease for the remainder of the term of the Lease (including all extension periods which have been or are hereafter exercised) upon the same terms and conditions as are set forth in the Lease, and Tenant hereby agrees to pay and perform all of the obligations of Tenant pursuant to the Lease.

- 4. Tenant agrees that, in the event Trustee succeeds to the interest of Landlord under the Lease, Trustee shall not be:
- (a) liable for any act or omission of any prior Landlord (including, without limitation, the then defaulting Landlord), provided that Trustee shall be liable for any acts of omissions to the extent occurring after Trustee takes possession of the Trust Estate or Trustee acquires Landlord's interest in the Lease and before Trustee has transferred title to the Trust Estate to a third party, or
- (b) subject to any defense or offsets which Tenant may have against any prior Landlord (including, without limitation, the then defaulting Landlord), provided that, to the extent provided in Section 8.1 of the Lease, Trustee shall be subject to any offsets or defenses to the extent first occurring after Trustee takes possession of the Trust Estate or Trustee acquires Landlord's interest in the Lease, or
- (c) bound by any payment of "Basic Rent" or "Additional Rent" (as such terms are defined in the Security Instrument) which Tenant might have paid for more than one month in advance of the due date under the Lease to any prior Landlord (including, without limitation, the then defaulting Landlord), except to the extent such monies are actually received by Trustee, or
- (d) bound by any obligation of any prior Landlord to make any payment to Tenant which was required to be made prior to the time Trustee succeeded to any such prior Landlord's interest, or
- (e) accountable for any monies deposited with any prior Landlord (including security deposits), except to the extent such monies are actually received by Trustee, or
- (f) bound by any amendment or modification of the Lease or by any waiver or forbearance on the part of any prior Landlord (including, without limitation, the then defaulting Landlord), in either case to the extent the same is made or given without the prior written consent of Trustee; or
- (g) liable with respect to warranties or indemnities of any nature whatsoever made by any prior Landlord (including, without limitation, the then defaulting Landlord), including any warranties or indemnities regarding use, compliance with zoning, hazardous wastes or environmental laws, Landlord's title, Landlord's authority, habitability, fitness for purpose, or possession except for the limited covenant of title set forth in the Lease.

In the event that Trustee shall acquire title to the Trust Estate, Trustee shall have no obligation, nor incur any liability, beyond Trustee's then equity interest, if any, in the Trust Estate, and Tenant shall look exclusively to such equity interest of Trustee, if any, in the Trust Estate for the payment and discharge of any obligations or liability imposed upon Trustee hereunder, under the Lease or under any new lease of the Trust Estate, except with respect to the misappropriation of insurance or condemnation proceeds which have been received by Trustee.

5. Tenant hereby acknowledges Trustee as being entitled to copies of all notices of Landlord default(s), if any, under the Lease in the same manner as, and whenever, Tenant shall

give any such notice of default to Landlord, and no such notice of default shall be deemed given to Landlord unless and until a copy of such notice shall have been so delivered to Trustee. Tenant shall accept performance by Trustee of any term, covenant, condition or agreement to be performed by Landlord under the Lease with the same force and effect as though performed by Landlord and shall accept notices of default from Trustee. Trustee's cure of Landlord's default shall not be considered an assumption by Trustee of Landlord's other obligations under the Lease. If, in curing any such default, Trustee requires access to the Trust Estate to effect such cure, Tenant shall furnish access to the Trust Estate to Trustee in the same manner as Landlord's right of access pursuant to the terms of the Lease. Unless Trustee otherwise agrees in writing, Trustee shall have no liability to perform Landlord's obligations under the Lease, both before and after Trustee's exercise of any right or remedy under this Agreement except as to the rights of Tenant set forth in paragraph 2 hereof and except as set forth in paragraph 3 hereof. Neither Trustee nor any other purchaser at foreclosure or recipient of a deed in lieu thereof shall become liable under the Lease unless and until Trustee or such other purchaser or recipient becomes, and then only with respect to periods in which Trustee or its designee or nominee is, the owner of Landlord's interest in the Trust Estate. Trustee shall have the right, without Tenant's consent but subject to the provisions of this Agreement, to foreclose, or exercise any power of sale under, the Security Instrument or to accept a conveyance in lieu of foreclosure of the Security Instrument or to exercise any other remedies under the Loan Documents.

- 6. Tenant agrees that Tenant shall not, without the prior written consent of Trustee, (a) amend or modify the Lease, (b) terminate, cancel or surrender the Lease except in accordance with the express provisions thereof, or enter into any agreement with Landlord to do so, (c) pay any installment of Basic Rent or Additional Rent under the Lease more than one month in advance of the due date thereof or otherwise than in the manner provided for in the Lease, or (d) sublease all or any part of the Trust Estate except in accordance with the terms of the Lease. Tenant further agrees that upon the assignment or sublease of the Lease in accordance with the terms of the Lease, Tenant shall remain primarily liable for all obligations under the Lease.
- 7. Tenant has no knowledge of any prior assignment or pledge of the rents accruing under the Lease by Landlord. Tenant hereby consents to the Assignment of Lease. Tenant acknowledges that the interest of the Landlord under the Lease is to be assigned to Trustee solely as security for the purposes specified in said assignment, and Trustee shall have no duty, liability or obligation whatsoever under the Lease or any extension or renewal thereof, either by virtue of said assignment or by any subsequent receipt or collection of rents thereunder, unless Trustee shall become the owner of the Trust Estate or shall specifically undertake such liability in writing.
- 8. In accordance with the terms of the Lease, Tenant agrees to permit Trustee and/or Landlord and Trustee's and/or Landlord's representatives access to, and an opportunity to inspect, the Trust Estate during normal business hours and upon reasonable notice, subject to Section 4.9 of the Lease.
- 9. Landlord hereby irrevocably waives its right to terminate the Lease pursuant to Sections 7.3 or 10.3 thereof. Tenant acknowledges the foregoing waiver and agrees that any purported termination of the Lease pursuant to Sections 7.3 or 10.3 thereof shall be void.

- 10. The individual executing this Agreement on behalf of each party hereto is duly authorized to execute and deliver this Agreement on behalf of such party, and that this Agreement is binding upon such party in accordance with its terms.
- 11. Any notice, demand, statement, request or consent made hereunder shall be effective and valid only if in writing, signed by the party giving such notice, and delivered either personally to such other party, or sent by nationally recognized overnight courier delivery service or by certified mail of the United States Postal Service, postage prepaid, return receipt requested, addressed to the other party as follows (or to such other address or person as either party or person entitled to notice may by notice to the other party specify):

If to Tenant:

Department of Administrative Services 915 8th Street, Suite 119 Marysville, CA 95901 Attn: Director

with a copy to:

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

If to Trustee:

Wells Fargo Bank Northwest, National Association, as trustee
299 South Main Street, 5th Floor
MAC: U1228-051
Salt Lake City, Utah 84111
Attention: Corporate Trust Lease Group

with a copy concurrently to:

Holland & Knight LLP 10 St. James Ave, 11th Floor Boston, Massachusetts 02116 Attention: Margot M. Hammond, Esq.

If to Landlord:

Hampac, LLC 3035 Prospect Park Drive, Suite 190 Rancho Cordova, CA 95670 Attn: Neal Cordeiro

with a copy concurrently to:

W. Russell Davis 642 Palmer Lane Menlo Park, CA 94025

Unless otherwise specified, notices shall be deemed given as follows: (i) if delivered personally, when delivered, (ii) if delivered by nationally recognized overnight courier delivery service, on the day following the business day such material is sent, or (iii) if sent by certified mail, three (3) business days after such notice has been sent.

- 12. The term "Trustee" as used herein includes any successors or assigns of the Trustee named herein, including without limitation, any co-lender at the time of making the Loan, any purchaser at a foreclosure sale and any transferee pursuant to a conveyance in lieu of foreclosure, and their successors and assigns, and the term "Tenant" as used herein includes the Tenant named herein (the "Original Tenant") and any successors or assigns of the Original Tenant.
- 13. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect.
- 14. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought.
- 15. This Agreement may be executed by each party on a separate counterpart, and all such counterparts taken together shall constitute a single instrument. This Agreement may be executed in multiple counterparts, and each such counterpart shall be an authentic version of this Agreement.
- 16. This Agreement shall be construed in accordance with the laws of the State of California.
- 17. This Agreement does not modify the provisions of the Lease with respect to application of insurance proceeds or any award in connection with a condemnation.

[balance of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have cause this Subordination, Non-Disturbance and Attornment Agreement to be duly executed as of the date first above set forth.

THE COUNTY OF YUBA,
a political subdivision of the State of California,
as tenant

By:

Name: Gerald Read

Title: b: Admin Supproved as To Form

COURTNEY C. ABRIL

COUNTY COUNSEL

BY:

On Accordance of California,
as tenant

APPROVED AS TO FORM

COUNTY COUNTY COUNSEL

BY:

On Accordance of California,
a Notary Public in and for said
state, personally appeared of person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

ERIKA J. STEDMAN
Commission # 2100274
Notary Public - California
Yuba County
My Comm. Expires Mar 9, 2019

Notary Public in and for said State

	PAC, LLC, fornia limited liability company, dlord
Ву:	Name: Neal Cordeiro Title: Manager

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA COUNTY OF SACRAMENTO)))	
state, personally appeared Neal Core (or proved to me on the basis of subscribed to the within instrument	ne,, a Notary I deiro, as Manager of Hampac, LLC, per f satisfactory evidence) to be the per t and acknowledged to me that he exest signature on the instrument, the persecuted the instrument.	ersonally known to me erson whose name is ecuted the same in his
I certify under PENALTY OF PE foregoing paragraph is true and corre	RJURY under the laws of the State ect.	of California that the
WITNESS my hand and official sea	1.	
	Siganture	(Seal)

	WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, as Trustee
I	By: Name: Title:
	te year 2017, personally appeared before me ersonally known to me (or proven on the basis of
satisfactory evidence) and who by me d of Wells Fargo Ban document was signed by him/her in behalf	uly sworn/affirmed, did say that he/she is the k Northwest, National Association and that said of said association by authority of its bylaws or ndividual acknowledged to me that said association
WITNESS my hand and official seal.	
	Notary Public in and for said State

EXHIBIT A

Property Description

THE LAND REFERRED TO HEREIN IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF YUBA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcels 1 and 2, as shown on Parcel Map 2007-0011, filed April 1, 2010 in Book 92 of Maps at Page 9, Yuba County Records

APN: 021-301-001-000, 021-301-002-000

LESSEE OPINION

To The Recipients designated on Schedule A:

Re: Net lease financing for property located at 1282 Hammonton-Smartville Road (APN 021-301-001) and 5730 Packard Avenue (APN 021-301-002) Marysville, California (the "Property")

Ladies and Gentlemen:

We have acted as counsel to the County of Yuba, a political subdivision of the State of California ("Lessee"), in connection with the execution and delivery of the below listed documents related to the above referenced financing (the "Additional Loan") which Additional Loan constitutes an addition to the existing loan extended to Hampac, LLC, a California limited liability company ("Lessor") and is secured by, among other things, the Lease dated as of March 21, 2006, as amended by the First Amendment to Lease, dated as of May 11, 2006, the Second Amendment to Lease dated April 17, 2007, Third Amendment to Lease dated September 25, 2007, Fourth Amendment to Lease dated September 27, 2007, Fifth Amendment to Lease dated February 24, 2009 and Sixth Amendment to Lease dated August 24, 2010, between Lessor and Lessee (collectively, the "Lease").

The following documents are being executed and delivered by Lessee in connection with the Additional Loan: (i) Subordination, Non-Disturbance and Attornment Agreement between Lessee, Lessor and Wells Fargo Bank Northwest, National Association, as Trustee ("Trustee"), dated August 30, 2017 (the "SNDA"), (ii) Tenant Estoppel by Lessee dated August 30, 2017 (the "Estoppel") and (iii) Assignment of Lease from Lessor to Trustee dated August 30, 2017 (the "Assignment").

We have examined the SNDA, the Estoppel and the Assignment and such records, certificates, documents and proceedings as we have considered necessary or appropriate for the purposes of rendering this opinion.

We have assumed (i) each document submitted to us for review is accurate and complete, each such document that is an original is authentic, each such document that is a copy conforms to an authentic original, and none of such documents have been amended, altered, revoked otherwise modified; (ii) the due authorization of the SNDA and the Assignment by Lessor; and (iii) Lessor has requisite title and rights in the property subject to the Lease.

Based on such review and upon such further investigation as we have deemed necessary and such other considerations of law and fact as we believe to be relevant, we are of the opinion that:

1. Lessee (a) is a political subdivision duly organized and validly existing under the law of the State of California, and (b) has the legal power and authority to

- execute, deliver and perform its obligations under the SNDA, the Estoppel and the Assignment.
- 2. The execution, delivery and performance of the SNDA, the Estoppel and the Assignment by Lessee does not require any authorization, consent or approval of any governmental authority or regulatory body of the State of California that has not already been received.
- 3. The SNDA, the Estoppel and the Assignment have been duly authorized, executed and delivered by Lessee.
- The SNDA, the Estoppel and the Assignment constitute the legal, valid 4. obligations of the Lessee, enforceable against Lessee in accordance with their terms.

Very truly yours,

Andrew P. Naylor
Deputy County Counsel's office
Yuba County Counsel's office

Schedule A

Wells Fargo Bank Northwest, National Association, as Trustee

Holland & Knight, LLP

OF THE COUNTY OF YUBA STATE OF CALIFORNIA

RESOLUTION NO:))))))))
pac, LLC, are parties to a lease which is ectively and to this date such Lease has 0, as required and agreed to between the
roperty and needs a Tenant Estoppel tion, Non-disturbance and Attornment sel's Office signed by the County to
ity will not change any conditions in the red and executed.

111

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Supervisors does hereby authorize the Director of Administrative Services to execute all related documents to the refinance of the Packard Facility. 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: ABSENT: Chairman, Yuba County Board of Supervisors DONNA STOTTLEMEYER ATTEST: Clerk of the Board of Supervisors APPROVED AS TO FORM YUBA COUNTY COUNSEL Courtney C. Abril **County Counsel**

This document prepared by, and after recording return to:

Margot M. Hammond, Esq. Holland & Knight LLP 10 St. James Ave, 11th Floor Boston, Massachusetts 02116

ASSIGNMENT OF LEASE¹

from

HAMPAC, LLC,

as Assignor

to

WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, not individually but solely in its capacity as trustee and beneficiary under that certain Indenture, Deed of Trust and Security Agreement, dated as of September [__], 2017,

as Assignee

Dated as of September [], 2017

¹ Subject to review by the senior lenders, we may add a legend regarding subordination, similar to Section 19 below.

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THIS ASSIGNMENT OF LEASE, dated as of September [__], 2017 (together with all amendments and supplements hereto, this "Assignment"), from HAMPAC, LLC (together with its successors and assigns as assignor, "Assignor"), having an address at 3164 Gold Camp Drive, Suite 250, Rancho Cordova, California 95670, to WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, not individually but solely in its capacity as trustee and beneficiary under the Indenture (as hereinafter defined) (together with its successors and assigns as trustee and beneficiary under the Indenture, "Assignee"), having an address at 299 South Main Street, 5th Floor, Salt Lake City, Utah 84111.

The Indenture referred to herein is the Trust Indenture, Deed of Trust and Security Agreement dated as of September [__], 2017 from Assignor to Assignee and for the further benefit of the Registered Owners (as defined therein), a counterpart of which has been recorded immediately prior to the recording hereof. Capitalized terms used herein and not otherwise defined herein have the meanings specified in the Indenture.

PRELIMINARY STATEMENT

Assignor is issuing its Notes pursuant to the Indenture. The Indenture creates a lien on the real property described on *Schedule A* attached hereto (the "<u>Property</u>"). The Property is leased by Assignor to The County of Yuba, a political subdivision of the State of California (together with it successors and assigns, the "<u>Tenant</u>") pursuant to that certain Agreement of Lease, dated as of March 21, 2006, and amended by the First Amendment to Lease dated as of May 11, 2006 and by the Second Amendment to Lease dated as of April 17, 2007, by the Third Amendment to Lease dated as of September 25, 2007, by the Fourth Amendment to Lease dated September 27, 2007, by the Fifth Amendment to Lease dated as of February 24, 2009, and by the Sixth Amendment to Lease dated as of August 24, 2010 (as the same may be amended, replaced or supplemented from time to time, the "<u>Lease</u>"). Assignor is entering into this Assignment as further security for the payment of the Notes.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. <u>Assignment</u>. Assignor, as additional security for the payment by Assignor of the principal of, the Make-Whole Premium, if any, interest and all other sums payable in respect of the Notes and of all sums secured by the Indenture and Assignor's performance and observance of the provisions of the Notes, the Indenture and the other Debt Documents, does hereby irrevocably and absolutely assign, transfer, convey and set over to Assignee, and grant to Assignee a security interest in, all its estate, right, title and interest in, to and under the Lease, together with all rights, powers, privileges and other benefits of Assignor under the Lease, including, but not by way of limitation:

the immediate and continuing right to make claim for, receive and collect all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards, moneys and security payable or receivable under the Lease or pursuant to any of the provisions thereof, whether as Basic Rent, Additional Rent (to the extent payable to Assignor under the Lease) or otherwise (including any indemnity payments for which Tenant is liable, other than indemnity payments intended to be personal to Assignor), (ii) the right to perform all other reasonably necessary or appropriate acts (in the exercise of reasonable business judgment) as agent and attorney-in-fact for Assignor with respect to any such purchase, (iii) the right to make all waivers and consents and exercise any other rights of Assignor, (iv) the immediate and continuing right to give all notices, consents, elections and releases which Assignor may make under the Lease, (v) the right to take such action permitted to be taken by Assignor under the Lease upon the happening of a Default or Event of Default under the Lease, including the commencement, conduct and consummation of proceedings at law or in equity, as shall be permitted under any provision of the Lease or at law or in equity, and to exercise all rights and remedies pursuant to the provisions of the Lease, (vi) all claims and rights to the payment of money at any time arising in connection with any rejection or breach of the Lease by Tenant or a trustee of Tenant under Section 365 of the Bankruptcy Act, including, without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by Tenant or such trustee (or by such Tenant or trustee) in respect of the Property or any portion thereof following the entry of an order for relief under the Bankruptcy Act in respect of such Tenant and all rentals and other charges outstanding under the Lease as of the date of entry of such order for relief, and (vii) the immediate and continuing right to do any and all things whatsoever that Assignor or any lessor under the Lease is or may become entitled to do under the Lease, subject to Excepted Rights and Payments retained by the Assignor.

As used herein, "Excepted Rights and Payments" means the following described properties, payments, amounts, rights, interests, and privileges retained by Assignor:

- (a) all payments by Tenant pursuant to any indemnity or insurance proceeds under the Lease which by the terms of the Lease or the Indenture are payable to the Assignor or its successors, permitted assigns, employees, officers, directors, shareholders, members, partners, servants, agents and affiliates thereof, or payments to reimburse Assignor for advances made by Assignor under the Lease;
- (b) the right of Assignor, but not to the exclusion of Assignee (a) to receive from Tenant certificates, notices and other documents and information that Tenant is required to give or furnish to Assignor pursuant to the Lease, and (b) to inspect the premises demised under the Lease and to inspect all records relating thereto and (c) to determine compliance by Tenant with the terms of the Lease and to send notices of failure to perform under the Lease; provided, however, that Assignor does not retain any right to declare a Default or an Event of Default by Tenant under the Lease nor to pursue or exercise any remedy against such Default or Event of Default, all of which rights are hereby assigned to Assignee; and
- (c) prior to the occurrence of an Event of Default, the right of Assignor, on its behalf only, and not in any case to the exclusion of the Assignee, to consent or approve or refuse to consent or approve all matters requiring the Assignor's consent under the Lease (including making any amendment or modification to the Lease with the prior written consent of Assignee).

Each of the foregoing Excepted Rights and Payments may be enforced by either Assignor or Assignee on its own behalf.

The assignment made in this Section 1 constitutes an absolute, present and irrevocable assignment and shall be fully operative in accordance with its terms without any further obligation by the parties hereto.

2. Reassignment of Lease. The assignment made hereby is an assignment of rights and benefits only, and the execution and delivery hereof shall not in any way impair or diminish the obligations of Assignor or its successors and assigns under the Lease, nor shall any of the obligations contained in the Lease be imposed upon Assignee. Upon the payment of the principal of, and the Make-Whole Premium, if any, and all accrued interest on, the Notes and of all other sums payable in respect of the Notes and under the Indenture and the other Debt Documents, said assignment and all rights herein assigned to Assignee shall automatically cease and terminate and all the estate, right, title and interest of Assignee in and to the Property shall revert to Assignor, and Assignee shall, at the request of Assignor, deliver to Assignor an instrument in recordable form canceling this Assignment and reassigning the above-described assigned property, without recourse, representation or warranty, except for a representation that Assignee has not further assigned or created any lien with respect to such assigned property.

- Notices and Payments. Assignor hereby presently, unconditionally and irrevocably (a) designates Assignee or the last person designated to Tenant in writing by Assignee (a "Designee"), at least 20 days prior to a due date for the payment of Basic Rent, to receive all Basic Rent, Additional Rent (to the extent payable to Assignor pursuant to the Lease) and other sums payable to Assignor pursuant to the Lease (other than Excepted Rights and Payments), commencing with the payment of Basic Rent due for the month of September, 2032 (or upon such earlier date as Tenant may be notified in writing by Assignee and Wells Fargo Bank Northwest, National Association, as trustee for the holders of the senior notes), it being understood that at no time shall Tenant be required to make payment to more than one such recipient, and (b) designates Assignee and any Designee to receive copies of all notices, undertakings, offers, demands, statements, documents and other communications and information that Tenant is required or permitted to give, make, deliver to or serve upon Assignor under the Lease, subject, however, to applicable Excepted Rights and Payments. Commencing with the payment of Basic Rent due for the month of September, 2032 (or upon such earlier date as Tenant may be notified in writing by Assignee and Senior Trustee), and until further notice as provided herein, Assignor hereby directs Tenant to deliver all Basic Rent, Additional Rent (to the extent payable to Assignor under the Lease) and other sums due and payable to Assignor under the Lease to Assignee. Assignor covenants and agrees that, at least 20 days prior to the due date for Basic Rent for the month of November, 2032 (or such earlier date as the Senior Notes may be paid in full), Assignor shall deliver to Tenant a Rent Direction Letter in form and substance acceptable to Assignee in all respects, directing Tenant to pay to Assignee all Basic Rent, Additional Rent (to the extent payable to Assignor pursuant to the Lease) and other sums payable to Assignor pursuant to the Lease (other than Excepted Rights and Payments) and providing Assignee's federal funds wire transfer or other payment instructions. Until further noticed as provided herein, Assignor hereby directs Tenant to deliver, at its address set forth above or at such other address as Assignee or any such Designee shall designate, to Assignee or any Designee copies of all such notices, undertakings, demands, statements, documents and other communications and information. No payments by Tenant of funds due and payable to Assignor under the Lease shall be effective to discharge the obligation of Tenant under the Lease to make such payment unless made to Assignee or any Designee (other than Excepted Rights and Payments) in accordance with this Section 3. All moneys received by Assignee or any Designee under this Assignment shall be applied in accordance with the terms of the Indenture.
- 4. <u>No Defaults under Lease</u>. Assignor represents to Assignee that the Lease is in full force and effect, that there is no Default or Event of Default continuing thereunder, that no Basic Rent, Additional Rent or other payment under the Lease has been paid by Tenant in advance or has been waived, released, reduced, discounted or otherwise discharged or compromised by Assignor, and that, as of the date hereof, no other assignment has been made with respect to the subject matter of the assignment hereby made to Assignee.

- 5. Acknowledgment of Assignment. Assignor agrees, and by its execution of this Assignment, Tenant acknowledges, that said assignment and the designations and directions to Tenant hereinabove set forth are irrevocable and absolute. Assignor will not, while said assignment is in effect or thereafter until Assignor and Tenant have received from Assignee notice of the termination thereof, take any action as Assignor under the Lease which is inconsistent with said assignment, or make any other assignment, designation or direction inconsistent therewith, and that any such assignment, designation or direction inconsistent therewith shall be void. Assignor shall from time to time, upon the request of Assignee, execute all instruments of further assurance and all such supplemental instruments as Assignee reasonably may specify in order to effectuate the purposes of this Assignment. Assignor agrees that Assignee may file Uniform Commercial Code financing statements in connection with such assignment without the signature of Assignor, to the extent permitted by law.
- 6. Consent of and Agreement by Tenant. By its execution of this Assignment, Tenant hereby acknowledges the directions set forth in Section 3 hereof and confirms that it is aware of the provisions of this Assignment and, except as otherwise expressly provided in the Lease, absolutely and unconditionally agrees to pay and deliver to Assignee as provided in Section 3 above or to a Designee all rents and other moneys assigned to Assignee pursuant to this Assignment, in accordance with the terms and provisions of the Lease (including, without limitation, all payments described in Section 3 above), without offset, deduction, defense, deferment, abatement or diminution, and will not, for any reason whatsoever, seek to recover from Assignee or any Designee any moneys paid to Assignee or such Designee by virtue of this Assignment (except to the extent of moneys paid in error to Assignee or Designee in excess of the amounts required under the Lease to the extent that such excess amount was not paid or repaid to Assignor or the person to whom such amounts should have been paid). Tenant agrees that all sums payable to Assignee or any Designee pursuant to the preceding sentence shall be paid in the manner provided in Section 2 of the Lease.
- Restrictions on Modifications. Assignor agrees that it will not enter into any agreement subordinating, amending, modifying, waiving any provision of, extending (except as expressly permitted by the Lease), terminating (except as expressly permitted by the Lease), or in any manner altering the terms of the Lease without the prior written consent of Assignee, and that any such attempted subordination, amendment, modification, waiver, extension, termination or other alteration without such consent shall be void. If the Lease shall be amended, it shall continue to be subject to the provisions hereof without the necessity of any further act by any of the parties hereto, and Tenant agrees that it will remain obligated as Tenant under the Lease in accordance with its terms and that it will not take any action to terminate (except as expressly permitted by the Lease), rescind or avoid the Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution or other proceeding of or affecting Assignor or any assignee of Assignor and notwithstanding any action with respect to the Lease which may be taken by any assignee, trustee or receiver of Assignor or of any such assignee or by any court in any such proceedings.

- 8. <u>Financial Information</u>. Tenant hereby agrees to deliver to Assignee, (i) within 45 days of the end of each of the first three fiscal quarters of each fiscal year of Tenant, quarterly balance sheets, income and cash flow statements for Tenant, if Tenant produces such statements on a quarterly basis, certified by a senior financial officer of Tenant, and (ii) within 90 days of the end of each fiscal year, annual balance sheets, income and cash flow statements, certified by an independent public accountant, and the annual Management Report of Tenant. The annual financial statements and Management Report shall be accompanied by a certificate of a senior financial officer of Tenant stating that no Event of Default has occurred under the Lease (or specifying the nature of the Event of Default).
- 9. <u>Delivery of Notices Under Lease</u>, etc. Assignor shall deliver to Assignee promptly upon the delivery thereof to Assignor a copy of each notice, statement, report, certificate or other communication required to be delivered pursuant to the Lease and other information required to be delivered to Assignor under the Lease. Tenant may rely on notices, consents, waivers and other actions given or taken by Assignee hereunder as if the same were given or taken by Assignor.
- 10. <u>Notification of Defaults</u>. Assignor and Tenant agree to notify Assignee of the occurrence of any Default or Event of Default under the Lease promptly upon either having actual knowledge or receiving notice thereof.
- 11. <u>Communications</u>, <u>etc.</u> All notifications, notices, demands, requests and other communications herein provided for or made pursuant hereto shall be in writing and, unless otherwise required by applicable law, shall be sent by (i) registered or certified mail, return receipt requested, and the giving of such communication shall be deemed complete on the third Business Day after the same is deposited in a United States Post Office with postage charges prepaid, (ii) reputable overnight delivery service, and the giving of such communication shall be deemed complete on the immediately succeeding Business Day after the same is deposited with such delivery service or (iii) email with original to follow in accordance with clause (ii) above, and the giving of such communication shall be complete upon confirmation of receipt:

If to Assignor: Hampac, LLC

3164 Gold Camp Drive, Suite 250 Rancho Cordova, CA 95670 Attention: Neal Cordeiro

Email: neal.c@descorbuilders.com

With a copy to: W. Russell Davis

642 Palmer Lane

Menlo Park, CA 94025

Email: wrusselldavis@sbcglobal.net

If to Assignee: Wells Fargo Bank Northwest, National Association

299 South Main Street, 5th Floor

MAC: U1228-051

Salt Lake City, Utah 84111

Attention: Corporate Trust Lease Group

Email: ctsleasegroup@wellsfargo.com

with a copy to: Holland & Knight LLP

10 St. James Ave, 11th Floor

Boston, MA 02116

Attention: Margot M. Hammond, Esq. Email: margot.hammond@hklaw.com

If to Tenant: Department of Administrative Services

915 8th Street, Suite 119 Marysville, CA 95901 Attention: Director

Email: [

- 12. <u>Severability</u>; <u>Counterparts</u>. If any term or provision of this Assignment or any application hereof shall be invalid or unenforceable, the remainder of this Assignment and any other application of such term or provision shall not be affected thereby. This Assignment may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute but one and the same instrument.
- 13. <u>Successors and Assigns</u>. This Assignment shall be binding upon, and inure to the benefit of, Assignor, Tenant and Assignee and their respective successors and assigns.
- Governing Law; Submission to Jurisdiction. This Assignment and the rights and obligations in respect hereof shall be governed by, and construed and interpreted in accordance with the laws of the State of California without regard to its conflicts of laws principles. Each of the parties hereby irrevocably and unconditionally submits for itself and its property, to the nonexclusive jurisdiction of any California state court or Federal court of the United States of America sitting in California and any appellate court from such state or Federal circuit, in any action or proceeding arising out of or relating to this Assignment, or for recognition and enforcement of any judgment, and irrevocably and unconditionally consents to all claims in respect of any such action or proceeding being heard and determined in such California state court or, to the extent permitted by law, in such Federal court. A final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any manner provided by law. Nothing in this Assignment shall affect any right that any party may otherwise have to bring any action or proceeding relating to this Assignment against any other party or their respective properties in the courts of any jurisdiction. Each party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to laying of venue of any suit, action or proceeding arising out of or relating to this Assignment in any California state or federal court. Each of Assignor and Tenant hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

- 15. <u>Waivers</u>. No term or provision hereof may be amended, changed, waived, discharged or terminated orally, but only by an instrument specifically evidencing an intent to amend signed by the party against whom enforcement thereof is sought and with the prior written consent of the Assignee. No failure, delay, forbearance or indulgence on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, or as an acquiescence in any breach, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 16. <u>Merger of Estates</u>. Assignor and Tenant agree that there shall be no merger of the Lease, any sublease under the Lease or of any leasehold with the fee, leasehold or any other estate or ownership interest in the Trust Estate or any part thereof by reason of the fact that the same person, firm, corporation or other entity may acquire or own or hold, directly or indirectly the same or similar interests therein.
- 17. <u>Powers of Attorney</u>. Any power of attorney granted herein is a power coupled with an interest and shall be irrevocable.

18. Limited Recourse.

- Subject to the provisos in the following sentence and in subsection (b) of this Section 18, no recourse shall be had by Assignee or the Registered Owners for the payment of any amounts due under the Notes, the Indenture, this Assignment or any other documents executed by Assignor in connection with the transactions contemplated hereby, including without limitation, the principal and interest on the Notes, or for any claim based thereon or based on or in respect of the Indenture, the Lease or this Assignment or otherwise against Assignor or any officers, directors, shareholders, partners, managers, members, trustees or beneficiaries of Assignor or any affiliate thereof solely on the basis of their serving in such capacities. It is understood that the Notes and all obligations under or with respect to the Indenture may not be enforced by Assignee or the Registered Owners against any person or entity described above or any assets of any of them; provided, that the foregoing provisions of this paragraph shall not (x) prevent recourse to Assignor or the Trust Estate or the sums due or to become due under any instrument which is part of the Trust Estate including, without limitation, the right to proceed against Tenant under the Lease, (y) constitute a waiver, release or discharge of any indebtedness or obligation evidenced by the Notes, or secured by the Indenture, but the same shall continue until paid or discharged, or (z) be construed as limiting the obligations of any person or entity pursuant to the terms of the Hazardous Substances Indemnity or the Guaranty of Recourse Obligations, and provided, further, that the foregoing provisions of this paragraph shall not limit the right of any person to name Assignor or any transferee of any interest in the Trust Estate as a party defendant in any action or suit for a judicial foreclosure of or in the exercise of any other remedy under the Notes, the Lease, this Assignment or under the Indenture, provided no judgment against officers, directors, shareholders, partners, managers, members, trustees or beneficiaries of Assignor or any affiliate thereof in their individual capacity shall be sought or enforced solely on the basis of their serving in such capacities.
- (b) None of the limitations on recourse described in subsection (a) of this Section 18 shall apply to Assignor or Owner Parent to the extent of loss occasioned by:

- (i) the failure of Assignor to account for Tenant's security deposits, if any, or any other similar payment collected from Tenant by Assignor under the Lease;
- (ii) after notice of an uncured Event of Default and during the continuance of such Event of Default, the failure of Assignor to apply 100% of any and all net income (i.e., after payment of operating expenses relating to the Property) derived from the Property (excluding Excepted Rights and Excepted Payments, as defined herein), and received by Assignor, to the repayment of the Notes and fulfillment of its obligations under the Operative Documents and the Debt Documents;
- (iii) the misappropriation or misapplication of insurance or condemnation proceeds obtained by Assignor relating to the Property;
- (iv) any other act or omission by Assignor which constitutes fraud under applicable law; or
 - (v) intentionally omitted.
- (c) The provisions of paragraph (a) of this Section 18 shall not apply to the owner of the beneficial interest in Assignor (but shall apply to all officers, directors, employees and individuals otherwise in the chain of ownership of Assignor) in the case of:
- (i) a material misrepresentation made by Assignor, or the holders of beneficial or ownership interests in Assignor, in connection with the financing evidenced by the Notes and the Indenture;
- (ii) any waste of or damage to the Property caused by the willful or wanton acts or omissions of Assignor or its agents;
- (iii) the willful or grossly negligent violation by Assignor of any law, ordinance, rule, or regulation applicable to Assignor or the Property which has a material adverse effect on the Maker, the Property or Assignee's security;
- (iv) the termination (other than pursuant to the express terms thereof) or amendment of the Lease by Assignor in violation of the terms hereof, the Indenture or the Assignment of Lease;
- (v) the failure of Assignor to maintain its existence as a single asset, special purpose entity in good standing, as required by the Indenture;
- (vi) the failure of Assignor to obtain Assignee's prior written consent pursuant to Section 3.11 of the Indenture in connection with the to transfer of an interest in the Property or in Assignor; or
- (vii) a failure by Assignor to perform any of its obligations as "Landlord" under the Lease.

If, as a result of a default by Assignor under the Debt Documents, Assignee elects to enforce its rights under Section 2938(c) of the California Civil Code by any means other than the appointment of a receiver and Assignee receives Rents from the Property pursuant to such enforcement, and Assignor thereafter makes written demand upon Assignee to pay the reasonable costs of protecting and preserving the Property pursuant to the provisions of Section 2938(g) of the California Civil Code, then Assignor agrees that the obligation of Assignee to pay the "reasonable costs of protecting and preserving the Property" pursuant to Section 2938(g) shall be deemed fully satisfied upon payment by Assignee from and to the extent of Rents actually received by Assignee of the following costs: (i) delinquent real property taxes with respect to the Property only to the extent that such amounts subject the Property to an imminent tax sale which has been set for sale by the applicable taxing authority pursuant to applicable law; (ii) costs necessary to maintain the insurance coverage required under the Indenture; provided, however, that Assignee shall not be required to purchase any rental interruption insurance or earthquake insurance and Assignee may satisfy all or any portion of such obligation by insuring the Property through Assignee's blanket insurance policy; and (iii) the reasonable cost to correct any building or housing code violations only to the extent the applicable governmental building authority makes a written demand to Assignee to comply therewith. Notwithstanding anything to the contrary contained herein, Assignee may, but shall not be obligated to, apply any or all Rents to the payment of costs which Assignee believes, in its sole and absolute discretion, are necessary or desirable for the protection and preservation of the Property (it being the intent of Assignor and Assignee that nothing contained herein shall be deemed to impair, define or limit Assignee's rights or remedies pursuant to the Indenture, including, but not limited to, the right of Assignee as beneficiary under the Indenture and other Debt Documents to protect and preserve the security for such Indenture in the Event of Default thereunder).

19. <u>Subordination</u>. Notwithstanding anything to the contrary set forth in this Assignment, this Assignment and all rights of Trustee and the Registered Owners hereunder are subject and subordinate to the Senior Debt Documents and all of the rights of Senior Trustee and the Senior Registered Owners thereunder, until such time as the Senior Debt has been paid in full. Assignor and Tenant acknowledge that the provisions of Section 3 hereof with respect to the payment of Basic Rent, Additional Rent and other payments due under the Lease to the Assignee shall not be effective until the Senior Debt has been paid in full. The terms of the subordination of this Assignment and Assignee's obligations hereunder are further set forth in the Intercreditor Agreement. In the event of any conflict between the terms of this Assignment and the terms of the Intercreditor Agreement, the Intercreditor Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Lease as of the day and year first above written.

ASSIG	SNOR:
	PAC, LLC, a California limited y company
By:	
Name:	Neal Cordeiro
Title:	Manager

	ACKNOWLEDGMENT	
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.		
STATE OF CALIFORNIA)	
COUNTY OF SACRAMENTO)	
(or proved to me on the basis of subscribed to the within instrumen	me,, a Nota rdeiro, as Manager of Hampac, LLC of satisfactory evidence) to be the nt and acknowledged to me that he is signature on the instrument, the paceuted the instrument.	e person whose name is executed the same in his
I certify under PENALTY OF PI foregoing paragraph is true and cor	ERJURY under the laws of the Starrect.	ate of California that the
WITNESS my hand and official sea	al.	
	Siganture	(Seal)

EXECUTED AND ACKNOWLEDGED ON AND AS OF THE DATE SET FORTH ABOVE FOR THE SOLE PURPOSE OF EVIDENCING AND CONFIRMING TENANT'S AGREEMENTS SET FORTH IN SECTIONS 5, 6, 7 AND 16 OF THIS ASSIGNMENT.

> THE COUNTY OF YUBA, a political subdivision of the State of California

By:

Name: Gerold Read

Title: Dir. Administrative Sus
Interim

APPROVED AS TO FORM COURTNEY C. ABRIL COUNTY COUNSEL

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
2,100)
COUNTY OF SACRAMENTO)

On ________, 2017, before me, _________, a Notary Public in and for said state, personally appeared _________, as _________, as __________ of the County of Yuba, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

ERIKA J. STEDMAN
Commission # 2100274
Notary Public - California
Yuba County
My Comm. Expires Mar 9, 2019

Siganture (Seal)

SCHEDULE A

Legal Description

THE LAND REFERRED TO HEREIN IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF YUBA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcels 1 and 2, as shown on Parcel Map 2007-0011, filed April 1, 2010 in Book 92 of Maps at Page 9, Yuba County Records

APN: 021-301-001-000, 021-301-002-000

The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Tim Young

SUBJECT: Amend Professional Services Agreement for Construction Management Services -

Scales Road Over Slate Creek Bridge Replacement Project

DATE: September 12, 2017

NUMBER: 415/2017

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve Amendment No. 1 for the Professional Services Agreement for Construction Management of the Scales Road over Slate Creek Bridge Replacement Project and to authorize the chairman to execute the amendment pending County Counsel approval.

BACKGROUND:

This project consists of constructing a new bridge and bridge approaches on Scales Road Bridge crossing Slate Creek. The project is fully funded through the Highway Bridge Program (HBP) utilizing state Toll Credits for the local match. A request for proposals for professional construction management services was circulated and The Hanna Group (THG) was awarded the contract for construction management services in October of 2016.

DISCUSSION:

This project will replace a structurally deficient and functionally obsolete bridge. The new bridge will provide the only access for larger vehicles to the area for recreation, timber harvesting, and fire suppression. The construction management contract was awarded to THG in the amount of \$80,040. The scope of their work was to provide backup to county staff on an as needed basis and provide certain technical expertise. THG has been required to take a much larger roll with the project than anticipated due to an increased workload for the engineering staff because of the winter storm disaster and personnel reductions. The additional work THG will be performing increases their number of hours on the project by about 40% (568 hours to 956 hours). The updated cost of their work will be not to exceed \$149,904.38. This is an increase of \$61,864.38 above the original contract amount.

COMMITTEE ACTION:

The Land Use and Public Works Committee was bypassed as this project is a budgeted item.

FISCAL IMPACT:

This bridge project is part of the federally funded Highway Bridge Program (HBP). The HBP will fund 100% (\$61,864.38) of the amendment cost.

General Fund - None Non-General Fund None

PROFESSIONAL SERVICES AGREEMENT YUBA COUNTY PROESSIONAL CIVIL ENGINEERING SERVICES

AMENDMENT # 1

This is the <u>FIRST</u> amendment to the agreement, dated <u>October 18</u>, 2016, for <u>Professional Construction Management</u> services between the County of Yuba (COUNTY) and <u>The Hanna Group</u> (CONSULTANT).

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

(1) Attachment B, Payment, Section B.1 is changed to read:

COUNTY shall pay CONSULTANT a contract fee not to exceed ONE HUNDRED FORTY NINE THOUSAND FORTY DOLLARS (\$149,040); CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed ONE HUNDRED FORTY NINE THOUSAND FORTY DOLLARS (\$149,040) without a formal written amendment to this Agreement approved by the COUNTY.

(2) EXHIBIT B is replaced with EXHIBIT B – Budget Amendment #1

All other terms and conditions remain unchanged.

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In witness thereof, the	parties hereto have executed this Amendment # $\underline{1}$ to the
Agreement on,	
"COUNTY" County of Yuba	"CONSULTANT" <u>The Hanna Group.</u>
Board of Supervisors	Mehrdad Varzandeh, Project Manager
INSURANCE PROVISIONS AP	PPROVED
Jill Abel, Risk Manager	_
APPROVED AS TO FORM	
Courtney Abril County Counsel	

EXHIBIT B

BUDGET AMENDMENT #1

Construction Management Services for

The Hanna Group

BRIDGE REPLACEMENT AND REALIGNMENT OF SCALES ROAD OVER SLATE CREEK

			Hours/ Task
	STRUCT REP A	STRUCT REP B	Subtotals
TASK	\$ 155.00	\$ 159.65	
Task 1.01			
Review of Contract Change Orders	40	32	72
	44.444	47	4
Subtotal	\$6,200.00	\$5,108.80	\$11,308.80
Task 1.02			
Review of Contractor Submittals	200	16	216
There is a contractor submitted	200		
Subtotal	\$31,000.00	\$2,554.40	\$33,554.40
Task 1.03			
Review of Prestress Drawings and Calculations	8	16	24
Cultivatal	Ć1 240 00	¢2.554.40	ć2 704 40
Subtotal	\$1,240.00	\$2,554.40	\$3,794.40
Task 1.04			
Provide on-site technical support (Foundation Work)*	100	0	100
, , , , , , , , , , , , , , , , , , ,			
Subtotal	\$15,500.00	\$0.00	\$15,500.00
Task 1.05			
Provide on-site technical support (Superstructure)*	140	275	415
Subtotal	\$21,700.00	\$43,903.75	\$65,603.75
Subtotal	321,700.00	\$43,503.73	303,003.73
Task 1.07			
Meeting (s)-*	80	8	88
Subtotal	\$12,400.00	\$1,277.20	\$13,677.20
Task 1.08	0	2.4	24
Pay Estimates	0	24	24
Subtotal	\$0.00	\$3,831.60	\$3,831.60
	7	72,002.03	7-,
Task 1.09			
Closeout/File Reconciliation	0	16.5	16.5
	4		
Subtotal	\$0.00	\$2,634.23	\$2,634.23
Total Hours	568	388	955.5
Total Other Direct Costs (ODC)	\$88,040.00	\$61,864.38	\$149,904.38
Total Other Direct Costs (ODC)			\$0.00
GRAND TOTAL			\$149,904.38

Notes

^{1) *} Minimum 4 hours will be charged for site visits

²⁾ All travel reimbursement rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination (http://www.dir.ca.gov/OPRL/PWD/Travel/Northern/NC-063-3-9-Tra.PDF)

The County of Yuba

Auditor/Controller

A COUNTY OF THE PROPERTY OF TH

TO: Board of Supervisors

FROM: Auditor/Controller, Richard Eberle

SUBJECT: Yuba County Appropriations Limit for 2017-18

DATE: September 12, 2017

NUMBER: 418/2017

Recommendation

Adopt the resolution establishing the Appropriations (GANN) Limit for the fiscal year 2017-2018

Background

Pursuant to Article XIII B of the California State Constitution the appropriation limit for counties is calculated each fiscal year using the Price and Population per capita information from the Department of Finance as required by R&T Code section 2227.

Discussion

The Appropriations, or GANN, Limit was established in 1979 to limit the rate of growth of appropriations of the state and most governmental agencies. An analysis is done for each jurisdiction to verify that actual revenues subject to the limitation are below the limit. Should a jurisdiction exceed the calculated limit in any given year, the jurisdiction must remedy the situation using methods up to refunding monies to taxpayers. Each year since implementation, a growth factor is calculated using one of a number of methods and based on information provided by the State Department of Finance. The Auditor-Controller calculates the year-over-year change and applies the change to the limit from the previous year and also performs an analysis of the actual revenues to determine if Yuba County is within the calculated limit. It is the determination of the Auditor-Controller that the appropriations subject to the limit for County of Yuba are below the calculated limit.

Fiscal Impact:

There is not fiscal impact to adopting this resolution.

Attachments

Yuba County Appropriations Limit for 2017-18

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA

RESOLUTION OF THE BOARD

OF SUPERVISORS OF THE	RESOLUTION NO.
COUNTY OF YUBA TO)
DETERMINE THE APPROPRIATIONS LIMIT OF TAX PROCEEDS FOR)
FISCAL YEAR 2017-2018	,)
for 2016-17 the change in California Per C population of Yuba County shall be applied 18 appropriation limit, and that the maximutax proceeds, as calculated is \$81,786,292. XIIIB of the constitution of the State of Ca	regular meeting of the Board of Supervisors of the
2017 by the following vote.	
AYES:	
NOES:	
ABSENT:	
ABSTAINED:	
	Chairman
ATTECT, DONNIA COOTTI ELABORID	COMPANY C. AM
ATTEST: DONNA STOTTLEMEYER CLERK OF THE BOARD OF	YUBA COUNTY COUNSEL
SUPERVISORS	APPROVED AS TO FORM

EXHIBIT A

County of Yuba Statement of Appropriation Limitation 2017-18

Limitation for 2016-2017

\$ 74,834,196

Adjustment

2017-2018 Factors

CPI 1.0369 Population x 1.0540 Total Factor 1.0929

Limitation for 2017-2018

\$81,786,292

The County of Yuba

Auditor/Controller

TO RULE

TO: Board of Supervisors

FROM: Auditor/Controller, Richard Eberle

SUBJECT: Auditor-Controller: Adopt resolution setting Fiscal Year 2017-2018 Countywide

Tax Rates.

DATE: September 12, 2017

NUMBER: 419/2017

Recommendation

Adopt resolution setting County-wide general and unitary, and bond rates for School and Special District ad valorem tax rates for the secured property tax rolls for the fiscal year 2017-2018.

Background

California State Government Code Section 29102 requires the Board of Supervisors to adopt the rate of taxation on the secured tax rolls and any allowance for delinquencies

Discussion

The county-wide secured tax rate is set by statues at 1% of the assessed value of the property. The rates for ad valorem tax assessments are calculated by the Auditor-Controller's Office for any school or special district based on debt service obligations, legal statues, or other criteria and usually factor in a projected delinquency rate. For certain districts that assess property within Yuba County but the controlling agency is not headquartered in Yuba County, the Auditor-Controller of the respective county provide the rates. These rates are used to determine the ad valorem assessments on real property for the current fiscal year.

Fiscal Impact:

The secured property tax collections are the largest source of discretionary revenue available to the Board of Supervisors to fund County operations. Not setting the rates could have significant fiscal ramifications. The fiscal impact is based on the secured tax revenue estimates presented in the 2017-2018 Preliminary Budget.

General Fund: \$ 11,195,000

Non-General Fund: None

Source of Funds: secured property tax collections

Attachments

419-2017 First Resolution on County-Wide Tax Rates 419-2017 Second Resolution on County-Wide Tax Rates

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA

RESOLUTION OF THE BOARD)	
OF SUPERVISORS OF THE)	RESOLUTION NO.
COUNTY OF YUBA FIXING)	
GENERAL COUNTY-WIDE)	
TAX RATE)	

WHEREAS, pursuant to the State of California Government Code Section 29100 which requires the Board of Supervisors to adopt, on or before October 3 of each year, the rates of taxes on the secured roll and allowances for delinquencies, and

WHEREAS, pursuant to Article XIII A of the California Constitution, the maximum amount any ad valorem tax on real property, except levies for indebtedness approved by the voters prior to the time this section became effective, shall not exceed one percent (1.0%), and

WHEREAS, Government Code Section 29100 further provides with regard to voter approved indebtedness, the Board of Supervisors shall adopt a tax rate on the secured roll by determining the percentage of full value of property on the secured roll legally subject to support the annual debt requirement.

NOW, THEREFORE, BE IT RESOLVED that the County Auditor-Controller shall apply a delinquency provision of three percent (3.0%) of the taxable value on the County Secured Roll and the County Unsecured Roll for the 2017-2018 fiscal year.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba, State of California that the ad valorem tax on real property shall not exceed one percent (1.0%) of the assessed value of such property for fiscal year 2017-2018.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba adopt the percentage of full value property on the secured roll legally subject to support the annual debt requirements as follows:

County-wide General	1.000000 %
Unitary Bond Indebtedness	0.000675 %
PASSED AND ADOPTED at a regular me County of Yuba, State of California, on the	
AYES:	
NOES:	
ABSENT:	
ABSTAINED:	
	Chairman
	,
	Courtney Coth
ATTEST: DONNA STOTTLEMEYER CLERK OF THE BOARD OF	COURTNEY ABRIL YUBA COUNTY COUNSEL

SUPERVISORS

APPROVED AS TO FORM

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA

RESOLUTION FIXING)	•
SPECIAL TAX RATES FOR)	RESOLUTION NO
COUNTY, SCHOOL DISTRICT,)	
AND SPECIAL DISTRICT)	
INDEBTEDNESS)	

WHEREAS, pursuant to the State of California Government Code section 29102 which requires the Board of Supervisors to adopt tax rates and levy taxes for School and Special Districts for which a tax levy is carried on the regular County Assessment Roll; and

WHEREAS, pursuant to the State of California Government Code section 29100 which specifies the procedure to be followed and requires the Board of Supervisors to adopt, on or before October 3 of each year, the rates of taxes on the secured roll, not to exceed the one percent limitation specified in Article XIIIA of the California Constitution and Revenue and Taxation Code section 93 and 100; and further provides that for voter approved indebtedness the Board shall adopt the rates on the secured roll by determining the percentage of full value of property on the secured roll legally subject to support the annual debt requirement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Yuba County that the County Auditor-Controller is hereby directed to use the rates of taxation for the taxable valuation in each of the districts for fiscal year 2017-2018 as identified in the attachment, Exhibit A, which is incorporated herein.

ar meeting of the Board of Supervisors of the day of 2017 by the following vote:
Chairman
Courtney Coth
COURTNEY ABRIL
YUBA COUNTY COUNSEL APPROVED AS TO FORM

Exhibit A

Tax Rates for County, School District, and Special District Indebtedness

Fiscal Year 2017-2018

<u>School Districts</u>
(*) Rates are Calculated and set by the named districts

Marysville Joint Unified School District GO Bond – Series 2009 GO Bond – Refunding Series 2014 GO Bond – Refunding Series 2016	0.020698 % 0.052757 % 0.031014 %
Nevada Union High School*	0.019000 %
Western Placer Unified School District*	0.027198 %
Wheatland High School	0.022260 %
Community Colleges	
Yuba County Community College GO Bond – Series A GO Bond – Series B GO Bond – Series C	0.006801 % 0.011702 % 0.006845 %

Clerk of the Board of Supervisors

TO: Board of Supervisors

FROM: Clerk of the Board of Supervisors, Mary Pasillas

SUBJECT: 10:00 Special Presentation: Recieve Yuba County Commission on Aging 2017-2018

Annual Report.

DATE:

NUMBER: 392/2017

Recommendation

Attachments

392-2017 Yuba County Commission on Aging 2017-2018 Annual Report



Commission on Aging Yuba County

Annual Report 2017-2018

Objectives and Goals

- 1. Assist Seniors to acquire and maintain quality program at Olivehurst Senior Center.
- 2. Communicate availability and delivery of services and resources for county seniors
- 3. Make recommendations to Board of Supervisors regarding:

Nutrition-Transportation-Health-Housing-Recreation needs of county seniors.

Goal #1 Acquire building for permanent Senior Center:

- Assist Olivehurst Seniors in locating an affordable permanent building
- Explore possibities of county buildings such as Dan Avenue in Olivehurst.
- Continue to seek community partners to share building and program to strengthen attendance and create additional funding.

Goal #2 Communicate availability and delivery of services and resources:

- Food/ Nutrition Ed Programs
 - Explore possibilities of Dine around Town, grants, staff, and programs and monitor "Meals on Wheels" program with Agency on Aging Area4.
- Community Partners
 - FREED, Yuba Sutter Legal Center for Seniors, Sutter Yuba Behavior Health, Agency on Aging Area4, Wheatland, Brownsville, Olivehurst and Loma Rica Senior centers.
- Transportations vouchers and/or passes
 - o FREED, Yuba County Library and Yuba College bookstore
- Community Education presentations
 - Speakers about services for Seniors: where and when

Goal #3 Make recommendations to Board of Supervisors regarding:

Funding-Nutrition-Transportation-Health-Housing-Recreation

- Filling vacancy in Dist. 1,2 and 3 reminding Supervisors representation is vital
- Submit agendas/ minutes of monthly meetings, annual report
- Advocate for empty position on Agency on Aging Area 4 boards/committees
- Advocate for Senior Center in Wheatland, Brownsville and Loma Rica
- Providing information on Bi County (Sutter and Yuba) services for our local Seniors
- Provide input for funding for Yuba County Senior services prior to budget planning periods

Submitted by:

Sue Cejner Moyers, Chair, Yuba County Commission on Aging September 12th. 2017

THE COUNTY OF YUBA





-PROCLAMATION-

RECOGNIZING NATIONAL CHILD PASSENGER SAFETY WEEK

WHEREAS, in 2008 National Child Passenger Safety Week was acknowledged as the third week in September annually to provide an opportunity to remind parents and caregivers to make sure they are correctly using the right car seats and that children are always buckled in the backseat; and

WHEREAS, keeping children safe from harm is everyone's responsibility. Nationally on average, two children under 13 were killed and 319 were injured every day in 2015 while riding in cars, SUVs, pickups, and vans; and

WHEREAS, all 50 States, the District of Columbia, and all U.S. territories require the use of car seats for children traveling in motor vehicles and in 2015, of the 662 children 12 and younger who were killed in traffic crashes, nearly one in three were not in a car seat, booster seat, or seat belt; and

WHEREAS, many injuries could have been prevented had these children been buckled up in an appropriate car seat or seat belt; and

WHEREAS, the third week of September is an appropriate time to recognize the Yuba County Health and Human Service's Public Health employees for their commitment to improving child passenger safety and acknowledge their efforts in providing child passenger safety workshops, health education, staff/provider trainings, educational outreach, and car seat checkup events.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Yuba County proclaims the week of September 17-23, 2017, as "National Child Passenger Safety Week" and September 22nd as "Seat Check Friday" in Yuba County and recognizes Yuba County Public Health for their commitment and dedication to safer children and families and calls upon all citizens in the celebration and support to help reduce injuries and the tragic loss of life by buckling up their children and themselves correctly—every trip, every time.

CHAIRMAN

Danie Louis

CLERK OF THE BOARD OF SUPERVISORS

Health and Human Services Department

FROM: Health and Human Services Department

Board of Supervisors

Jennifer Vasquez, Director Tracy Bryan, Program Manager

SUBJECT: Approve the Joint Exercise of Powers Agreement (JPA) for the formation of the Bi-

County Homeless Services Authority.

DATE: September 12, 2017

NUMBER: 381/2017

Recommendation

TO:

It is recommended that the Board of Supervisors approve the Joint Exercise of Powers Agreement (JPA) between the Counties of Yuba and Sutter, and the Cities of Yuba City, Marysville, Live Oak and Wheatland for the formation of the Bi-County Homeless Services Authority.

Background

The Regional Leadership Committee on Homelessness began meeting in the Fall of 2016. Members of the Committee include elected officials from Yuba and Sutter County, Wheatland, Live Oak, Yuba City and Marysville, and staff from county agencies actively involved in social service and programming addressing solutions and issues surrounding homelessness.

An action plan was informally adopted by the group (see attached) to map out a way forward for the Yuba-Sutter region to address homelessness and homeless camping, and the needs of chronic and situational homeless persons through the development and implementation of a coordinated response.

Discussion

The parties to the JPA desire to create an independent public agency pursuant to the Joint Powers Act (California Government Code, Section 6500, et seq.) for the purpose of devising, proposing, conducting, evaluating and administering public social service programs that serve homeless individuals and families. Each jurisdiction designated a member to serve as a representative on the Regional Leadership



Committee and one member to serve as an alternate. The JPA has been reviewed and approved by all members of the Regional Leadership Committee.

Committee Action:

This item was brought directly before the Board for consideration.

Fiscal Impact:

General Fund: N/A Non-General Fund: N/A

Source of Funds: There is no financial contribution for participation. The JPA may support

access to new funding for the two-county region.

Attachments

381/2017 - Bi-County Homeless Services Authority JPA 381/2017 - Action Plan Summary of Bi-County Homeless Services Authority

BI-COUNTY HOMELESS SERVICES AUTHORITY

JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT, dated August _____, 2017, by and between the COUNTY OF YUBA, COUNTY OF SUTTER, the CITY OF YUBA CITY, the CITY OF MARYSVILLE, the CITY OF LIVE OAK, and the CITY OF WHEATLAND, hereinafter referred to as "Constituent Entities."

<u>RECITALS</u>

WHEREAS, the Constituent Entities would benefit from the availability of an independent agency to devise, propose, conduct, evaluate, and administer public social service programs serving the homeless individuals and families within the jurisdictions; and

WHEREAS, the parties to this Agreement desire to create an independent public agency pursuant to the Joint Powers Act (Section 6500, et seq., of the California Government Code), for the purposes of devising, proposing, conducting, evaluating and administering public social service programs serving homeless individuals and families, which may from time to time be approved by the Constituent Entities for joint administration.

<u>AGREEMENTS</u>

I. Joint Powers Agency

There is hereby created the BI-COUNTY HOMELESS SERVICES AUTHORITY (hereinafter referred to as "Agency" or "Joint Powers"). The Agency is created pursuant to the powers vested in the Constituent Entities under Section 6500, et seq., of the California Government Code.

2. Purpose of Joint Powers Agency

The Joint Powers Agency is formed for the purposes of devising, proposing, conducting, evaluating and administering such public social service programs, capital, and revitalization programs serving homeless individuals and families within the jurisdictions of the Constituent Entities as are approved from time to time by the Constituent Entities for joint administration by Agency. As used in this Agreement, "public social service programs" means those activities and functions of the Constituent Entities involved in providing aid or services or both to those persons within the jurisdiction of the Constituent Entities, who, because of their economic circumstances or social condition, are in need thereof and may benefit thereby.

3. Authority of Joint Powers Agency

Except as otherwise provided in this Joint Powers Agreement, the Agency is hereby authorized, in its own name, to do all acts necessary to the exercise of authority for accomplishing the purposes set forth in Paragraph 2 above, including, but not limited to, any and all of the following acts:

- (a) Set policy and provide oversight and coordination of homeless services to the residents of the Constituent Entities;
- (b) Enter into contracts for staff and employee services;
- (c) Apply for, accept, receive and expend funds including grants, loans and other aid from any agency of the federal government, state of California or any of the constituent entities, or private funding sources;
- (d) Employ personnel, subject to the limitations set forth elsewhere in this Agreement;
- (e) Organize and train personnel;
- (f) Acquire such materials and equipment as are necessary to carry out the contracts which are executed;
- (g) Sue or be sued in its own name, except that no authority is granted to sue the Constituent Entities;
- (h) Evaluate performance of personnel;
- (i) Establish an annual budget and amendments thereto pursuant to the delegation agreement noted above;
- (j) Establish suitable reserves for the appropriate operation of the Agency pursuant to the delegation agreement noted above;
- (k) Acquire, lease, rent, manage, maintain, hold or dispose of equipment, materials, supplies and property;
- (I) Set measurable goals, performance objectives, and standards that must be met and achieved by groups contracting with the JPA for homeless services;
- (m) Perform any other act or acts that may be required to accomplish the purposes of this Agreement and the contracts executed pursuant thereto.

4. Governing Board

The agency shall be administered by a governing board consisting of one representative member of each of the elected governing bodies of the Constituent Entities. The provisions of the respective City and County Codes relating to the appointment, qualification, term of service and termination of city council or board of supervisor members, shall apply equally to their services as members of the governing board of the Agency.

5. Meetings of the Governing Board

(a) <u>Regular Meetings</u> The Agency's regular meetings shall be held in the Yuba County Government Center or such other places as may be determined by the Agency on dates and at times directed by the Agency.

- (b) <u>Special Meeting</u> Special meetings of the governing board may be called in accordance with the provisions of Section 54956 of the California Government Code.
- (c) <u>Legal Notice</u> All meetings of the governing board shall be held subject to the provisions of Section 54950 et seq. of the California Government Code dictating notice of meetings of public bodies.
- (d) Minutes The minutes of all meetings of the governing board shall be kept by the Clerk of the Agency and shall as soon as possible after each meeting, but in no case more than seven (7) days after such meeting, be forwarded to each member of the governing board and the Clerks of the Board of Supervisors of Yuba and Sutter Counties, and the City Clerks of Marysville, Yuba City, Live Oak, and Wheatland.
- (e) <u>Quorum</u> A majority of the six (6) members of the governing board shall constitute a quorum for the transaction of business.
 - (f) Voting Each of the Constituent Entities will have one vote on action items. *

*A weighted voting structure may be considered for adoption in the future. See Attachments A & B for weighted voting examples.

6. Officers

The officers of the governing board shall be a chairperson and vice chairperson elected from among the members of the board for one (1) year terms. The chairperson shall perform the duties normal to said office, may sign contracts on behalf of the Agency, and shall perform such other duties as agreed to by the governing board. In the absence of the chairperson, the vice-chairperson shall perform the duties of the chairperson.

The governing board shall appoint a secretary to the Agency who shall serve at the pleasure of the board. The secretary shall be responsible for keeping the minutes of all meetings of the board and other official records of the Agency.

The governing board shall appoint the finance director of either Yuba City, Marysville, Live Oak, or Wheatland or the treasurer of either the County of Yuba or the County of Sutter to be the Agency treasurer of the Agency. The treasurer shall have custody of all accounts, funds, and monies of the Agency from whatever source and shall assure strict accountability of all funds and reporting of all receipts and disbursements from the Agency. The Treasurer shall make arrangements with a certified public accountant for the annual independent audit of accounts and records of the Agency.

7. Term

This Agreement shall remain in effect until terminated by action of any one of the parties hereto but in no case shall action to terminate this Agreement be effective until

the next succeeding January 1, preceded by not less than one hundred eighty (180) days notice of termination served upon the Agency and the other parties to this Agreement.

- a. Subject to the limitations contained in this Agreement, withdrawal from the Agency shall constitute a waiver of any right that party may have to any of the Assets or Cash Reserves of the Agency. Any party that has withdrawn from the Commission shall likewise waive its right to the distribution of any of the Assets or Cash Reserves of the Agency occasioned by the subsequent dissolution of the Agency.
- b. Each Party agrees that the withdrawal of a Party pursuant to the provisions in this Agreement shall not result in the termination of this Agreement or otherwise affect the ability of the Agency or the remaining Parties to carry out and fulfill the purposes of this Agreement, provided that two (2) or more Parties continue to participate. If, however, the withdrawal results in only one (1) Party continuing to participate, this Agreement shall be deemed to be terminated by mutual agreement.
- c. The Agreement may be rescinded and the Agency terminated by a unanimous vote of the entire voting membership of the Board of Directors.
- d. Following dissolution, the Agency shall remain in existence for the sole purpose of winding up the Agency's affairs which shall include, but shall not be limited to, the distribution of the Assets and Cash Reserves and the closing out of business and account.

8. Contract Monitoring

The Agency shall have the duty and responsibility to monitor, evaluate and take corrective action relating to the performance of any and all contracts executed pursuant to this Agreement.

9. Staff

The Agency will begin operation with consultant services to staff meetings, maintain Agency records, and other duties as needed.

10. Separate Entity

The Agency shall be a public entity separate and apart from the parties. Unless, and to the extent otherwise agreed herein or by separate agreement, the debts, liabilities, and obligations of the Agency are not the debts, liabilities, and obligations of the parties.

11. Legal Counsel

The Agency shall have a Legal Counsel who shall remain independent of the County Counsels and City Attorneys.

12. Reports

Commencing January 2, 2018 and not less than annually thereafter during the term of this Agreement, the Agency shall make reports to the parties hereto and any and all other individuals or agencies that may be appropriate. Additional reports may be made from time to time as circumstances may require. Said reports shall contain but not be limited to proposed plans and status of existing plans, programs, contracts, and such other subjects as the parties may determine.

13. Funds: Accountability

The treasurer shall make such reports as the Agency may direct. The fiscal year of the Agency shall be from July 1 through June 30.

Cost Allocation

Administrative costs, costs for retention of staff and any other administrative or equipment costs relating to implementation and carrying out the purposes of the Constituent Entities and such public social service programs as shall be jointly approved by City and County shall be placed under the control of Agency. Financial contributions by Constituent Entities of this JPA are not a requirement of participation.

15. Audit

The Agency shall contract with a certified public accountant to make an annual audit of the accounts and records of the Agency. The minimum requirements of the audit shall be those prescribed by the Controller of the State of California for special districts under Section 26909 of the California Government Code and shall conform to generally accepted auditing standards. When such an audit of the accounts and records is made by a certified public accountant, a report thereof shall be filed as a public record with each of the Constituent Entities. Such report shall be filed within six (6) months of the end of the accounting period.

16. Breach

If a default shall be made by any party hereto as to any covenant contained in this Agreement, such default shall not excuse said party from fulfilling its obligations under this Agreement.

17. Disposition of Assets; Surplus Money

Upon termination of this Agreement, all costs, expenses and charges legally incurred by the Agency shall be paid and discharged. The Agency shall distribute to the United States Government, the State or appropriate local agencies such property and funds as are lawfully required. The balance of such property and any surplus money on hand shall be distributed or returned to the parties hereto equally except to the extent otherwise agreed upon by the parties.

18. Severability

Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

19. Successors: Assignment

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, no party may assign any right or obligation hereunder without the consent of the other parties hereto.

20. Indemnification

The Agency shall indemnify, defend and hold harmless each of the Parties, and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and /or liability arising from the Agency's acts, errors or omissions and for any costs or expenses incurred by the Parties on account of any claim therefore, except where such indemnification is prohibited by law.

IN WITNESS WHEREOF,	the parties hereto have adopted this Agreement as of
the date first above written.	

Approved as to Form:

County Counsel

Attest:	
Clerk of the Board of Supervisors	
COUNTY OF YUBA	COUNTY OF SUTTER
Chairperson, Board of Supervisors	Chairperson, Board of Supervisors
Mayor, City of Marysville	Mayor, City of Yuba City
Mayor, City of Wheatland	Mayor, City of Live Oak
APPROVED AS TO FORM: Courtney Abril, County Counsel	

ACTION PLAN SUMMARY FOR HOMELESSNESS YUBA AND SUTTER COUNTIES

This plan is being developed to establish a way forward for the Yuba-Sutter region to address homeless camping. Its purpose is to address the needs of both chronic and situational homeless persons through the development and implementation of a coordinated response from the counties and cities in the Yuba-Sutter region.

REGIONAL LEADERSHIP PARTNERS

- County of Yuba
- County of Sutter
- City of Yuba City
- City of Wheatland
- City of Marysville
- City of Live Oak

STRATEGIC PRIORITIES

- **Enhance** coordination among non-profit organizations and government
- Provide seamless services through effective partnerships
- Increase the availability of stable and sustainable housing
- Ensure the availability of basic needs services
- Inventory and evaluate enforcement strategies utilized by jurisdictions
- **Preserve** public areas for their intended use by residents and the public at large

<u>Priority A.</u> Enhance coordination among non-profit organizations and government

☐ **Goal 1**: Formation of a regional leadership committee

☐ Goal 2 : Identify services currently available in all jurisdictions		
☐ Goal 3 : Identify services to be provided		
□ Goal 4 : Identify best practices		
☐ Goal 5 : Secure initial service location		
Priority B. Provide seamless basic needs services through effective partnerships		
☐ Goal 6 : Partner agencies and nonprofit develop MOU's defining services		
☐ Goal 7 : Partner agencies and nonprofit sign MOU's defining services to be provide		
Priority C: Increase the availability of stable and sustainable housing		
☐ Goal 8 : Inventory of housing resources created by governance team		
Priority D: Ensure the availability of basic needs services		
☐ Goal 9 : Establish list of financial and in-kind resources		
☐ Goal 10 : Secure commitment of financial and in-kind resources from government and nonprofit partners		
□ Goal 11: Location/site services		

Priority E: Inventory and assess enforcement strategies

☐ **Goal 12** Review recent enforcement efforts of other jurisdictions

<u>Priority F</u>: Inventory and assess overall best practices to effectively address nuisance behaviors

□ **Goal 13** Review recent efforts by area jurisdictions to address any nuisance behaviors of people experiencing homelessness that have a negative impact on the general public.

PLACEHOLDER GOAL FOR THE PROGRAM:

Once goals 1 - 13 have been implemented, the collection of data regarding people served, and how they are being served will be conducted. Program accomplishments will be shared with the community.

Outcome Measurements & Community Education

- Data collection numbers served, etc.
- Dissemination of data community engagement plan

Board of Supervisors

TO: Board of Supervisors

FROM: Robert Bendorf, County Administrator

SUBJECT: Responses to 2016/2017 Grand Jury report.

DATE: September 12, 2017

NUMBER: 406/2017

Recommendation

It is recommended that the Board of Supervisors receive and;

- 1. Approve the Board of Supervisors' responses for the 2016-2017 Grand Jury report; and
- 2. Direct the Clerk of the Board to provide copies to the Presiding Grand Jury Judge of the Yuba County Superior Court and the Grand Jury; and
- 3. Direct the Clerk of the Board to provide for copies to be filed with the offices of the Clerk of the Board and the Clerk Recorder.

Background

Annually, the Yuba County Grand Jury conducts evaluations and investigations of various entities and operations that serve residents at both the municipal and county levels. After each session, the Grand Jury issues a report that provides an overview of each investigation and subsequently offers Findings and Recommendations.

Discussion

Of the evaluations and investigations conducted by the 2016-2017 Grand Jury, three (3) are required to have a response from the Yuba County Board of Supervisors; Tri-County Juvenile Hall, Yuba County Jail and Sutter-Yuba Behavioral Health.

Attached to this memo are the Yuba County Board of Supervisors responses to findings and recommendations as required by law.



Committee Action

This item is presented to the full Board and was not presented at the committee level.

Fiscal Impact

None

Attachments

2017 Behavioral Health Response 2017 Jail Response 2017 JH Response

OFFICE OF THE BOARD OF SUPERVISORS



915 8th Street, Ste. 109 Marysville, California 95901 (530) 749-7510 (530) 749-7353 FAX

September 12, 2017

The Honorable Stephen Berrier Judge of the Superior Court Yuba County Courthouse 215 Fifth Street, Suite 200 Marysville, CA 95901

Re: RESPONSE TO 2016-2017 GRAND JURY – "SYBH Patient Absent Without Leave"

Dear Judge Berrier,

Provided pursuant to Penal Code Section 933(c) are the comments from the Board of Supervisors related to the findings and recommendations contained in the 2016-2017 Grand Jury Final Report – "SYBH Patient Absent Without Leave." Consistent with Section 933(c), responses are provided in concert with Sutter County, which provides the day to day governance and administration per a long standing agreement between the counties, serving both Sutter and Yuba County residents.

FINDINGS

F1. The process of entering the main unit from the administrative office is inadequate and relies on a phone call to the nurses' station, where staff has no direct line of sight of the hallway in front of the office and who must rely on convex mirrors and a real-time video camera and television in order to assess the situation.

The respondent disagrees with this finding. Per SYBH, inpatient staff does not rely on phone calls or a real-time camera and television to assess ingress and egress situations. PES and inpatient staff uses a mirror allowing them adequate view of the hallway.

F2. SYBH policies and procedures regarding medical assessment of a returning patient were either not in place at the time of this incident or were not followed by the staff.

The respondent disagrees with this finding. Consistent with policy SYBH In accordance with SYBH Policy and Procedure 21-009, nursing staff perform vital signs and a brief medical screening when a patient is admitted to the Psychiatric Health Facility (PHF). Nursing staff immediately began the process of completing vitals and arranging medical transportation to Rideout Regional Medical Center

SUPERVISORS

when the patient involved in the incident returned from AWOL status at 2245 hrs. on September 11, 2016.

RECOMMENDATIONS

R1. Install a one-way glass window in the door of the administrative office to enable staff to check the hallway before opening the door. Also a video surveillance system should be installed in the administrative office that would monitor the hallway outside of its door.

The recommendation has not been implemented, but will be implemented in the future according to SYBH management. It is anticipated the surveillance system and one-way window will be installed within the next 3-4 months.

R2. Any patient who leaves SYBH without permission must be taken to Rideout's Emergency Room for medical clearance prior to being returned to SYBH. Local law enforcement should be notified of this requirement, and SYBH policies should be amended to reflect this procedural change.

The recommendation has been implemented per SYBH Policy and Procedure 14-016.

The Board of Supervisors thanks the 2016-2017 Grand Jury for their dedication of time and commends each member for their valuable community service.

Sincerely,

Randy Fletcher, Chairman Yuba County Board of Supervisors

OFFICE OF THE BOARD OF SUPERVISORS



915 8th Street, Ste. 109 Marysville, California 95901 (530) 749-7510 (530) 749-7353 FAX

September 12, 2017

The Honorable Stephen Berrier Judge of the Superior Court Yuba County Courthouse 215 Fifth Street, Suite 200 Marysville, CA 95901

Re: RESPONSE TO 2016-2017 GRAND JURY – "Yuba County Jail – Burden of Scrutiny"

Dear Judge Berrier,

Provided pursuant to Penal Code Section 933(c) are the comments from the Board of Supervisors related to the findings and recommendations contained in the 2015-16 Grand Jury Final Report – "Yuba County Jail Report." Consistent with Section 933(c), responses do not address departments under control of elected officials or outside agencies, except where a specific response was solicited and then our response is consistent with provisions of Penal Code Section 933.05(c).

FINDINGS

F1. None

RECOMMENDATIONS

R1. None

COMMENDATIONS

C1. Farsighted thinking by the Sheriff has eliminated many complaints from the disabled.

The Board of Supervisors agrees with this commendation and wishes to join the Grand Jury is commending him and his staff for their hard work and dedication to the safety of our communities and those individuals in the Yuba County Jail.

The Board of Supervisors member for their valuable	thanks the 2016-2017 (community service.	Grand Jury for their	dedication of time	and commends	each
Sincerely,					
Randy Fletcher, Chairman Yuba County Board of Su	pervisors				
		SUPERVISORS			

OFFICE OF THE BOARD OF SUPERVISORS



915 8th Street, Ste. 109 Marysville, California 95901 (530) 749-7510 (530) 749-7353 FAX

September 12, 2017

The Honorable Stephen Berrier Judge of the Superior Court Yuba County Courthouse 215 Fifth Street, Suite 200 Marysville, CA 95901

Re: RESPONSE TO 2016-2017 GRAND JURY – "New Era for Tri-County Youth"

Dear Judge Berrier,

Provided pursuant to Penal Code Section 933(c) are the comments from the Board of Supervisors related to the findings and recommendations contained in the 2016-2017 Grand Jury Final Report – "New Era for Tri-County Youth." Consistent with Section 933(c), responses do not address departments under control of elected officials or outside agencies, except where a specific response was solicited and then our response is consistent with provisions of Penal Code Section 933.05(c).

FINDINGS

F1. There is lack of dedicated funding for off-site field trips that provide the youth with educational opportunities and the ability to interact in a social setting outside of the facility.

The Board of Supervisors agrees with this finding.

F2. Improvements have been made with the removal of exposed insulation in the indoor recreation area.

The Board of Supervisors agrees with this finding.

F3. The addition of a full-time nurse has been implemented.

The Board of Supervisors agrees with this finding.

RECOMMENDATIONS

R1. Staff prepares an annual plan with monthly or bi-monthly field trips and the cost associated to conduct those trips along with a budget request to the County Board of Supervisors.

SUPERVISORS

The recommendation has been implemented. Discussions with department representatives and through review of annual expenditures, offsite activities are planned and paid for. Should the Superintendent determine the need for additional resources for an expanded program, the Board will consider those consistent with overall program delivery and outcomes.

Should that recommendation be brought forward, the Superintendent is encouraged to also seek approval from the Tri-County Juvenile Rehabilitation Oversite Committee (TCJROC), consisting of representatives from all three counties.

R2. Yuba County Board of Supervisors working in concert with the Sutter County Board of Supervisors should appropriate sufficient funds to provide for ongoing educational and social skills-building field trips for the Camp Singer youths.

The recommendation has been implemented. However, supplemental funding for programs is accomplished through a request from the Superintendent to the TCJROC and then considered by the Board of Supervisors through budget approval.

R3. Fees charged to contracting counties should be reviewed to ensure that sufficient revenue is collected to provide these off-site field trips to the youth who are housed from other counties.

The recommendation has been implemented, in part. At the beginning of each budget process, fees charged to contracting counties are reviewed to ensure contract counties are paying appropriate costs. In April of 2017, the Tri County Oversight Committee approved an 8% increase in placement costs to contract counties.

COMMENDATIONS

C1. Staff is highly motivated to provide the youth in their care with the tools to become productive members of society.

The Board of Supervisors agrees with the commendation

C2. With limited resources staff rely on donations and "freebies" to provide educational off-site excursions for the youths.

The Board of Supervisors agrees with the commendation.

The Board of Supervisors thanks the 2016-2017 Grand Jury for their dedication of time and commends each member for their valuable community service.

Sincerely,

Randy Fletcher, Chairman Yuba County Board of Supervisors

SUPERVISORS

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Mike Lee

SUBJECT: Community Development & Services Agency:

DATE: September 12, 2017

NUMBER: 413/2017

Recommendation

Adopt resolution authorizing the borrowing of \$6,000 from CSA 66 to CSA 15 for contract work consisting of dig outs and pavement repairs to CSA 15 roads.

Background

Public Works is currently administering a road repair contract for work on White Oak Lane in County Service Area (CSA) 15 that suffered accelerated deterioration due to this past winter's storms. Repair of potholes on paved roads is not eligible for FEMA funding.

Discussion

The extent of road damage required Public Works to increase the quantity of asphalt used in order for the contractor to properly complete the work. Unfortunately, there are not enough funds in the CSA 15 trust fund to cover the cost of the asphalt quantity increase.

CSA 66 has adequate funds in trust to allow for the borrowing without adversely affecting current services for CSA 66. CDSA will work the with the Auditor-Controller's office for proper accounting and loan repayment. Passage of the resolution requires a 4/5ths vote of the Board.

Committee Action:

Due to time constraints with paying the contractor for work performed, the Land Use & Public Works Committee was bypassed. Additionally, this process has routinely been utilized and approved by the Board.

Fiscal Impact:

The principal amount of the loan shall not exceed \$6,000, and the rate of borrowing will be determined by the county pool rate. All borrowed funds and interest owed to the CSA 66 trust fund will be repaid from CSA 15 using future assessment revenues.

There is no impact to the General Fund.

Attachments: Resolution

BEFORE THE BOARD OF SUPERVISORS

OF THE COUNTY OF YUBA

RESOLUTION AUTHORIZING)	RESOLUTION NO.
THE BORROWING OF \$6,000)	
FROM CSA 66 TO CSA 15 FOR)	
ROAD REPAIR OF CSA 15 ROADS)	

WHEREAS, Public Works is currently administering a road repair project in County Service Area (CSA) 15; and

WHEREAS, field conditions during construction warranted an increase in asphalt quantity taking the contract value to a number exceeding the CSA 15 trust fund balance; and

WHEREAS, the Board of Supervisors are empowered by the California Government Code to borrow money for and make loans to a CSA; and

WHEREAS, CSA 66 has adequate funds in trust to allow for the borrowing without adversely affecting current services and future projects for CSA 66; and

WHEREAS, it is in the best interest of the County and CSA 15 residents to borrow \$6,000 from CSA 66, to be repaid by future CSA 15 assessment revenues.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the Board of Supervisors of the County of Yuba hereby authorizes the borrowing of up to \$6,000 from the CSA 66 Trust Fund to the CSA 15 Trust Fund for road repair work in CSA 15, to be repaid with interest at the county pool rate, from future CSA 15 assessment revenues in accordance with the Board's powers under Government Code §25214.4 (a).

BE IT FURTHER RESOLVED AND ORDERED, that the Board of Supervisors of the County of Yuba acting pursuant to their powers under Government Code §25214.4 (b) authorizes that the repayment of the loan of up to \$6,000 from the CSA 66 Trust Fund by the CSA 15 Trust Fund for the road repair work in CSA 15, is to be repaid with interest at the county pool rate,

from future CSA 15 assessment revenues and repayment of the loan is extended for a period that does not exceed three years from the end of the fiscal year in which the loan was made.

Yuba, State of California on the day vote:	
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	CHAIR
ATTEST: DONNA STOTTLEMEYER CLERK OF THE BOARD OF SUPERVISORS	COURTNEY ABRIL YUBA COUNTY COUNSEL APPROVED AS TO FORM:
	Contrayoth

County Administrator

TO: Board of Supervisors

FROM: Robert Bendorf, County Administrator

SUBJECT: Approval of a Consultant Contract with HF&H Consultants, LLC for Negotiation

Services for Solid Waste Collection

DATE: September 12, 2017

NUMBER: 375/2017

Recommendation

It is recommended that the Board of Supervisors;

- 1. Approve a sole-source contract with HF&H Consultants LLC to provide consulting services for a future solid waste collection services agreement to be negotiated with the current service provider, Recology; and
- 2. Authorize the Chairman to execute the contract.

Background

Entities belonging to the RWMA (including the City of Yuba City) are supported by the RWMA Administrator. This support is specifically provided to the member city managers and county executives, as well as providing staff support to the RWMA Board members.

The current franchise agreements that all RWMA members have with Recology expire in October 2019. Through the RWMA, a contract was approved with Sloan Vasquez McAfee (SVM) in 2016 to provide a multi-phase approach for its members. This included a review of the current franchise agreements, community input, local member agency input and an analysis and recommendations report. Subsequently, RWMA members considered having the solid waste collection franchise agreement in their respective jurisdictions put out to bid or negotiating with the current provider, Recology. Yuba City elected to conduct a Request for Proposal (RFP) process and the remaining five RWMA members have elected to negotiate with Recology for new agreements. Should the negotiations be unsuccessful, each of the five jurisdictions approved putting the contract to public bid.



SVM began work on a draft model agreement and scope. This phase of contracted work was recently deemed complete by the RWMA Administrators and accepted as complete by the RWMA Board.

Discussion

At a recent meeting of the RWMA member jurisdiction administrators, Yuba City announced it would be commencing their RFP process. In addition, they spoke with SVM, who agreed to provide the RFP services for Yuba City. Due to obvious potential conflicts, the administrators from the remaining entities needed to find an industry subject matter expert that could conduct the negotiations and review the work completed to date. HF&H Consultants, LLC (HF&H) was previously engaged in the process to complete the tasks for all six entities; however SVM was chosen to complete the previously stated work through an agreement with the RWMA.

Through consensus of the local administrators, a few weeks ago County Administrator Bendorf and Administrator Keith Martin reached out to HF&H Consultants (Bob Hilton) who agreed to provide document review and negotiation services.

Recognizing the short time frame in which to negotiate with Recology and potentially conduct an RFP if negotiations are not successful, Yuba County agreed to take the lead for consultant service contracting with HF&H on behalf of itself and the four other jurisdictions. The contract(s) is attached. In addition:

- This contract for consulting services is a sole source request due to many factors, including the
 expertise and local RWMA knowledge by the vendor, the short time frame to complete
 negotiations, the unique subject matter expertise in solid waste collection rate formulas used in
 each of the franchise agreements.
- This contract is not being brought to the RWMA for approval due to time constraints and the potential for conflict, considering the different direction by the City of Yuba City.
- The cost for these services is estimate to be approximately \$160,000, to be paid by the current provider through a reimbursement agreement.
- Each of the remaining four jurisdictions have been presented with a resolution to approve having Yuba County enter into and manage this contract on their behalf, however approval of this contract does not bind the other agencies to be included should they choose an alternate direction.

There are two consulting contracts with HF&H and they are attached. It is recommended that they be considered as one agreement. A first phase contract was to be signed this week and the remaining contract to be brought to the Board on September 26. However, after further consideration of time constraints, both contracts are being presented today.

Fiscal Impact:

General Fund - None Non-General Fund - None

Other Sources - Cost to be paid for by current Solid Waste Collection Provider

HF&H CONSULTANTS, LLC

STANDARD AGREEMENT

FOR PROFESSIONAL SERVICES

This Agreement is made on the first day of September, 2017, by and between: the County of Yuba (Client) and HF&H Consultants, LLC (HF&H).

WITNESSETH

That for the considerations set forth below, the parties agree as follows:

1. Description of Services:

Client on behalf of itself, the County of Sutter and the cities of Live Oak, Marysville, and Wheatland (collectively the Participating Agencies) wishes to engage HF&H to assist it with negotiations of a new Franchise Agreement with Recology, their current franchised hauler. This phase of the assistance and the subject of this agreement is limited to the following tasks:

- 1. Discuss the sole source procurement process, particularly the limited schedule, need for extension, and expectations of the types of operational and financial data that will be required to be provided with Recology.
- 2. Prepare initial sole source procurement documents including a draft Model Franchise Agreement, exhibits to the model Franchise Agreement, proposal forms and a proposal schedule (the Request for Proposal, RFP).
- 3. Distribute the sole source procurement documents to the Participating Agencies and RWMA staff for review and comment.
- 4. Incorporate comments including unique requirements of specific Participating Agencies as requested into individual versions of the draft Franchise Agreement.
- 5. Distribute the RFP documents to Recology.
- 6. Provide responses to Recology's questions about the response to the RFP.

2. Period of Performance:

This work will commence with receipt by HF&H of an executed copy of this agreement. It is anticipated that all work under this agreement will be completed by November 10, 2017. Major Milestones are anticipated to be completed on or about the following weeks:

- Discussion with Recology Week of September 4, 2017.
- Preparation of RFP documents and distribution to Participating Agencies Week of October 9, 2017.
- Receipt of Participating Agency comments— Week of October 16, 2017.
- Revision of RFP documents and distribution to Recology Week of October 30, 2017.
- RFP meeting with Recology Week of November 6, 2017.

3. Compensation:

HF&H will be paid on a time and material basis in an amount not to exceed \$20,000 including out of pocket expenses for performance of the tasks describe in Section 1, above.

Hourly rates for professional and administrative personnel are as follows:

Position	<u>Rate</u>
President	\$275
Senior Vice President & Vice President	\$245 - \$275
Senior Project Manager	\$235 - \$240
Senior Associate/Project Manager	\$180 - \$230
Associate Analyst	\$135 - \$175
Assistant Analyst	\$115 - \$135
Administrative Staff	\$95 - \$110

Standard charges for common direct expenses are as follows:

Automobile Travel	Prevailing IRS mileage rate
Airfare and Public Transit	Actual Cost

4. Billings:

Our policy is to bill for our services and direct expenses based on the standard hourly rates of the staff member assigned, multiplied by the time required to perform the client-related tasks, plus the subcontractor services as described above. In implementing this policy we adhere to the following practices:

- It is our standard practice to e-mail invoices to our clients, although hard copies of invoices can be sent to clients on request.
- We round to the nearest one-quarter hour (e.g., if two hours and 55 minutes are spent on a task, it is recorded as three hours, if two hours and 5 minutes are spent on a task, it is recorded as two hours). A minimum charge of one-quarter hour is charged for any client work performed in a day.
- We do not markup out-of-pocket expenses, however, we may charge administrative or professional time related to the provision of the goods and services associated with these charges.
- Mileage fees are based on the round-trip distance from the point of origin.

Our time reporting and billing system has certain standard formats that are designed to provide our clients with a detailed invoice of the time and charges associated with their engagement. (We typically discuss these with our clients at our kick-off meeting.) We are also pleased to provide our clients with a custom invoice format but we will have to bill the client for any additional costs associated with their unique requirements.

Billings for professional services and charges are submitted every month, in order that our clients can more closely monitor our services.

5. **Insurance**

We maintain the following policies of insurance with carriers doing business in California:

Comprehensive General Liability Insurance (\$2,000,000 Occurrence/\$4,000,000 Aggregate)

Workers' Compensation (\$1,000,000)

Professional Liability Insurance (\$2,000,000 Occurrence/\$2,000,000 Aggregate)

Hired and Non-Owned Auto Liability (\$2,000,000)

Umbrella Liability (\$3,000,000 Occurrence/\$3,000,000 Aggregate)

All costs incurred in complying with special insurance, licensing, or permit requirements, including but not limited to naming client as an additional insured and waiver of subrogation, become the responsibility of the client and are not included in the fees for services or direct charges but are billed in addition to the contract at cost, plus any professional or administrative fees.

General Conditions:

- a. HF&H is acting as an independent contractor in performing the work required by this Agreement and is not an agent, servant, or employee of Client.
- b. Client shall generally cooperate with HF&H in the performance of its obligations under this Agreement and shall, at a minimum, perform those particular tasks described in Section 1 above.
- c. The work papers and other documentation developed pursuant to this Agreement are instruments of service and, as such, are and remain the property of HF&H. All work products prepared by HF&H under this Agreement shall become the property of Client; however, HF&H may retain and reproduce copies of all such work products. HF&H will only distribute the work products to Client and other parties as requested by Client or if such distribution is agreed to in writing by Client.
- d. The parties shall maintain in full force and effect comprehensive general liability insurance with limits which are reasonable in light of the work to be undertaken, and workers' compensation insurance as required by law.
- e. HF&H's liability for services to be rendered under this Agreement shall be limited to the amount covered by HF&H's liability insurance then in effect.
- f. Neither party shall assign or sublet any portion of this Agreement without the written consent of the other party.
- g. This writing constitutes the entire Agreement between the parties relating to the services to be performed hereunder. No modification hereof shall be effective unless and until such modification is evidenced by writing and signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date first mentioned above.

¹ HF&H Consultants does not own any company automobiles.

HF&H CONSULTANTS, LLC:	CLIENT:
SIGN:	SIGN:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:

APPROVED AS TO FORM
COURTNEY C. ABRIL
COUNTY COUNSEL
BY: County County

HF&H CONSULTANTS, LLC

STANDARD AGREEMENT

FOR PROFESSIONAL SERVICES

This Agreement is made on the _____ day of September, 2017, by and between: the County of Yuba (Client) and HF&H Consultants, LLC (HF&H).

WITNESSETH

That for the considerations set forth below, the parties agree as follows:

1. Description of Services:

Client on behalf of itself, the County of Sutter and the cities of Live Oak, Marysville, and Wheatland (collectively the Participating Agencies) wishes to engage HF&H to assist it with negotiations of a new Franchise Agreement with Recology, their current franchised hauler. This phase of the assistance and the subject of this agreement is limited to the following tasks:

- Sole Source Proposal and Negotiations
 - a. Review and Evaluation of Sole Source Proposal:
 - i. HF&H will review the Recology proposal for compliance to determine that it includes the required cost and program information.
 - ii. HF&F will perform a detailed review of the proposal cost forms and program descriptions for logical consistency and mathematical accuracy. In addition HF&H will review all other information presented by Recology.
 - iii. Based on the results of the initial review HF&H may request and review additional information to clarify information included in the Recology proposal.
 - iv. HF&H will develop a summary report summarizing the key areas of the proposal including proposed services and costs and any questions requiring discussion with Recology, areas in their proposal of concern and suggesting responses and counter proposals. HF&H will meet with Agency staff to discuss the report, obtain comments and receive direction.
 - b. Sole Source Negotiations:
 - i. HF&H will facilitate and prepare analysis for up to 5 Model Agreement negotiation sessions. This will include the development of a specific agenda for each meeting, proposing terms and counter-proposals to Recology's response.
 - ii. HF&H will facilitate and provide analysis for up to 5 meetings with Agency staff to discuss the ongoing negotiations. In developing our project budget, we have anticipated that these meetings will take place on the same day as but before or after the negotiation sessions.

- iii. HF&H will update specific portions of the Model Agreement to account for the results of each negotiation session. The updated version of the portions of the Model Agreement will be provided to Agency staff and Recology prior to the next negotiation session. We anticipate that some proposed changes may also occur as the result of written communications between the parties. While there may be multiple changes to minor portions of the Model Agreement this proposal anticipates that 3 working drafts of the complete Model Agreement will be developed during the negotiations.
- iv. Based on the results of the negotiation sessions, HF&H will develop a final version of the Model Agreement and all exhibits. (Some of which will require the assistance of Participating Agency and Recology staff).
- v. Once the Model Agreement is finalized, HF&H will facilitate one meeting with the staff of the Participating Agencies and Recology to negotiate the unique language for each participating Agency Agreement.
- vi. HF&H will utilize the results of the negotiation session and the Model Agreement to develop a specific Agreement for each Agency.

c. Board/Council Presentations:

- i. HF&H will develop a draft summary report describing the key areas of the negotiations, including proposed services and costs for each Participating Agency for inclusion in the Participating Agencies staff reports to their Boards and Councils.
- ii. HF&H will facilitate up to 2 teleconference calls with Agency staff to discuss the negotiation results. In addition, HF&H will assist Agency staff in preparing a model PowerPoint presentation to use as a basis for presenting the final negotiated Agreements to the elected officials of each Participating Agency. The presentation will summarize the key terms and conditions and resolution of any particular negotiating points (as necessary).
- iii. HF&H will attend each Participating Agency's board or council meeting (one each for a total of 5), participate in the presentation as requested, and be available to respond to questions. This meeting of each Council or Board is intended to result in the authorization by the Participating Agency to execute the Franchise Agreement, which will already have been agreed to by Recology.
- d. Contingency: In order to develop a project budget, we have included a specific number of staff meetings, negotiations sessions, document drafts and Council/Board meetings. However, based on our experience in providing assistance on projects involving negotiations and multiple agencies, it is possible that we may be asked to provide assistance in excess of some of those limits. In order to provide for that possibility we have included a Contingency section as part of our services. However, the Contingency will not be used without written authorization from the Client project manager.

2. Period of Performance:

This work will commence with receipt by HF&H of an executed copy of this agreement. It is anticipated that all work under this agreement will be completed by April 30, 2018. This date and the dates of the major milestones set forth below are contingent on the cooperation of all parties in scheduling negotiation sessions and Board/Council meetings and may be adjusted as needed. In the event the current collection franchise agreements between the Participating Agencies and Recology are extended past September 30, 2019 the completion date and major milestones may be adjusted as agreed to between Client and HF&H.

Major Milestones are anticipated to be completed on or about the following weeks:

- HF&H Commences Procurement Process Week of September 4, 2017.
- Recology Proposal Received Week of December 11, 2017.
- Sole Source Negotiations Commence Week of January 1, 2018.
- Execution of final Agreements by Boards/Councils Week of April 30, 2018.

3. Compensation:

HF&H will be paid on a time and material basis in accordance with the following schedule.

Hourly rates for professional and administrative personnel are as follows:

<u>Position</u>	<u>Rate</u>
President	\$275
Senior Vice President & Vice President	\$245 - \$275
Senior Project Manager	\$235 - \$240
Senior Associate/Project Manager	\$180 - \$230
Associate Analyst	\$135 - \$175
Assistant Analyst	\$115 - \$135
Administrative Staff	\$95 - \$110

Standard charges for common direct expenses are as follows:

Automobile Travel	Prevailing IRS mileage rate
Airfare and Public Transit	Actual Cost

The \$100,000 not-to-exceed budget for performance of tasks a., b. & c. as describe in Section 1, above and is shown in the table on the next page. While the budget contains estimates of time and fees by task and subtask, savings in a subtask shall be applied to other tasks as necessary to remain within the not to exceed amount.

In addition, contingency compensation in the amount of \$39,880 is authorized. However, HF&H may only invoice contingency compensation if the use of these funds is approved by Client in writing.

		Total Hours	Total Cost
Task 1A	Review and Evaluation of Sole Source Proposal		
Task 1A-1	Review Recology Proposal for Completeness	3	\$600
Task 1A-2	Review Detail Cost Proposal Forms and Proposal Program Documents	24	\$5,420
Task 1A-3	Obtain and Review Additional Clarification Request as Needed	10	\$2,230
Task 1A-4	Prepare Summary Documents and Meet and Discuss Initial Proposal with Agency Staff (1 Meeting)	27	\$6,650
	Total Task 1A	64	\$14,900
Task 1B	Sole Source Negotiations		
Task 1B-1	Facilitate & Provide Analysis for Model Agreement Negotiation Sessions (5 Meetings)	122	\$29,850
Task 1B-2	Facilitate & Provide Analysis for Same Day Staff Meetings (5 Meetings)	29	\$7,415
Task 1B-3	Working Draft Updates of Sections of the Agreement and Three (3) Complete Drafts of the Model Agreement	53	\$12,895
Task 1B-4	Finalize Model Agreement and Exhibits Including Rates	21	\$4,885
Task 1B-5	Facilitate & Provide Analysis for Specific Agency Agreement Negotiation Sessions (1 Meeting)	19	\$4,665
Task 1B-6	Finalize Specific Agency Agreements and Exhibits Including Rates	21	\$4,365
	Total Task 1B	265	\$64,075
Task 1C	Board/Council Meetings & Presentations		
Task 1C-1	Develop Summary of Negotiation Results for Inclusion in Staff Reports	18	\$3,630
Task 1C-2	Meet and Discuss Summary of Results with Agency Staff as Requested and Assist in Development of Presentation(2 Teleconference Calls)	8	\$2,060
Task 1C-3	Attend and Assist at Board/Council Meetings (5 Meetings)	61	\$15,375
	Total Task 1C	87	\$21,065
	Sole Source Proposal Total Tasks 1A - 1C	416	\$100,040
Task 1D	Contingency (Written Approval Required)		
Task 1D-1	Additional Agency Staff Meetings Required to Discuss Recology Proposal	30	\$7,620
Task 1D-2	Additional Negotiation Sessions (Model or Specific Agency Agreement) Required or Draft Documents Needed	86	\$20,560
Task 1D-3	Additional Meetings Required	47	\$11,700
	Total Task 1D	163	\$39,880
	Sole Source Proposal Tasks Total	579	\$139,920

4. Billings:

Our policy is to bill for our services and direct expenses based on the standard hourly rates of the staff member assigned, multiplied by the time required to perform the client-related tasks, plus the subcontractor services as described above. In implementing this policy we adhere to the following practices:

- It is our standard practice to e-mail invoices to our clients, although hard copies of invoices can be sent to clients on request.
- We round to the nearest one-quarter hour (e.g., if two hours and 55 minutes are spent on a task, it is recorded as three hours, if two hours and 5 minutes are spent on a task, it is recorded as two hours). A minimum charge of one-quarter hour is charged for any client work performed in a day.
- We do not markup out-of-pocket expenses, however, we may charge administrative or professional time related to the provision of the goods and services associated with these charges.
- Mileage fees are based on the round-trip distance from the point of origin.

Our time reporting and billing system has certain standard formats that are designed to provide our clients with a detailed invoice of the time and charges associated with their engagement. (We typically discuss these with our clients at our kick-off meeting.) We are also pleased to provide our clients with a custom invoice format but we will have to bill the client for any additional costs associated with their unique requirements.

Billings for professional services and charges are submitted every month, in order that our clients can more closely monitor our services.

5. Insurance

We maintain the following policies of insurance with carriers doing business in California:

Comprehensive General Liability Insurance (\$2,000,000 Occurrence/\$4,000,000 Aggregate)

Workers' Compensation (\$1,000,000)

Professional Liability Insurance (\$2,000,000 Occurrence/\$2,000,000 Aggregate)

Hired and Non-Owned Auto Liability (\$2,000,000)

Umbrella Liability (\$3,000,000 Occurrence/\$3,000,000 Aggregate)

All costs incurred in complying with special insurance, licensing, or permit requirements, including but not limited to naming client as an additional insured and waiver of subrogation, become the responsibility of the client and are not included in the fees for services or direct charges but are billed in addition to the contract at cost, plus any professional or administrative fees.

¹ HF&H Consultants does not own any company automobiles.

General Conditions: 6.

- HF&H is acting as an independent contractor in performing the work required by this Agreement and is not an agent, servant, or employee of Client.
- b. Client shall generally cooperate with HF&H in the performance of its obligations under this Agreement and shall, at a minimum, perform those particular tasks described in Section 1 above.
- The work papers and other documentation developed pursuant to this Ċ. Agreement are instruments of service and, as such, are and remain the property of HF&H. All work products prepared by HF&H under this Agreement shall become the property of Client; however, HF&H may retain and reproduce copies of all such work products. . HF&H will only distribute the work products to Client and other parties as requested by Client or if such distribution is agreed to in writing by Client.
- d. The parties shall maintain in full force and effect comprehensive general liability insurance with limits which are reasonable in light of the work to be undertaken, and workers' compensation insurance as required by law.
- HF&H's liability for services to be rendered under this Agreement shall be e. limited to the amount covered by HF&H's liability insurance then in effect.
- f. Neither party shall assign or sublet any portion of this Agreement without the written consent of the other party.
- This writing constitutes the entire Agreement between the parties relating to the g. services to be performed hereunder. No modification hereof shall be effective unless and until such modification is evidenced by writing and signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date first mentioned above.

HF&H CONSULTANTS, LLC:	CLIENT:	
SIGN:	SIGN:	_
NAME:	NAME:	_
TITLE:	TITLE:	_
DATE:	DATE:	

APPROVED AS TO FORM COURTNEY C. ABRIL COUNTY COUNSEL

The County of Yuba

County Counsel

FORM

TO: Board of Supervisors

FROM: County Counsel, Courtney Abril

SUBJECT: County Counsel: Hold public hearing to receive and consider any written or oral

comments or objections regarding the intention of the Board of Supervisors to declare itself to be the Board of Trustees of the Smartsville Cemetery District.

Adopt resolution appointing the Board of Supervisors to be the Board of Trustees of

the Smartsville Cemetery District.

DATE: September 12, 2017

NUMBER: 417/2017

Recommendation

- Hold public hearing to receive and consider any written or oral comments or objections regarding the intention of the Board of Supervisors to declare itself to be the Board of Trustees of the Smartsville Cemetery District.
- 2. Adopt resolution of Board of Supervisors appointing itself to be the Board of Trustees of the Smartsville Cemetery District.

Background

On August 8, 2017, your Board approved a resolution declaring its intent to appoint itself to the Board of Trustees of the Smartsville Cemetery District, ordered the Clerk of the Board to publish notice in accordance with Government Code section 6061, and establish that a public hearing be held on September 12, 2017 at 9:00 a.m. in the Board of Supervisors' Chambers.

Discussion

To refresh the Board's recollection, the Smartsville Cemetery District is comprised of three directors appointed by the Board of Supervisors to a four-year term. In order to be appointed, the person has to be an elector within the Cemetery District. All three positions are currently vacant and have been

so for an extended period of time. There are no potential candidates on the horizon for these positions, despite outreach by the District Supervisor and the Clerk of the Board.

In order to continue to conduct the business of the District, which includes conducting and regulating burials, making and enforcing rules and regulations for all purposes deemed necessary by the cemetery authority, disposition of plots and keeping plots in order, and setting and regulating fees, the Smartsville Cemetery District needs a Board of Trustees. With a lack of available candidates and the need for operational and administrative oversight, it is appropriate for the Board of Supervisors to appoint itself to become the Board of Trustees for the Smartsville Cemetery District.

Staff is actively working to gather as much information as possible related to the County's potential governance of the District and will report back to the Board at a future date as to options for your Board to consider moving forward, including:

- Completion of a financial audit
- Coordinating an operational assessment audit
- Continued consultation with experienced Special District legal counsel and LAFCO to determine potential next steps to recommend to the Board of Supervisors.

Counsel has started to compile a list of information and contacts in order to assist the Board of Trustees in conducting a financial and operational audit of the District. Additionally, next steps are being researched in regards to the setting of future board meetings for the newly appointed Board of Trustees and other required and/or necessary actions moving forward.

Committee Action:

Due to time constraints, this item was not heard at Committee. Since this item is subject to a noticed public hearing, the process needs to commence on this as soon as possible, as there are currently no members on the Board of Trustees for the Smartsville Cemetery District. Further, this item came before your Board on August 8th, 2017 and was set for the public hearing on this date.

Fiscal Impact:

Continues to be unknown at this time.

Attachments

417/2017 Resolution appointing BOS to be BOT Smartsville Cemetery

DEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA STATE OF CALIFORNIA

IN RE:)		
)	RESOLUTION NO.	
RESOLUTION OF BOARD OF)		
SUPERVISORS APPOINTING)		
ITSELF TO BE THE BOARD)		
OF TRUSTEES OF THE	j j		
SMARTSVILLE CEMETERY)		
DISTRICT)		
	ĺ		

WHEREAS, the Smartsville Cemetery District "District" was formed on July 22nd, 1968, for the purpose of conducting and regulating burials, making and enforcing rules and regulations for all purposes deemed necessary by the cemetery authority, disposition of plots and keeping plots in order, and setting and regulating fees; and

WHEREAS, the Board of Trustees is appointed by the Board of Supervisors to carry out the policy making functions of the District; and

WHEREAS, Health and Safety Code section 9026(b) provides that the Board of Supervisors, in a regular meeting, may adopt a resolution declaring its intent to appoint itself as the Board of Trustees of the District; and

WHEREAS, the current Board of Trustees of the District is completely vacant and the vacancies have been very difficult to fill; and

WHEREAS, conditions and circumstances have arisen demonstrating the appropriateness of the Board of Supervisors governing the operations of the District; and

WHEREAS, on August 8, 2017, the Board of Supervisors adopted a resolution declaring its intention to appoint itself to be the Board of Trustees of the District; and

WHEREAS, on September 12, 2017, the Board of Supervisors held a public hearing as ordered on their intention to appoint themselves to be the Board of Trustees of the District in the Board of Supervisors' Chambers, 915 Eighth Street, Marysville, California, and all interested parties and proponents were heard; and

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of Yuba hereby finds, declares and orders:

- 1) Pursuant to and in accordance with orders contained in the aforesaid Resolution, notice was duly published in the Territorial Dispatch, a newspaper of general circulation published in Yuba County, one time pursuant to Government Code Section 6061, however no notice was mailed at least 10 days before the hearing to the District as there are no remaining members of the District and no other person has filed written request for notice with the clerk of the board of supervisors; and
- A public hearing was held and ordered and the Board of Supervisors received and considered any written or oral comments regarding the intention of the Board of Supervisors to declare itself to be the Board of Trustees of the Smartsville Cemetery District; and
- 3) The written protests filed and not withdrawn are less than 10 percent of the registered voters of the district, and thus the Board of Supervisors, may by a majority vote adopt a resolution terminating the appointed board of trustees and appointing itself as the board of trustees of the district; and
- 4) The current Board of Trustees of the Smartsville Cemetery District, which is vacant, is hereby terminated immediately; and
- 5) Effective immediately the Board of Supervisors of Yuba County is appointed as the Board of Trustees of the Smartsville Cemetery District, with its duties and obligations being those set forth in California Health and Safety Code sections 9000 et seq.

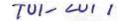
BE IT FURTHER RESOLVED, that this resolution shall take effect immediately upon its adoption.

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PASSED AND ADOPTED at a regular County of Yuba, State of California, on this following vote:		ors of the 017 by the
AYES:		
NOES:		
ABSENT:		
ABSTAINED:		Chairman
ATTEST:	APPROVED AS TO FORM: COURTNEY C. ABRIL	Chamilan
DONNA STOTTLEMEYER, CLERK OF THE BOARD OF SUPERVISORS	YUBA COUNTY COUNSEL	
	Comprey Cfu	



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

STATE OF CALIFORNIA Edmund G. Brown Jr., Governor

Fish and Game Commission



Wildlife Heritage and Conservation Since 1870 Valerie Termini, Executive Director 1416 Ninth Street, Room 1320 Sacramento, CA 95814 (916) 653-4899 www.fgc.ca.gov



Clerk/Board of Supervisors

August 18, 2017

NOTICE OF PROPOSAL FOR A 90 DAY EXTENSION OF EMERGENCY ACTION

Emergency Abalone Take Reduction Due to Harrnful Environmental Conditions
Reference OAL File # 2016-1216-01E

Pursuant to the requirements of Government Code Section 11346.1(a)(1), the Fish and Game Commission (Commission) is providing notice of proposed emergency action with regard to the above-entitled emergency regulation.

SUBMISSION OF COMMENTS

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

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

Please reference submitted comments as regarding "Abalone Take Reduction" addressed to:

Mailing Address: Reference Attorney

Office of Administrative Law

300 Capitol Mall, Suite 1250

Sacramento, CA 95814

California Fish and Game Commission

Attn: Sheri Tiemann

1416 Ninth Street, Rm. 1320

Sacramento, CA 95814

E-mail Address:

Fax No.:

staff@oal.ca.gov

916-323-6826

fgc@fgc.ca.gov

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

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

Emergency Action to
Re-adopt Amendments to subsections (b) and (c) of Section 29.15,
Title 14, California Code of Regulations
Re: Re-adoption of Emergency Abalone Take Reduction Due to Harmful Environmental
Conditions

Date of Statement: July 24, 2017

I. Emergency Regulation in Effect to Date

The California Fish and Game Commission (Commission) submitted an emergency rulemaking that became effective April 1, 2017, to address concerns with the red abalone resource due to a combination of unprecedented environmental and biological stressors. The emergency rulemaking reduced the open season length by two months by closing April and November and reduced the annual limit from 18 to 12 (except for Sonoma County, which remained at 9).

II. Request for Approval of Re-adoption of Emergency Regulations

Based on California Department of Wildlife (Department) creel surveys and inwater reports and observations in 2017, early indications suggest conditions continue to be very poor and are not likely to quickly improve. Body shrinkage scores for red abalone (over 3,800 samples) assessed from nine sites throughout the fishery in May and June 2017 show 25 percent of the abalone are shrunken and starving. Gonad condition data also indicates no reproduction will occur this year, adding to the two previous years with similar conditions. Kelp resources continue to be poor and the density of purple sea urchin competitors remains high. The Department is requesting that the Commission re-adopt the emergency regulations that are set to expire on September 29, 2017 to continue the emergency regulations through the end of the 2017 season. The Department is preparing a standard rulemaking for the Commission's consideration to make the 2017 emergency regulations, or more restrictive regulations, effective for the 2018 season.

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

The recreational red abalone (*Haliotis rufescens*) fishery is one of California's most successful and popular fisheries, and is economically important, particularly to Sonoma and Mendocino counties where approximately 95 percent of the multimillion dollar fishery takes place. Over 25,000 fishermen participate in the fishery each year. Red abalone may be taken with a sport fishing license subject to regulations prescribed by the Commission.

Under existing statute (Fish and Game Code Section 5521) and regulation (Section 29.15, Title 14, CCR), abalone may only be taken for recreational purposes north of a line drawn due west magnetic from the center of the mouth of San Francisco Bay, except in the closed Fort Ross area. The current regulation also specifies the season, hours, daily and annual limits, special gear provisions, measuring devices, abalone report card requirements, and minimum size. Red abalone may only be collected by skin diving (without SCUBA) or rock picking during low tides, so that a deep-water refuge population is maintained to enhance productivity of the fishery.

In 2005, the Commission adopted the Abalone Recovery and Management Plan (ARMP) pursuant to requirements in statute (Fish and Game Code Section 5522), to provide a cohesive framework for recovering depleted abalone populations in southern California, and for managing the northern California fishery and future fisheries, including red abalone. The ARMP articulates a framework for sustaining abalone populations based largely on densities, catch, size, and reproductive success as triggers for adjusting total allowable catch (TAC) and engaging other management measures. Using criteria described in the ARMP, the TAC is adjusted when specific triggers are met, through various management actions such as changes to daily bag limits, seasonal limits, and season length.

In 2015, a combination of unprecedented environmental and biological stressors began to take their toll on abalone populations, including warmer-than-normal waters and decreasing food resources, leading to starvation conditions. Throughout 2016 and spring of 2017, the Department conducted surveys, visual assessments, and histological sampling of north coast abalone, and documented citizen reports of unhealthy or moribund abalone within the fishery. The Department has identified wide-sweeping changes in the density, occurrence, size and health of red abalone and the kelp upon which it depends for food. Specifically, the Department has found:

• Warm Water Conditions and Kelp and Algae Declines. Red abalone are herbivores that live on rocky reefs in kelp forests, eating red and brown algae. In 2014, the kelp forests in the abalone fishery region declined by 93 percent due to extreme warm water conditions and an unprecedented increase in herbivorous red and purple sea urchin populations. Unlike abalone, sea urchin populations are generally resilient to food shortages and can survive longer, such that even if water conditions cool, grazing pressure from surviving sea urchins may still keep kelp from wide-spread recovery. Warm water conditions persisted through 2015, impacting kelp recovery and abalone health. Recently there has been some improvement in kelp growth, but current kelp canopies are still very sparse compared to normal years.

• Starvation Conditions. Red abalone are susceptible to starvation when kelp and algal abundances decline. Kelp and other algal species are being actively cleared from rocky bottom habitat that is dominated by purple sea urchin, which is greater than sixty times more abundant now than prior to 2013. Urchin populations increased, in part, due to large-scale loss of predatory sea star species in 2013 due to sea star wasting disease. Bull kelp and other algal food sources for abalone have remained at extremely low levels since 2014; the large number of purple urchins is likely keeping kelp recovery confined to very limited areas.

Abalone have been observed stacked on top of each other in shallow water, which could be attributed to either abalone moving from deeper water to shallower water where algae is slightly more abundant, or abalone trying to graze whatever algae is growing on the shells of other abalone; shells were observed to be unusually clean of algal growth. Recent evidence indicates the starvation conditions have not yet abated; additional impacts have been observed in 2017 and are expected to continue through the 2018 season.

- Density Declines. In spite of the Commission's 2013 actions to reduce take and recover densities, the actions were ineffective in preventing densities from continuing to decline, from an average of 0.47 per square meter (m²) in 2013 to 0.44 per m² in 2016. The Department believes the density decline is largely due to the environmental conditions described herein.
- Deep-Water Refuge. Deep-water refuge is believed to be a critical component in maintaining a highly productive recreational fishery. Deepwater abalone are generally safe from take and can be a source of both adults to replace abalone removed from shallower waters and larvae to enhance abalone reproduction rates. Surveys in the summer of 2016 showed dramatic reductions in abalone densities in deep water refuges (greater than 28 foot depths). The average density of deep-water red abalone populations over the past four years has declined, increasing the risk that the fishery is not sustainable. It should be noted that abalone movement from deep water into shallow water or from cryptic locations to exposed shallow areas can give the impression that abalone populations are stable or have increased if the absence of abalone in deeper waters is not considered.
- Abalone Health, Reproduction, and Mortality. The abundance of warm water, coupled with a lack of algae, has severely impacted the health and reproductive development of abalone. Fishermen and the public have reported weak, shrunken, and dying abalone, as well as unusually high numbers of empty shells of all size classes throughout the 2016 season, which has continued into the 2017 season. Department surveys revealed

more than 25 percent of catch at nine survey sites had body mass that was shrunken (meat smaller than the shell). Reductions in body mass lead to reduced reproductive fitness; just a 20% reduction in body mass can reduce reproduction by 60-90 percent. Red abalone require approximately 12 years to grow to minimum legal size, so that multi-year gaps in reproduction will be observed in the fishery for years to come. Furthermore, recent laboratory feeding studies of starved wild red abalone indicate that reproductive capability may take more than one year to recover to normal levels after algal conditions improve.

The weakened condition of abalone may also reduce their ability to withstand normal storm waves during the winter, increasing mortality. This fishery has suffered two years of poor reproduction (2015 and 2016) with all indications that 2017 will add a third year. This situation is likely to put future sustainability of the fishery at risk. Lack of kelp and other algae greatly reduces cover for red abalone, making them easier to locate by fishermen.

Studies, Reports, or Documents Supporting Factual Emergency

The Department relied on the following document in proposing this emergency rulemaking action:

(1) The Abalone Recovery and Management Plan https://www.wildlife.ca.gov/Conservation/Marine/ARMP

Department staff has documented critical negative impacts to red abalone fishing grounds:

- (1) A dramatic decline in sea stars, important sea urchin predators, due to sea star disease.
- (2) A dramatic decline (93 percent) of the kelp canopy in Sonoma and Mendocino counties in 2014.
- (3) A dramatic increase (60 times) in the density of purple sea urchins in 2015, increasing competition with abalone for food.
- (4) Warm seawater conditions in Sonoma and Mendocino counties in 2014 and 2015.
- (5) A lack of kelp, which increases the efficiency of fishing efforts in shallow habitats.
- (6) A decline in deep-water abalone densities.
- (7) Continued decline in overall average abalone densities in spite of significant take reductions implemented in 2014.

Department staff has documented critical negative impacts to red abalone health:

- (1) Visual abalone body health scores for abalone taken in the fishery during the spring of 2016 and 2017 show that more than 25 percent of abalone were shrunken in body mass at sites in northern California.
- (2) Body condition index declined at Van Damme State Park by 20 percent, but no significant difference was observed at Fort Ross in summer of 2016 (60 abalone per site).
- (3) Department staff and abalone fishermen have observed weak abalone washed up on shore and easy to remove from the rocks as well as many new shells of all size classes, indicating increased natural mortality.

Department staff has documented critical negative impacts to red abalone reproduction:

- (1) Gonad index declined significantly at Van Damme State Park and at Fort Ross in the summer of 2016 and 2017 (60 abalone per site).
- (2) Small numbers of larval abalone observed in plankton surveys in Sonoma and Mendocino counties in 2015.
- (3) Small numbers of newly settled abalone observed in coralline-covered rock samples from Sonoma and Mendocino counties in 2015.
- (4) Few juvenile (< 21 millimeter) red abalone were observed in artificial reefs in Van Damme State Park in 2015.

IV. Impact of Regulatory Action

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

(a)	Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:
	None.

(b) Nondiscretionary Costs/Savings to Local Agencies:

None.

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

None.

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

None.

(e) Effect on Housing Costs:

None.

V. Re-adoption Criteria

1) Same or Substantially Equivalent

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

2) Substantial Progress

Government Code Section 11346.1(h) specifies that the emergency rulemaking agency must demonstrate that it is making "substantial progress and has proceeded with due diligence" to comply with standard rulemaking provisions. At its June 22, 2017 meeting, the Commission received an update on the status of the red abalone resource and directed the Department to develop a standard rulemaking for Commission consideration to make the 2017 emergency regulations, or more restrictive regulations, effective for the 2018 season. The standard rulemaking effort is scheduled for notice at the Commission's August meeting, with discussion and adoption hearings scheduled for October and December. The re-adoption of the emergency regulations is needed to allow the Commission time to comply with Administrative Procedure Act provisions.

VI. Authority and Reference

The Commission proposes this emergency action pursuant to the authority vested by sections 200, 202, 205, 210, 220, 240, 255, 260, 265, 275, 399, 5520, 5521 and 7149.8 of the Fish and Game Code and to implement, interpret, or make more specific sections 200, 202, 205, 220, 275, 5520, 5521, 7145, and 7149.8 of said code.

IV. Section 399 Finding

Pursuant to Section 399 of the Fish and Game Code, the Commission finds that the adoption of this regulation is necessary for the immediate conservation, preservation, or protection of birds, mammals, reptiles, or fish (abalone).

Informative Digest (Plain English Overview)

The California Fish and Game Commission (Commission) submitted an emergency rulemaking that became effective April 1, 2017, to address concerns with the red abalone resource due to a combination of unprecedented environmental and biological stressors. The emergency rulemaking reduced the open season length by two months by closing April and November and reduced the annual limit from 18 to 12 (except for Sonoma County, which remained at 9).

Based on California Department of Fish and Wildlife (Department) creel surveys and inwater reports and observations in 2017, early indications suggest conditions continue to be very poor and are not likely to quickly improve. Body shrinkage scores for red abalone (over 3,800 samples) assessed from nine sites throughout the fishery in May and June 2017 show 25 percent of the abalone are shrunken and starving. Gonad condition data also indicates no reproduction will occur this year, adding to the two previous years with similar conditions. Kelp resources continue to be poor and the density of purple sea urchin competitors remains high. The Department is requesting that the Commission re-adopt the emergency regulations that are set to expire on September 29, 2017 to continue the emergency regulations through the end of the 2017 season. The Department is preparing a standard rulemaking for the Commission's consideration to make the 2017 emergency regulations, or more restrictive regulations, effective for the 2018 season.

Proposed Regulatory Action:

The proposed emergency regulation will reduce the take of abalone within the entire fishery to levels anticipated to be sustainable under current environmental conditions. Acting under the guidance contained in the ARMP, the Department requests the Commission take emergency action to reduce allowable take by amending abalone subsections (b) and (c) of Section 29.15, Title 14, CCR, to reduce the red abalone allowable annual take from 18 to 12 abalone, with the exception that the lower limit of "not more than 9 abalone of the yearly trip limit may be taken south of the boundary between Sonoma and Mendocino Counties" found in subsection 29.15(c) will continue to apply, and to close April and November to fishing.

<u>Benefits:</u> The proposed emergency reduction within the abalone fishery will benefit the environment by protecting the valuable abalone resource from excessive fishing mortality, which will allow the resource the opportunity to rebuild and be sustainable for the future.

Consistency and Compatibility with Existing State Regulations: The Legislature has delegated authority to the Commission to promulgate sport fishing regulations (Fish and Game Code, sections 200, 205, 265, 275 and 399). No other state agency has the authority to promulgate such regulations. The Commission has conducted a search of Title 14, CCR and determined that the proposed regulation is neither inconsistent nor incompatible with existing State regulations, and that the proposed regulation is consistent with other sport fishing regulations and marine protected area regulations in Title 14, CCR

Regulatory Language

§ 29.15. Title 14, CCR is amended to read:

§ 29.15. Abalone.

- (b) Open Season and Hours:
- (1) Open Season: Abalone may be taken only during the months of May, June, August, September and October.
- (2) Open Hours: Abalone may be taken only from 8:00 AM to one-half hour after sunset.
- (c) Bag Limit and Yearly Trip Limit: Three red abalone, *Haliotis rufescens*, may be taken per day. No more than three abalone may be possessed at any time. No other species of abalone may be taken or possessed. Each person taking abalone shall stop detaching abalone when the limit of three is reached. No person shall take more than12 abalone during a calendar year. In the Open Area as defined in subsections 29.15(a) and 29.15(a)(1) above, not more than 9 abalone of the yearly trip limit may be taken south of the boundary between Sonoma and Mendocino Counties.

[No changes to subsections (a) and (d) through (h)]

Note: Authority cited: Sections 200, 202, 205, 210, 220, 240, <u>255, 260, 265, 275, 399,</u> 5520, 5521 and 7149.8, Fish and Game Code.

Reference: Sections 200, 202, 205, 220, <u>275,</u> 5520, 5521, 7145, and 7149.8, Fish and Game Code.

The County of Yuba

County Administrator

TO: Board of Supervisors

FROM: Robert Bendorf, County Administrator

Grace Mull, Deputy County Administrator

SUBJECT: Fiscal Year 2017-2018 Final Budget.

DATE: September 12, 2017

NUMBER: 421/2017

RECOMMENDATION

It is recommended that the Board of Supervisors hold a public hearing, receive recommended adjustments and approve the Fiscal Year 2017-2018 Final Budget.

BACKGROUND

On June 27, 2017, the Board of Supervisors adopted the FY 2017-2018 Proposed Budget as an interim spending plan. Since its adoption, several actions have occurred which have resulted in recommended adjustments for the Final Budget.

DISCUSSION

Those actions and resulting final adjustments are as follows:

- Revenue Adjustments: Based on increased activity in local property sales, staff is recommending an increase in Supplemental Property Tax and Property Transfer Tax in the amount of \$25,000 each.
- <u>Cash Balance:</u> After closing out FY 2016-2017, the Auditor-Controller reported that the County's General Fund Cash Balance after encumbrances was \$2,447,454. The Proposed Budget included an estimate of \$1,216,013. A majority of the increase (approximately \$700,000) of the one-time funding is due to one-time revenue that was included in the FY 2016-2017 budget. Staff is recommending the use of this one-time revenue in the amount of \$1,231,441 along with the revenue adjustments noted above in the amount of \$50,000 in the following manner:



- o Increase General Fund Contingency in the amount of \$398,916. The additional funding will bring the FY 2017-18 General Fund Contingency amount to \$960,000.
- Move \$700,000 to the County Capital Project Fund. The increased funding will allow the County to set aside funds for replacement of a Courthouse Fan Unit and future technology improvements.
- Utilize \$4,600 to cover additional General Fund costs that were determined after the Proposed Budget was submitted.
- o Provide \$100,000 to Code Enforcement to assist with increased code violation activity.
- o Increase the General Fund contribution for the Sheriff's Department in the amount of \$134,832 to cover costs associated with the Jail Medical Services contract.
- General Fund Reserves: General Fund Reserves are held outside of the General Fund.
 The amount allocated for FY 2016-2017 was \$2,100,000. The FY 2017-2018 Proposed
 and Final Budget recommends no changes to the reserves amount. The reserve amount
 exceeds policy level of 5% and is currently at 7.74% closer to the stated policy goal is 10%.
- General Fund Contingencies: The Proposed Budget recommended a reduction to General Fund Contingencies to help balance the budget and lowered the amount to \$561,084. The Final Budget increases this amount to \$960,000. The new Contingency level exceeds the policy level of 1.5% and is budgeted at 3.17%.

The attached Recommended Adjustments to the Proposed Budget FY 2017-2018 worksheet reflect the items noted above as well as other recommended adjustments. The following is a summary of the additional recommended adjustments:

- Board of Supervisors
 A budget increase in the amount of \$1,000 is being recommended for this budget. Staff received a request letter after the Proposed Budget from the Yuba-Sutter Stand Down requesting funding for maintenance of the Yuba-Sutter Veterans Memorial.
- Clerk of the Board A budget adjustment in the amount of \$3,600 is being recommended to fund maintenance costs associated with Agenda. Net software.
- Health Services A budget adjustment in the amount of \$600,000 is being recommended to provide health realignment funding towards the Jail Medical services.
- <u>Social Services</u> A budget adjustment to rescind the transfer of health realignment funding to Social services is being recommended as the transfer is no longer necessary.
- <u>CMSP</u> A one-time budget reduction in the amount of \$101,907 is being recommended as the CMSP program issued a letter to the County indicating the 2017-2018 participation fee is not required this year. A portion of the appropriation (\$45,000) was recently approved by your Board to be redirected to fund costs related to the modular unit at 14 Forward.
- <u>Public Defender</u> A budget increase in the amount of \$8,625 is being recommended to reimburse the Public Defender for one-time costs associated with Prop 47 cases.

- <u>Victim Witness Program</u> A budget adjustment in the amount of \$96,987 is being recommended to appropriated additional grant funding for this program that was approved after the Proposed Budget.
- Sheriff Department Numerous budget adjustments are being recommended within several divisions of the Sheriff's Department to help fund costs associated with the Jail Medical Services contract.

Summary

The Final Budget reflects a total operating budget of \$168,473,552. The budget includes General Fund Reserves and Contingencies budgeted above current Board adopted policy levels, actual end of year General Fund cash balance, and a reduced use of one-time funds.

Attachments

421/2017 Recommended Adjustments To The Proposed Budget FY 2017-2018 421/2017 Budget for Fiscal Year 2017-2018 Allocation by Budget Unit

Adjustments 9/12/17 Budget Hearing

	Recommended Adjustments]					
	Ap	propriation	— <u> </u>	Estimated	1			
		djustment	l	Revenue				
Department/Unit	lr lr	icrease /	ı	ncrease /			Revised	Proposed
Account	(0	Decrease)	(1	Decrease)	Description	A	ccount Total	Budget
BOS								
101-0100-372-99-02	\$	-	\$	1,000	County Contribution	\$	447,894	\$446,894
101-0100-411-28-01	\$	1,000	\$	-	Community Organizations	\$	5,527	\$4,527
Clerk-Recorder								
101-0200-371-97-01	\$	-	\$,	Contribution from Trusts	\$	141,481	\$79,481
101-0200-411-22-82	\$	10,000	\$	-	Micro Graphic	\$	10,000	\$0
101-0200-411-22-83	\$	2,000	\$	-	Truncation	\$	2,000	\$0
101-0200-411-22-84	\$	50,000	\$	-	Modernization	\$	50,000	\$0
Clerk of the Board								
101-1701-372-99-02	\$	_	\$	3 600	County Contribution	\$	317,448	\$313,848
101-1701-411-23-00	\$	3,600	\$		Professional Services	\$	10,400	\$6,800
101 1101 711 20 00	•	0,000	*		Troicssional dervices	•	10,400	40,000
Health Services								
106-4700-441-23-00	\$	(311,000)	\$	-	Professional Services	\$	594,453	\$905,453
106-4700-441-28-00	\$	(289,000)		-	Special Departmental Expense	\$	867,874	\$1,158,874
106-4700-372-99-06	\$	-	\$		Other Transfers Out	\$	(1,460,000)	(\$860,000)
Social Services								
100 Cash Balance	\$	-	\$		EOY 100 Cash Balance	\$	1,814,250	\$1,114,250
100-5200-372-99-01	\$	-	\$	(700,000)	Operating Trans In	\$		\$700,000
CMSP								
101-4720-441-28-03	\$	(101,907)	¢		Participation Fee	\$		\$404.007
101-4720-372-99-02	\$	(101,507)	\$		County Contribution	\$	-	\$101,907 \$101,907
101-4120-072-00-02	*	_	Ψ	(101,307)	County Contribution	Ψ	_	\$101,507
HELP Program								
233-5410-453-18-00	\$	69,950	\$	_	Maintenance Building & Imprv	\$	72,950	\$3,000
233 Cash Balance	\$		\$		EOY 233 Cash Balance	\$	24,950	\$0
233-5410-372-99-05	\$	_	\$	(41,456)	Other Transfers In	\$	-	(\$41,456)
233-5410-372-99-02	\$	-	\$	86,456	County Contribution	\$	86,456	\$0
Victim Witness Program								
101-3105-361-56-01	\$	-	\$,	Aid for Corrections	\$	239,078	\$142,091
101-3105-423-01-01	\$	33,976	\$		Salaries	\$	131,162	\$97,186
101-3105-423-02-02	\$	6,370	\$		Co Share PERS	\$	24,492	\$18,122
101-3105-423-02-04	\$	5,613	\$		Health Insurance	\$	25,766	\$20,153
101-3105-423-02-05 101-3105-423-02-06	\$	817	\$		Medicare	\$	1,687	\$870
101-3105-423-02-06	\$ \$	117 19	\$ \$		Workers Comp Life Insurance	\$ \$	824 147	\$707
101-3105-423-02-07	\$	75	\$		Unemployment Ins	\$	171	\$128 \$98
101-3105-423-17-00	\$	441	\$		Maintenance Equipment	\$	1,546	\$1,105
101-3105-423-22-00	\$	21,906	\$		Office Expense	\$	21,906	\$1,105
101-3105-423-23-00	\$	11,603			Professional Services	\$	13,023	\$1,420
101-3105-423-28-00	\$	15,000			Special Departmental Expense	\$	15,000	\$0,720
101-3105-423-29-00	\$	1,050			Travel	\$	3,354	\$2,304
	-	. ,	•			•	-,	•-•
Bidg Insp/Code Enforce								
101-3500-372-99-02	\$	-	\$		County Contribution	\$	100,000	\$0
101-3600-372-99-01	\$	-	\$	(100,000)	Operating Trans In	\$	(616,822)	(\$716,822)

\$ -\$ (468,370) \$ (468,370) \$ - \$0

Net Appr/Rev

\$ -

Adjustments 9/12/17 Budget Hearing

		Recommended A	٩dju	ustments				
		Appropriation	Г	Estimated	1			
		Adjustment		Revenue				
Department/Unit		Increase /		Increase /			Revised	Proposed
Account		(Decrease)		(Decrease)	Description		Account Total	Budget
Human Resources				<u> </u>	<u> </u>			
101-0300-414-01-01	\$	(64,539)	\$	-	Salaries	\$	725,223	\$789,762
101-0300-414-02-02	\$	(12,170)			Co Share PERS	\$	135,782	\$147,952
101-0300-414-02-04	\$	(20,694)			Health Insurance	\$	129,483	\$150,177
101-0300-414-02-05	\$	(936)		-	Medicare	\$	10,516	\$11,452
101-0300-414-02-07	\$	(108)	\$		Life Insurance	\$	1,080	\$1,188
101-0300-414-02-08	\$	(128)		-	Unemployment Insurance	\$	689	\$817
101-0300-414-99-02	\$	-	\$		County Contribution	\$	95,961	\$194,536
				, , ,	,			
County Administrator								
101-1700-411-01-01	\$	64,539			Salaries	\$	658,911	\$594,372
101-1700-411-02-02	\$	12,170			Co Share PERS	\$	124,035	\$117,865
101-1700-411-02-04	\$	20,694			Health Insurance	\$	83,178	\$62,484
101-1700-411-02-05	\$	936			Medicare	\$	9,554	\$8,618
101-1700-411-02-07	\$	108			Life Insurance	\$	648	\$540
101-1700-411-02-08	\$	128			Unemployment Insurance	\$	718	\$590
101-1700-411-99-02	\$	•	\$	98,575	County Contribution	\$	310,297	\$211,722
	•		·	,			•	
Stds & Trng-Sheriff								
133-7800-423-29-00	\$	(40,975)	\$	-	Travel	\$	-	\$40,975
133-2900-372-99-03	\$		\$	(40,975)	Operating Transfers Out	\$	(40,975)	\$0
				• • •	-			
Jail								
108-2900-423-01-01	\$	(527,122)	\$	-	Salaries	\$	4,338,078	\$4,865,200
108-2900-423-01-03	\$	(92,485)	\$		Extra Help	\$	84,335	\$176,820
108-2900-423-01-04	\$	1,815	\$	-	Overtime	\$	133,749	\$131,934
108-2900-423-01-05	\$	(21,290)	\$	-	Holiday Pay	\$	129,033	\$150,323
108-2900-423-01-07	\$	30,377	\$	-	Vacation Pay	\$	30,377	\$0
108-2900-423-01-08	\$	4,973	\$	-	Sick Leave	\$	4,973	\$0
108-2900-423-02-02	\$	(95,519)	\$	-	Co Share PERS	\$	1,154,525	\$1,250,044
108-2900-423-02-03	\$	(2,774)		-	COPST	\$	3,431	\$6,205
108-2900-423-02-04	\$	(139,804)		-	Health Insurance	\$	1,099,643	\$1,239,447
108-2900-423-02-05	\$	(8,754)		-	Medicare	\$	68,707	\$77,461
108-2900-423-02-07	\$	(773)		-	Life Insurance	\$	5,312	\$6,085
108-2900-423-02-08	\$	(1,208)		-	Unemployment Insurance	\$	4,024	\$5,232
108-2900-423-12-00	\$	(2,000)		-	Communications	\$	7,000	\$9,000
108-2900-423-13-00	\$	(10,000)		_	Food	\$	490,000	\$500,000
108-2900-423-14-00	\$	(7,500)			Household Expense	\$	127,500	\$135,000
108-2900-423-19-00	\$	(48,300)			Med, Dental, & Lab Supplies	\$	9,700	\$58,000
108-2900-423-22-00	\$	(2,100)			Office Expense	\$	22,900	\$25,000
108-2900-423-23-00	\$	2,814,521	\$		Professional Services	\$	3,811,121	\$996,600
108-2900-423-28-00	\$	(10,000)	-		Special Department Expense	\$	91,182	\$101,182
108-2900-423-29-04	\$	(10,215)			Transportation Prisoner	\$	45,570	\$55,785
108-2900-423-29-05	\$	20,975	\$		Training STC	\$	20,975	\$0
108-2900-423-29-00	\$	173,590	\$		Reimbursements	\$	(40,300)	(\$213,890)
108-2900-361-64-01	\$	179,520	\$		AB 109 Public Safety	\$	2,200,000	\$2,000,000
108-2900-372-99-01	\$	-	\$	•	Op Trans in Capital Improv Fund 164	\$	373,682	\$338,682
108-2900-372-99-01	φ \$	-	\$		Op Trans In Capital Implov Fund 104	\$	414,657	\$373,682
108-2900-372-99-01	\$	-	¢.		Transfer from Health Fund 106	\$	1,714,657	\$414,657
108-2900-372-99-01	\$	-	\$		County Contribution	\$	5,351,547	\$4,561,115
108 Cash Balance	\$	-	\$		EOY 108 Cash Balance	\$	0,001,047	\$300,000
100 Casii Dalalice	Ð	•	4	(000,000)	LOT 100 Oddit Datalice	4	•	\$000,000

	_
\$ 2,025,432	\$ 2,025,432

Adjustments 9/12/17 Budget Hearing

		Recommended A	djus	lments				
	A	Appropriation	- 1	Estimated				
		Adjustment		Revenue				
Department/Unit		Increase /	- 1	ncrease /			Revised	Proposed
Account		(Decrease)	(I	Decrease)	Description	Α	ccount Total	Budget
Boat Patrol								
101-2701-363-74-15	\$	-	\$	55,210	Outside Agencies	\$	95,210	\$40,000
101-2701-372-99-02	\$	-	\$	(55,210)	County Contribution	\$	51,746	\$106,956
Animal Care Services								
101-4400-427-29-00	\$	(10,215)	\$	_	Travel	\$	45,570	\$55,785
101-4400-372-99-02	\$	*	\$	(10,215)	County Contribution	\$	504,829	\$515,044
Sheriff Auto Service								
151-9400-410-63-10	\$	(70,000)	\$		Vehicles	\$	169,500	\$239,500
151-9400-351-32-00	\$,,	\$	(126,500)	Rents & Concessions	\$	589,371	\$715,871
151-9400-363-74-00	\$		\$	56,500	Outside Agencies	\$	56,500	\$0
Sheriff								
108-2700-422-01-01	\$	(273,774)	\$	-	Salaries	\$	6,411,257	\$6,685,031
108-2700-422-01-04	\$	(50,000)	\$	-	Overtime	\$	360,448	\$410,448
108-2700-422-02-02	\$	(72,310)	\$	-	Co Share PERS	\$	1,649,094	\$1,721,404
108-2700-422-02-04	\$	(68,980)	\$	-	Health Insurance	\$	1,261,359	\$1,330,339
108-2700-422-02-05	\$	(4,742)	\$		Medicare	\$	98,293	\$103,035
108-2700-422-02-07	\$	(294)	\$	-	Life Insurance	\$	6,291	\$6,585
108-2700-422-02-08	\$	(556)	\$	-	Unemployment Insurance	\$	5,955	\$6,511
108-2700-422-11-00	\$	(3,447)	\$	-	Clothing & Personal	\$	72,180	\$75,627
108-2700-422-28-00	\$	(10,000)	\$	-	Special Dept Expense	\$	94,000	\$104,000
108-2700-422-29-00	\$	(101,357)	\$	-	Travel	\$	455,198	\$556,555
108-2700-422-29-03	\$	(4,715)	\$	-	POST	\$	63,032	\$67,747
108-2700-372-99-02	\$	•	\$	(590,175)	County Contribution	\$	7,958,042	\$8,548,217

\$ (670,390)	\$ (670,390)

Adjustments 9/12/17 Budget Hearing

	Recommended Adjustments		stments]				
		Appropriation		Estimated				
		Adjustment		Revenue				
Department/Unit		Increase /		Increase /			Revised	Proposed
Account		(Decrease)	(Decrease)	Description	Ac	count Total	Budget
Contingencies								
101-6900-410-71-01	\$	398,916	\$	-	Contingencles-General	\$	960,000	\$561,084
101-6900-372-99-02	\$	-	\$	398,916	County Contribution	\$	960,000	\$561,084
Gen Fund-One Time Rev								
101-0101-311-06-00	¢		ŧ.	25,000	Supplemental Branasti, Tay	•	225 000	2222 222
	\$	-	Ð		Supplemental Property Tax	Þ	225,000	\$200,000
101-0101-312-11-00	\$	•	\$	25,000	Property Transfer Tax	\$	425,000	\$400,000
Gen Fund-Fund Balance								
101 Cash Balance	\$		\$	1,231,441	EOY 101 Cash Balance	\$	2,447,454	\$1,216,013
			\$	56,907	Balance of CMSP Appropriation			
			\$		Increase Contingencies			
			\$		Increase Code Enforcement			
			\$, . ,	Increase Sheriff/Jail			
			ě	, , ,	Increase Clerk of the Board			
			¢	,	Increase Board of Supervisors			
			Ψ	(1,000)	morease board or supervisors			
Other Trans Out								
101-0101-372-99-06	\$	-	\$	(700,000)	Other Transfers Out		(\$746,456)	(\$46,456)

	\$	398,916	398,916
Net Increase Appr/Rev	\$	-	
Net Incr Appr/Rev Pg 1	\$	-	
Net Incr Appr/Rev Pg 2	\$	-	
Net Incr Appr/Rev Pg 3	\$	4	
Net Incr Appr/Rev Pg 4	\$		
Total Incr Appr/Rev	S	201	

Page 4 of 4

Budget for Fiscal Year 2017-2018 Allocation by Budget Unit

Section I	Operating Funds	900	Notes-
7711	a ronowing budgets may be approved arr me	ass.	
Welfare Administrat	ion	\$37,625,538	
Welfare - Categoric	al Aids	\$19,845,036	
General Relief		\$120,000	
Board of Supervisor	8	\$510,929	
Board of Supervisor	s - Miscellaneous	\$1,270,484	
Clerk - Recorder		\$759,466	
Human Resources		\$194,536	
Auditor-Controller		\$617,907	
Treasurer		\$665,364	
Assessor		\$1,700,182	
County Counsel		\$384,684	
Elections		\$629,994	
Buildings & Grounds	5	\$483,368	
Custodial Services		\$266,001	
Capital Improvemen	ts	\$10,000	
Surveyor		\$692,152	
Comm Dev Admin 8	Finance	\$605,798	
County Administration	on	\$211,722	
Clerk of the Board		\$318,148	
Economic Developn	nent	\$111,568	
Administrative Servi	ces	\$15,338	
Information Technol	ogy	\$673,894	
Public Defender		\$1,196,492	
Grand Jury		\$34,100	
Sheriff - Boat Grant		\$313,087	
Probation		\$4,881,133	
Victim/ Witness - Ch	nild Abuse	\$121,073	
Victim / Witness Pro	gram	\$239,078	
V.W VOCA	•	\$185,445	
V.W Prev & Ed (J/	AG)	\$173,745	
JAG ARRA	·	\$147,131	
Crime Prevention Ad	ct 2000	\$441,777	
Youth Offender Bloc	k Grant	\$372,115	
Probation - Family R	lesource Center	\$239,411	
State Correctional S	chool	\$24,000	
Drainage Ditch Mair	itenance	\$816,364	
Agriculture Commiss	sioner & Sealer of Weights	\$1,043,469	
Building Inspection/		\$2,477,939	
Juvenile Traffic		\$18,250	
Public Guardian		\$296,881	
Emergency Services	i	\$584,280	
Planning		\$650,549	
Animal Care Service	es	\$755,829	
Health/CMSP		\$0	
Environmental Healt	h	\$1,462,293	
County Parks		\$454,084	
Bi - County Veterans	S	\$429,811	
Library		\$506,932	
•		•	

Section I cont'd Operating Funds

Agriculture Extension	\$92,285	
Public Works Road	\$29,766,395	
Health Services	\$7,597,804	
Public Authority	\$598,873	
Child Support Services	\$3,956,093	
District Attorney	\$2, 4 52,619	
Sheriff	\$12,709,348	
Sheriff - County Jail	\$14,390,831	
Juvenile Hall	\$5,394,610	
Sheriff - Court Balliffs	\$661,827	
County Drug Grant	-\$232	
Criminal Justice System Grant	\$380	
NSP 3 HCD	\$12,169	
Debt Service	\$3,663,712	
Standards & Training - Prob/JH	\$36,203	
Standards & Training - Sheriff	\$0	\$166,910,294
Solar Panels	\$0	Subtotal Funds 100-134
Sheriffs Facility	\$248,591	
Tri-County Juvenlle Hall	\$1,707,832	
Jall Expansion	\$269,133	\$2,225,556
HELP Program	\$201,406	Funds 201,202

Section || Individually Approved Funds

The following funds must be approved individually.

Contingencies - General	\$960,000
Total Operating Funds	

Airport Enterprise Funds \$401,852 \$168,473,552
Total Enterprise Funds Funds 100-134 + Conlingencies + Airport + HELP

Reserves-General \$0 FY 2017-2018 Reserves Amount is \$2,100,000

Internal Service Funds

\$749,563 Automotive Service Sheriff - Automotive Service \$645,871 Utility ISF \$2,427,818 IT - Network Infrastructure \$788,097 Workers Comp \$2,227,257 Liability Insurance \$2,222,521 Health Insurance \$13,301,580 General Insurance \$161,707 Unemployment Insurance \$563,926 Short Term Disability \$0 \$23,088,340 **Total Internal Service Funds**

The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Kevin Mallen

SUBJECT: Administrative Appeal Hearing - Hold appeal hearing to determine public nuisance

for property located at 9820 Rices Texas Hill Road, Oregon House, CA 95962; APN: 048-120-022; Property Owners: Nickulas A and Cynthia B Maglaras.

(Community Development and Services Agency) (Ten minute estimate) (Roll Call

Vote)

DATE: September 12, 2017

NUMBER: 427/2017

Recommendation:

Receive evidence and testimony regarding the subject property, and make findings and orders consistent with staff's recommendation.

Background:

On, or about, August 3, 2017, Yuba County Code Enforcement received a citizen complaint of illegal marijuana cultivation activities within the Dobbins and Oregon House community. An investigation of the area led staff to seek judicial Inspection Warrants for properties believed to have illegal marijuana cultivation activities occurring on their property.

Discussion:

The attached Notice and Order to Abate Public Nuisance and Order to Appear enumerates violations of the Yuba County Ordinance Code discovered at the subject property during an inspection pursuant to a judicial Inspection Warrant.

Committee Action:

No Committee action is necessary; Public Nuisance Appeal Hearing.

Fiscal Impact:

 $\begin{array}{l} \mbox{General Fund} - \mbox{None} \\ \mbox{Source of Funds} - \mbox{Hearing is covered by } 3500 \mbox{ annual budget} \end{array}$

Attachments:

427/2017 Notice and Order to Abate Public Nuisance



The County Of Yuba

Community Development & Services Agency

CODE ENFORCEMENT

Suite 123, Marysville, Cali

Telephone: (530) 749-5455

Fax: (530) 749-5616



NOTICE AND ORDER TO ABATE PUBLIC NUISANCE AND

ADMINISTRATIVE ORDER TO APPEAR MMJ17-0121

CULTIVATOR	PROPERTY OWNER
ADDRESS	ADDRESS
NICKULAS & CYNTHIA B MAGLARAS	NICKULAS A & CYNTHIA B MAGLARAS
NICK MAEHLHAUSEN & NANCY OLIVRE	
9820 RICES TEXAS HILL ROAD	P O BOX 533
DOBBINS, CA 95962	OREGON HOUSE, CA 95962

9820 RICES TEXAS HILL RD OREGON HOUSE, CA 95962

APN:

VIOLATION ADDRESS:

048-120-022

PLEASE TAKE NOTICE: that the use and condition of the subject property has been determined by Yuba County Code Enforcement to violate the Yuba County Ordinance Code and is therefore declared a public nuisance. The conditions that create a public nuisance on said property are as follows:

Yuba County Ordinance Code § 7.40.400(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

	Outdoor cultivation 7.40.300A - PROHIBITED
⊠	Cultivation of more than 6 plants 7.40.300B NUMBER OF PLANTS: 71
⊠	Water source/discharges 7.40.310B
	Cultivation environment; health, safety, welfare; dust, odor, traffic, chemicals 7.40.300C
	Lack of dwelling 7.40.310
	Unpermitted accessory structure 7.40.320A1
	Accessory structure w/in setback 7.40.320A2

	<u>J</u>	Use of extension cord(s) 7.40.320A3
		Lack of mechanical filtration system 7.40.320A4
		Lack of adequate fence around accessory structure (height; security) 7.40.330
		County Ordinance Code § 7.40.400(B) The cultivation of marijuana on a parcel that at have an occupied, legally established Dwelling.
		County Ordinance Code § 7.40.400(C) Marijuana plants in public view as defined in 7.40.200 of this Chapter.
⊠	exceeds	County Ordinance Code § 7.40.400(D) The cultivation of marijuana in a manner that is 6 plants unts:71
⊠	the mar produci cultivat	County Ordinance Code § 7.40.400(E) The improper use, storage and/or disposal (per sufactures' instruction and/or any law that governs same) of chemicals, fertilizers, gas its (CO2, butane, etc.) or any other products or equipment associated with the ion of marijuana.
⊠	any pub	County Ordinance Code § 7.40.400(F) Any violation of any Ordinance or State law or plic nuisance defined or known at common law or in equity jurisprudence, including but ited to the following violations:
		Conducting activities on a site which are not permitted uses in the established zone as identified in the Yuba County Ordinance Code, Title XI – Development Code, including utilizing accessory uses without first establishing a primary use
		Emplacement and occupancy of a recreational vehicle as a place of human habitation in violation of the Yuba County Ordinance Code, Chapter 10.20
	⊠	Construction/erection of a building/structure without first obtaining a building permit in violation of the Yuba County Ordinance Code, Chapter 10.05
		Accumulation and storage of abandoned, wrecked, dismantled or inoperable vehicles, or parts thereof, in violation of the Yuba County Ordinance Code, Chapter 7.35
	⊠	Maintaining an environment for the propagation and harborage of vector and vermin by the accumulation and storage of junk, trash and debris in violation of the Yuba County Ordinance Code, Chapter 7.36
	\boxtimes	Grading without permits in violation of Yuba County Ordinance Code, Chapter 11.23
		Emplacement of sea/cargo container without permit in violation of Yuba County Ordinance Code, Chapter 10.05
	⊠	Hazardous electrical in violation of Yuba County Ordinance Code, Chapter 10.05

YOU ARE HEREBY ORDERED to abate the nuisance by removing the violations from the property on or before September 5, 2017, and prior to the date of the Administrative Hearing indicated below. You must contact Code Enforcement, whose phone number appears above, immediately to schedule an inspection to verify compliance. A hearing to appeal the determination of a public nuisance has been automatically set, and the mandatory appeal fee waived.

YOU ARE HEREBY ORDERED to appear before the Yuba County Board of Supervisors, at 915 8th Street, Marysville, CA, in the Board of Supervisors Chambers, on September 12, 2017 at the hour of 2:00P.M., or as soon thereafter as the matter may be heard. You will be given an opportunity to present testimony and submit evidence to show cause, if any there may be, why the subject property should not be considered a public nuisance and subject to abatement.

YOU ARE HEREBY ADVISED that an Administrative Penalty in the amount of <u>\$8,700.00</u> per day, pursuant to Yuba County Code § 7.40.550 will begin to accrue upon a decision of the Yuba County Board of Supervisors' that confirms a public nuisance exists. The Administrative Penalty will continue to accrue until the violations of the Yuba County Ordinance Code have been confirmed removed by the Code Enforcement Division.

If you choose to self-abate the alleged nuisance and compliance has been verified by Yuba County Code Enforcement prior to the hearing set before the Yuba County Board of Supervisors, the hearing may be cancelled and you may not have to appear. Staff time associated with bringing the matter to hearing will not be billed to you.

If you fail to appear at the Administrative Hearing at the time and date provided above, the Hearing will be held in your absence before the Yuba County Board of Supervisors. Failure to appear at the Administrative Hearing constitutes a waiver of all rights to assert any defense, rights, or other relevant points in regards to the alleged public nuisance.

If after the hearing, a public nuisance is found to exist, you shall abate said violations as so ordered by the Yuba County Board of Supervisors. If you fail to comply with the Orders of the Board of Supervisors, the County will abate the nuisance. If the County abates the nuisance, you will be responsible for the actual costs of the abatement, and the Administrative Penalties, if any, which shall be paid within thirty (30) days from the date of the demand for payment. The "cost of abating a violation" shall include, but not be limited to, all "enforcement costs", the county's attorneys' fees, the cost of the administrative hearing, the cost of prior time and expenses associated with bringing the matter to hearing, the cost associated with any appeals from the decision of the administrative hearing, the cost of judicially abating the violation, the cost of labor and material necessary to physically abate the violation, and the cost of securing expert and other witnesses.

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

BE ADVISED: If the subject property is found to be in violation of any or all of the provisions stated above, the County will contend that you are bound by such finding at any subsequent and relative judicial action.

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

□ PERSONAL SERVICE

☐ CERTIFIED MAIL 7017 1070 0000 5908 9815 7017 0530 0001 1825 5175

DATED: September 1, 2017

Tracie Clark

Code Enforcement Officer

ENCL: Excerpts Yuba County Ordinance Code 7.40, Billing #819

CC: Lindi S Spiers, Trustee

Nicholas & Lindi Spiers Revocable Trust

P.O. Box 66

Oregon House, CA 95962



County of Yuba Code Enforcement Division

Code Enforcement Division 915 8th Street, Suite 123 Marysville, CA 95901

Phone: 530.749.5455

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DATE	INVOICE #
9/1/2017	819

BILL TO:

PROPERTY OWNERS: NICKULAS A & CYNTHIA B MAGLARAS TENANT/CULTIVATORS: NICK MAEHLHAUSEN NANCY OLIVRE

CASE INFORMATION

NUMBER: MMJ17-0121 OFFICER: T. CLARK APN: 048-120-022

9820 RICES TEXAS HILL RD, OREGON HOUSE CERT # 7017 1070 0000 5908 9815 & 5175

Net 30 10/1/2017

DUE DATE

TERMS

SERVICE DATE	DESCRIPTION OF CHARGES	RATE	HOURS	AMOUNT
8/3/2017 8/29/2017 8/30/2017 9/1/2017 9/1/2017 9/1/2017	Received Complaint, Opened Case Research Property Warrant Prep for Inspection Warrant, Signing by Judge Inspection, 2 Officers @ .75 hr Notice & Order to Abate CDSA Support Fees (6%)	147.00 147.00 147.00 147.00 1,470.00 1,49.94	0.5 1 3 1 1.5	73.50 147.00 441.00 147.00 220.50 1,470.00 149.94
		ED ADOVE		

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

Total \$2,648.94

5 - 30 DAYS PAST DUE = 25%

31 + DAYS PAST DUE = 50%

The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Kevin Mallen

SUBJECT: Administrative Appeal Hearing - Hold appeal hearing to determine public nuisance

for property located at 13819 McMenamin Way, Oregon House, CA 95962; APN: 048-150-007; Property Owner: Ryan W Smeeding. (Community Development and

Services Agency) (Ten minute estimate) (Roll Call Vote)

DATE: September 12, 2017

NUMBER: 428/2017

Recommendation:

Receive evidence and testimony regarding the subject property, and make findings and orders consistent with staff's recommendation.

Background:

On, or about, August 3, 2017, Yuba County Code Enforcement received a citizen complaint of illegal marijuana cultivation activities within the Dobbins and Oregon House community. An investigation of the area led staff to seek judicial Inspection Warrants for properties believed to have illegal marijuana cultivation activities occurring on their property.

Discussion:

The attached Notice and Order to Abate Public Nuisance and Order to Appear enumerates violations of the Yuba County Ordinance Code discovered at the subject property during an inspection pursuant to a judicial Inspection Warrant.

Committee Action:

No Committee action is necessary; Public Nuisance Appeal Hearing.

Fiscal Impact:

 $\begin{array}{l} \mbox{General Fund} - \mbox{None} \\ \mbox{Source of Funds} - \mbox{Hearing is covered by } 3500 \mbox{ annual budget} \end{array}$

Attachments:

428/2017 Notice and Order to Abate Public Nuisance



The County Of Yuba

Community Development & Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616



<u>Suite 123, Marysville, Cali</u>

NOTICE AND ORDER TO ABATE PUBLIC NUISANCE AND ADMINISTRATIVE ORDER TO APPEAR MMJ17-0126

CULTIVATOR	PROPERTY OWNER
ADDRESS	ADDRESS
UNKNOWN	RYAN W SMEEDING
	P O BOX 875
	GIRDWOOD, AK 99587

13819 MCMENAMIN WAY OREGON HOUSE, CA 95962

APN: 048-150-007

VIOLATION ADDRESS:

PLEASE TAKE NOTICE: that the use and condition of the subject property has been determined by Yuba County Code Enforcement to violate the Yuba County Ordinance Code and is therefore declared a public nuisance. The conditions that create a public nuisance on said property are as follows:

Yuba County Ordinance Code § 7.40.400(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

\boxtimes	Outdoor cultivation 7.40.300A - PROHIBITED
\boxtimes	Cultivation of more than 6 plants 7.40.300B NUMBER OF PLANTS:
\boxtimes	Water source/discharges 7.40.310B
\boxtimes	Cultivation environment; health, safety, welfare; dust, odor, traffic, chemicals 7.40.300C
\boxtimes	Lack of dwelling 7.40.310
\boxtimes	Unpermitted accessory structure 7.40.320A1
	Accessory structure w/in setback 7.40.320A2

	Ø	Use of extension cord(s) 7.40.320A3
		Lack of mechanical filtration system 7.40.320A4
		Lack of adequate fence around accessory structure (height; security) 7.40.330
⊠		County Ordinance Code § 7.40.400(B) The cultivation of marijuana on a parcel that not have an occupied, legally established Dwelling.
		County Ordinance Code § 7.40.400(C) Marijuana plants in public view as defined in n 7.40.200 of this Chapter.
⊠	exceed	County Ordinance Code § 7.40.400(D) The cultivation of marijuana in a manner that ds 6 plants lants:39
⊠	the mo produ	County Ordinance Code § 7.40.400(E) The improper use, storage and/or disposal (per anufactures' instruction and/or any law that governs same) of chemicals, fertilizers, gas cts (CO2, butane, etc.) or any other products or equipment associated with the attion of marijuana.
⊠	any pi	County Ordinance Code § 7.40.400(F) Any violation of any Ordinance or State law or ablic nuisance defined or known at common law or in equity jurisprudence, including but nited to the following violations:
	⊠	Conducting activities on a site which are not permitted uses in the established zone as identified in the Yuba County Ordinance Code, Title XI – Development Code, including utilizing accessory uses without first establishing a primary use
		Emplacement and occupancy of a recreational vehicle as a place of human habitation in violation of the Yuba County Ordinance Code, Chapter 10.20
	\boxtimes	Construction/erection of a building/structure without first obtaining a building permit in violation of the Yuba County Ordinance Code, Chapter 10.05
		Accumulation and storage of abandoned, wrecked, dismantled or inoperable vehicles, or parts thereof, in violation of the Yuba County Ordinance Code, Chapter 7.35
	⊠	Maintaining an environment for the propagation and harborage of vector and vermin by the accumulation and storage of junk, trash and debris in violation of the Yuba County Ordinance Code, Chapter 7.36
	\boxtimes	Discharging sewage to ground surface in violation of Yuba County Ordinance Code, Chapter 7.07

YOU ARE HEREBY ORDERED to abate the nuisance by removing the violations from the property on or before September 5, 2017, and prior to the date of the Administrative Hearing indicated below. You must contact Code Enforcement, whose phone number appears above, immediately to schedule an inspection to verify compliance. A hearing to appeal the determination of a public nuisance has been automatically set, and the mandatory appeal fee waived.

YOU ARE HEREBY ORDERED to appear before the Yuba County Board of Supervisors, at 915 8th Street, Marysville, CA, in the Board of Supervisors Chambers, on September 12, 2017 at the hour of 2:00P.M., or as soon thereafter as the matter may be heard. You will be given an opportunity to present testimony and submit evidence to show cause, if any there may be, why the subject property should not be considered a public nuisance and subject to abatement.

YOU ARE HEREBY ADVISED that an Administrative Penalty in the amount of \$5,600.00 per day, pursuant to Yuba County Code § 7.40.550 will begin to accrue upon a decision of the Yuba County Board of Supervisors' that confirms a public nuisance exists. The Administrative Penalty will continue to accrue until the violations of the Yuba County Ordinance Code have been confirmed removed by the Code Enforcement Division.

If you choose to self-abate the alleged nuisance and compliance has been verified by Yuba County Code Enforcement prior to the hearing set before the Yuba County Board of Supervisors, the hearing may be cancelled and you may not have to appear. Staff time associated with bringing the matter to hearing will not be billed to you.

If you fail to appear at the Administrative Hearing at the time and date provided above, the Hearing will be held in your absence before the Yuba County Board of Supervisors. Failure to appear at the Administrative Hearing constitutes a waiver of all rights to assert any defense, rights, or other relevant points in regards to the alleged public nuisance.

If after the hearing, a public nuisance is found to exist, you shall abate said violations as so ordered by the Yuba County Board of Supervisors. If you fail to comply with the Orders of the Board of Supervisors, the County will abate the nuisance. If the County abates the nuisance, you will be responsible for the actual costs of the abatement, and the Administrative Penalties, if any, which shall be paid within thirty (30) days from the date of the demand for payment. The "cost of abating a violation" shall include, but not be limited to, all "enforcement costs", the county's attorneys' fees, the cost of the administrative hearing, the cost of prior time and expenses associated with bringing the matter to hearing, the cost associated with any appeals from the decision of the administrative hearing, the cost of judicially abating the violation, the cost of labor and material necessary to physically abate the violation, and the cost of securing expert and other witnesses.

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

BE ADVISED: If the subject property is found to be in violation of any or all of the provisions stated above, the County will contend that you are bound by such finding at any subsequent and relative judicial action.

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

図 POSTED PROPERTY

□ PERSONAL SERVICE

☐ CERTIFIED MAIL 7017 0530 0001 1825 5137

DATED: August 31, 2017

Tracie Clark

Code Enforcement Officer

ENCL: Excerpts Yuba County Ordinance Code 7.40 Billing *816



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

Phone: 530.749.5455

Billing Statement

DATE	INVOICE#
9/1/2017	816

BILL TO: RYAN W SMEEDING P O BOX 875 GIRDWOOD, AK 99587

CASE INFORMATION

NUMBER: MMJ17-0126 OFFICER: T. CLARK APN: 048-150-007

13819 MCMENAMIN WAY, OREGON HOUSE

CERT # 7017 0530 0001 1825 5137

TERMS DUE DATE Net 30 10/1/2017

SERVICE DATE	DESCRIPTION OF CHARGES	RATE	HOURS	AMOUNT
8/3/2017 8/29/2017 8/30/2017 8/30/2017 8/31/2017 8/31/2017 9/1/2017	Received Complaint, Opened Case Research Property Warrant Prep for Inspection Warrant, Signing by Judge Inspection, 3 Officers @ 0.5 hr Notice & Order to Abate CDSA Support Fees (6%)	RATE 147.00 147.00 147.00 147.00 147.00 1,470.00 1,49.94	0.5 1 3 1 1.5	73.50 147.00 441.00 147.00 220.50 1,470.00 149.94

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

Total \$2,648.94

5 - 30 DAYS PAST DUE = 25%

31 + DAYS PAST DUE = 50%

The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Kevin Mallen

SUBJECT: Administrative Appeal Hearing - Hold appeal hearing to determine public nuisance

for property located at 13791 McMenamin Way, Oregon House, CA 95962; APN: 048-150-008; Property Owners: John P. and Rhonda L. Moulliet. (Community Development and Services Agency) (Ten minute estimate) (Roll Call Vote)

DATE: September 12, 2017

NUMBER: 429/2017

Recommendation:

Receive evidence and testimony regarding the subject property, and make findings and orders consistent with staff's recommendation.

Background:

On, or about, August 3, 2017, Yuba County Code Enforcement received a citizen complaint of illegal marijuana cultivation activities within the Dobbins and Oregon House community. An investigation of the area led staff to seek judicial Inspection Warrants for properties believed to have illegal marijuana cultivation activities occurring on their property.

Discussion:

The attached Notice and Order to Abate Public Nuisance and Order to Appear enumerates violations of the Yuba County Ordinance Code discovered at the subject property during an inspection pursuant to a judicial Inspection Warrant.

Committee Action:

No Committee action is necessary; Public Nuisance Appeal Hearing.

Fiscal Impact:

 $\begin{array}{l} \mbox{General Fund} - \mbox{None} \\ \mbox{Source of Funds} - \mbox{Hearing is covered by } 3500 \mbox{ annual budget} \end{array}$

Attachments:

429/2017 Notice and Order to Abate Public Nuisance



The County Of Yuba

Community Development & Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616

<u>, Marysville, C</u>



NOTICE AND ORDER TO ABATE PUBLIC NUISANCE AND ADMINISTRATIVE ORDER TO APPEAR MMJ17-0127

CULTIVATOR	PROPERTY OWNER
ADDRESS	ADDRESS
JOHN MOULLIET	JOHN P & RHONDA L MOULLIET
13791 MCMENAMIN WAY	276 FLEMING ROAD
OREGON HOUSE, CA 95962	CINCINNATI, OH 45215
P.O. BOX 383	
DOBBINS, CA 95935	

VIOLATION ADDRESS:	13791 MCMENAMIN WAY OREGON HOUSE, CA 95962
APN:	048-150-008

PLEASE TAKE NOTICE: that the use and condition of the subject property has been determined by Yuba County Code Enforcement to violate the Yuba County Ordinance Code and is therefore declared a public nuisance. The conditions that create a public nuisance on said property are as follows:

Yuba County Ordinance Code § 7.40.400(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

	Outdoor cultivation 7.40.300A - PROHIBITED
	Cultivation of more than 6 plants 7.40.300B NUMBER OF PLANTS: 20
	Water source/discharges 7.40.310B
	Cultivation environment; health, safety, welfare; dust, odor, traffic, chemicals 7.40.300C
	Lack of dwelling 7.40.310
⊠	Unpermitted accessory structure 7.40.320A1

	Accessory structure w/in setback 7.40.320A2		
\boxtimes	Use of extension cord(s) 7.40.320A3		
	Lack of mechanical filtration system 7.40.320A4		
	Lack of adequate fence around accessory structure (height; security) 7.40.330		
	Yuba County Ordinance Code § 7.40.400(B) The cultivation of marijuana on a parcel that loes not have an occupied, legally established Dwelling.		
F-7	Tuba County Ordinance Code § 7.40.400(C) Marijuana plants in public view as defined in dection 7.40.200 of this Chapter.		
\boxtimes e.	Tuba County Ordinance Code § 7.40.400(D) The cultivation of marijuana in a manner that exceeds 6 plants of plants:20		
$\boxtimes \frac{th}{p}$	Tuba County Ordinance Code § 7.40.400(E) The improper use, storage and/or disposal (per the manufactures' instruction and/or any law that governs same) of chemicals, fertilizers, gas roducts (CO2, butane, etc.) or any other products or equipment associated with the fultivation of marijuana.		
Yuba County Ordinance Code § 7.40.400(F) Any violation of any Ordinance or State law or any public nuisance defined or known at common law or in equity jurisprudence, including but not limited to the following violations:			
	Conducting activities on a site which are not permitted uses in the established zone as identified in the Yuba County Ordinance Code, Title XI – Development Code, including utilizing accessory uses without first establishing a primary use		
	Emplacement and occupancy of a recreational vehicle as a place of human habitation in violation of the Yuba County Ordinance Code, Chapter 10.20		
⊠	Construction/erection of a building/structure without first obtaining a building permit in violation of the Yuba County Ordinance Code, Chapter 10.05		
	Accumulation and storage of abandoned, wrecked, dismantled or inoperable vehicles, or parts thereof, in violation of the Yuba County Ordinance Code, Chapter 7.35		
	Maintaining an environment for the propagation and harborage of vector and vermin by the accumulation and storage of junk, trash and debris in violation of the Yuba County Ordinance Code, Chapter 7.36		

YOU ARE HEREBY ORDERED to abate the nuisance by removing the violations from the property on or before September 5, 2017, and prior to the date of the Administrative Hearing indicated below. You must contact Code Enforcement, whose phone number appears above, immediately to schedule an inspection to verify compliance. A hearing to appeal the determination of a public nuisance has been automatically set, and the mandatory appeal fee waived.

YOU ARE HEREBY ORDERED to appear before the Yuba County Board of Supervisors, at 915 8th Street, Marysville, CA, in the Board of Supervisors Chambers, on September 12, 2017 at the hour of 2:00P.M., or as soon thereafter as the matter may be heard. You will be given an opportunity to present testimony and submit evidence to show cause, if any there may be, why the subject property should not be considered a public nuisance and subject to abatement.

YOU ARE HEREBY ADVISED that an Administrative Penalty in the amount of \$2,600.00 per day, pursuant to Yuba County Code § 7.40.550 will begin to accrue upon a decision of the Yuba County Board of Supervisors' that confirms a public nuisance exists. The Administrative Penalty will continue to accrue until the violations of the Yuba County Ordinance Code have been confirmed removed by the Code Enforcement Division.

If you choose to self-abate the alleged nuisance and compliance has been verified by Yuba County Code Enforcement prior to the hearing set before the Yuba County Board of Supervisors, the hearing may be cancelled and you may not have to appear. Staff time associated with bringing the matter to hearing will not be billed to you.

If you fail to appear at the Administrative Hearing at the time and date provided above, the Hearing will be held in your absence before the Yuba County Board of Supervisors. Failure to appear at the Administrative Hearing constitutes a waiver of all rights to assert any defense, rights, or other relevant points in regards to the alleged public nuisance.

If after the hearing, a public nuisance is found to exist, you shall abate said violations as so ordered by the Yuba County Board of Supervisors. If you fail to comply with the Orders of the Board of Supervisors, the County will abate the nuisance. If the County abates the nuisance, you will be responsible for the actual costs of the abatement, and the Administrative Penalties, if any, which shall be paid within thirty (30) days from the date of the demand for payment. The "cost of abating a violation" shall include, but not be limited to, all "enforcement costs", the county's attorneys' fees, the cost of the administrative hearing, the cost of prior time and expenses associated with bringing the matter to hearing, the cost associated with any appeals from the decision of the administrative hearing, the cost of judicially abating the violation, the cost of labor and material necessary to physically abate the violation, and the cost of securing expert and other witnesses.

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

BE ADVISED: If the subject property is found to be in violation of any or all of the provisions stated above, the County will contend that you are bound by such finding at any subsequent and relative judicial action.

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

☑ PERSONAL SERVICE John Moulliet (8/31/17)

□ CERTIFIED MAIL 7017 1070 0000 5908 9785

DATED: August 31, 2017

Chris Monaco

BY.

Code Enforcement Officer

ENCL: Excerpts Yuba County Ordinance Code 7.40, Billing Statement # 811



Billing Statement

DATE	INVOICE #
9/1/2017	811

BILL TO:

JOHN P & RHONDA L MOULLIET 276 FLEMING ROAD CINCINNATI, OH 45215

CASE INFORMATION

NUMBER: MMJ17-0127 OFFICER: C. MONACO APN: 048-150-008

13791 MCMENAMIN WAY, OREGON HOUSE

CERT# 7017 1070 0000 5908 9785

TERMS DUE DATE

Net 30 10/1/2017

SERVICE DATE	DESCRIPTION OF CHARGES	RATE	HOURS	AMOUNT
8/3/2017 8/29/2017 8/29/2017 8/30/2017 8/31/2017 9/1/2017	Received Complaint, Opened Case Research Property Warrant Prep for Inspection Warrant, Signing by Judge Inspection, 3 Officers @ 0.5 hr Notice & Order to Abate CDSA Support Fees (6%)	147.00 147.00 147.00 147.00 147.00 1,470.00 149.94	0.5 1 3 1 1.5	73.50 147.00 441.00 147.00 220.50 1,470.00 149.94

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

Total \$2,648.94

5 - 30 DAYS PAST DUE = 25%

31 + DAYS PAST DUE = 50%

The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Kevin Mallen

SUBJECT: Administrative Appeal Hearing - Hold appeal hearing to determine public nuisance

for property located at 10447/10453 Texas Hill Road, Dobbins, CA 95935; APN: 048-160-014; Property Owners: Hussam Al-Azzeh and Robin Dodson. (Community

Development and Services Agency) (Ten minute estimate) (Roll Call Vote)

DATE: September 12, 2017

NUMBER: 430/2017

Recommendation:

Receive evidence and testimony regarding the subject property, and make findings and orders consistent with staff's recommendation.

Background:

On, or about, August 3, 2017, Yuba County Code Enforcement received a citizen complaint of illegal marijuana cultivation activities within the Dobbins and Oregon House community. An investigation of the area led staff to seek judicial Inspection Warrants for properties believed to have illegal marijuana cultivation activities occurring on their property.

Discussion:

The attached Notice and Order to Abate Public Nuisance and Order to Appear enumerates violations of the Yuba County Ordinance Code discovered at the subject property during an inspection pursuant to a judicial Inspection Warrant.

Committee Action:

No Committee action is necessary; Public Nuisance Appeal Hearing.

Fiscal Impact:

 $\begin{array}{l} \mbox{General Fund} - \mbox{None} \\ \mbox{Source of Funds} - \mbox{Hearing is covered by } 3500 \mbox{ annual budget} \end{array}$

Attachments:

430/2017 Notice and Order to Abate Public Nuisance



The County Of Yuba

Community Development & Services Agency

CODE ENFORCEMENT

Suite 123, Marysville, Cal

Telephone: (530) 749-5455

Fax: (530) 749-5616



NOTICE AND ORDER TO ABATE PUBLIC NUISANCE AND ADMINISTRATIVE ORDER TO APPEAR

MMJ17-0128

CULTIVATOR ADDRESS	PROPERTY OWNER ADDRESS
STEVEN NORBY & ROBIN DODSON	HUSSAM AL-AZZEH & ROBIN DODSON
10447 TEXAS HILL ROAD DOBBINS, CA 95935	447 HAIGHT STREET SAN FRANCISCO, CA 94117

10447/10453 TEXAS HILL ROAD

VIOLATION ADDRESS: DOBBINS, CA 95935

APN: 048-160-014

PLEASE TAKE NOTICE: that the use and condition of the subject property has been determined by Yuba County Code Enforcement to violate the Yuba County Ordinance Code and is therefore declared a public nuisance. The conditions that create a public nuisance on said property are as follows:

Yuba County Ordinance Code § 7.40.400(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

\boxtimes	Outdoor cultivation 7.40.300A - PROHIBITED		
\boxtimes	Cultivation of more than 6 plants 7.40.300B NUMBER OF PLANTS: 436		
	Water source/discharges 7.40.310B		
⊠	Cultivation environment; health, safety, welfare; dust, odor, traffic, chemicals 7.40.300C		
	Lack of dwelling 7.40.310		
	Unpermitted accessory structure 7.40.320A1		
	Accessory structure w/in setback 7.40.320A2		

	_			
	⊠	Use of extension cord(s) 7.40.320A3		
	⊠	Lack of mechanical filtration system 7.40.320A4		
		Lack of adequate fence around accessory structure (height; security) 7.40.330		
		County Ordinance Code § 7.40.400(B) The cultivation of marijuana on a parcel that not have an occupied, legally established Dwelling.		
⊠		County Ordinance Code § 7.40.400(C) Marijuana plants in public view as defined in 7.40.200 of this Chapter.		
×		County Ordinance Code § 7.40.400(D) The cultivation of marijuana in a manner that ds 6 plants lants:436		
×	the mo produ	County Ordinance Code § 7.40.400(E) The improper use, storage and/or disposal (per anufactures' instruction and/or any law that governs same) of chemicals, fertilizers, gas cts (CO2, butane, etc.) or any other products or equipment associated with the attion of marijuana.		
×	Yuba County Ordinance Code § 7.40.400(F) Any violation of any Ordinance or State law or			
		Conducting activities on a site which are not permitted uses in the established zone as identified in the Yuba County Ordinance Code, Title XI – Development Code, including utilizing accessory uses without first establishing a primary use		
		Emplacement and occupancy of a recreational vehicle as a place of human habitation in violation of the Yuba County Ordinance Code, Chapter 10.20		
	Ø	Construction/erection of a building/structure without first obtaining a building permit in violation of the Yuba County Ordinance Code, Chapter 10.05		
		Accumulation and storage of abandoned, wrecked, dismantled or inoperable vehicles, or parts thereof, in violation of the Yuba County Ordinance Code, Chapter 7.35		
		Maintaining an environment for the propagation and harborage of vector and vermin by the accumulation and storage of junk, trash and debris in violation of the Yuba County Ordinance Code, Chapter 7.36		
		Emplacement of cargo/sea container without permit, in violation of the Yuba County Ordinance Code, Chapter 10.05		

YOU ARE HEREBY ORDERED to abate the nuisance by removing the violations from the property on or before September 5, 2017, and prior to the date of the Administrative Hearing indicated below. You must contact Code Enforcement, whose phone number appears above, immediately to schedule an inspection to verify compliance. A hearing to appeal the determination of a public nuisance has been automatically set, and the mandatory appeal fee waived.

YOU ARE HEREBY ORDERED to appear before the Yuba County Board of Supervisors, at 915 8th Street, Marysville, CA, in the Board of Supervisors Chambers, on September 12, 2017 at the hour of 2:00P.M., or as soon thereafter as the matter may be heard. You will be given an opportunity to present testimony and submit evidence to show cause, if any there may be, why the subject property should not be considered a public nuisance and subject to abatement.

YOU ARE HEREBY ADVISED that an Administrative Penalty in the amount of <u>\$45,000.00</u> per day, pursuant to Yuba County Code § 7.40.550 will begin to accrue upon a decision of the Yuba County Board of Supervisors' that confirms a public nuisance exists. The Administrative Penalty will continue to accrue until the violations of the Yuba County Ordinance Code have been confirmed removed by the Code Enforcement Division.

If you choose to self-abate the alleged nuisance and compliance has been verified by Yuba County Code Enforcement prior to the hearing set before the Yuba County Board of Supervisors, the hearing may be cancelled and you may not have to appear. Staff time associated with bringing the matter to hearing will not be billed to you.

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If after the hearing, a public nuisance is found to exist, you shall abate said violations as so ordered by the Yuba County Board of Supervisors. If you fail to comply with the Orders of the Board of Supervisors, the County will abate the nuisance. If the County abates the nuisance, you will be responsible for the actual costs of the abatement, and the Administrative Penalties, if any, which shall be paid within thirty (30) days from the date of the demand for payment. The "cost of abating a violation" shall include, but not be limited to, all "enforcement costs", the county's attorneys' fees, the cost of the administrative hearing, the cost of prior time and expenses associated with bringing the matter to hearing, the cost associated with any appeals from the decision of the administrative hearing, the cost of judicially abating the violation, the cost of labor and material necessary to physically abate the violation, and the cost of securing expert and other witnesses.

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

BE ADVISED: If the subject property is found to be in violation of any or all of the provisions stated above, the County will contend that you are bound by such finding at any subsequent and relative judicial action.

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

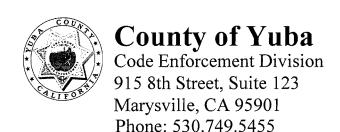
- ☑ PERSONAL SERVICE Steven Norby (8-31-17)
- ☐ CERTIFIED MAIL 7017 1070 0000 5908 9754 7017 1070 0000 5908 9761

DATED: August 31, 2017

Tracie Clark

Code Enforcement Officer

ENCL: Excerpts Yuba County Ordinance Code 7.40, Billing Statement *809



Billing Statement

DATE	INVOICE#
9/1/2017	809

BILL TO:

Property Owners: Hussam Al-Azzeh & Robin Dodson Tenant/Cultivator: Steven Norby

CASE INFORMATION

Number: MMJ17-0128 Officer: T. Clark APN: 048-160-014

10447/10453 Texas Hill Rd, Dobbins Cert # 7017 1070 0000 5908 9754 & 9761 TERMS **DUE DATE**Net 30 **10/1/2017**

SERVICE DATE	DESCRIPTION OF CHARGES	RATE	HOURS	AMOUNT
8/3/2017 8/29/2017 8/30/2017 8/30/2017 8/31/2017 9/1/2017	Received Complaint, Opened Case Research Property Warrant Prep for Inspection Warrant, Signing by Judge Inspection, 5 Officers @ 1 hr Notice & Order to Abate CDSA Support Fees (6%)	147.00 147.00 147.00 147.00 147.00 1,470.00 180.81	0.5	73.50 147.00 441.00 147.00 735.00 1,470.00 180.81

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

Total \$3,194.31

5 - 30 DAYS PAST DUE = 25%

31 + DAYS PAST DUE = 50%

The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Kevin Mallen

SUBJECT: Administrative Appeal Hearing - Hold appeal hearing to determine public nuisance

for property located at 10441 Texas Hill Road, Dobbins, CA 95935; APN: 048-160-

042; Property Owner: Jed Kenniston. (Community Development and Services

Agency) (Ten minute estimate) (Roll Call Vote)

DATE: September 12, 2017

NUMBER: 431/2017

Recommendation:

Receive evidence and testimony regarding the subject property, and make findings and orders consistent with staff's recommendation.

Background:

On, or about, August 3, 2017, Yuba County Code Enforcement received a citizen complaint of illegal marijuana cultivation activities within the Dobbins and Oregon House community. An investigation of the area led staff to seek judicial Inspection Warrants for properties believed to have illegal marijuana cultivation activities occurring on their property.

Discussion:

The attached Notice and Order to Abate Public Nuisance and Order to Appear enumerates violations of the Yuba County Ordinance Code discovered at the subject property during an inspection pursuant to a judicial Inspection Warrant.

Committee Action:

No Committee action is necessary; Public Nuisance Appeal Hearing.

Fiscal Impact:

 $\begin{array}{l} \mbox{General Fund} - \mbox{None} \\ \mbox{Source of Funds} - \mbox{Hearing is covered by } 3500 \mbox{ annual budget} \end{array}$

Attachments:

431/2017 Notice and Order to Abate Public Nuisance



APN:

The County Of Yuba

Community Development & Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616



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

NOTICE AND ORDER TO ABATE PUBLIC NUISANCE AND ADMINISTRATIVE ORDER TO APPEAR MMJ17-0130

CULTIVATOR		PROPERTY OWNER
ADDRESS		ADDRESS
SAME		JED KENNISTON
		161 EL RITERO SONOMA, CA 95476
10441 TEXAS HILL ROAD VIOLATION ADDRESS: DOBBINS, CA 95935		

PLEASE TAKE NOTICE: that the use and condition of the subject property has been determined by Yuba County Code Enforcement to violate the Yuba County Ordinance Code and is therefore declared a public nuisance. The conditions that create a public nuisance on said property are as follows:

048-160-042

Yuba County Ordinance Code § 7.40.400(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

\boxtimes	Outdoor cultivation 7.40.300A - PROHIBITED	
\boxtimes	Cultivation of more than 6 plants 7.40.300B NUMBER OF PLANTS: 88	
	Water source/discharges 7.40.310B	
\boxtimes	Cultivation environment; health, safety, welfare; dust, odor, traffic, chemicals 7.40.300C	
\boxtimes	Lack of dwelling 7.40.310	
	Unpermitted accessory structure 7.40.320A1	
	Accessory structure w/in setback 7.40.320A2	

	_ ⊴	Use of extension cord(s) 7.40.320A3		
	_	Lack of mechanical filtration system 7.40.320A4		
	_	Lack of adequate fence around accessory structure (height; security) 7.40.330		
⊠	Yuba	County Ordinance Code § 7.40.400(B) The cultivation of marijuana on a parcel that of have an occupied, legally established Dwelling.		
		County Ordinance Code § 7.40.400(C) Marijuana plants in public view as defined in 7.40.200 of this Chapter.		
\boxtimes		County Ordinance Code § 7.40.400(D) The cultivation of marijuana in a manner that is 6 plants [State of the content of the cultivation of the cul		
⊠	Yuba County Ordinance Code § 7.40.400(E) The improper use, storage and/or disposal (per			
⊠	not limited to the following violations:			
	⊠	Conducting activities on a site which are not permitted uses in the established zone as identified in the Yuba County Ordinance Code, Title XI – Development Code, including utilizing accessory uses without first establishing a primary use		
	×	Emplacement and occupancy of a recreational vehicle as a place of human habitation in violation of the Yuba County Ordinance Code, Chapter 10.20		
	⊠	Construction/erection of a building/structure without first obtaining a building permit in violation of the Yuba County Ordinance Code, Chapter 10.05		
		Accumulation and storage of abandoned, wrecked, dismantled or inoperable vehicles, or parts thereof, in violation of the Yuba County Ordinance Code, Chapter 7.35		
		Maintaining an environment for the propagation and harborage of vector and vermin by the accumulation and storage of junk, trash and debris in violation of the Yuba County Ordinance Code, Chapter 7.36		
	⊠	Occupancy of a barn in violation of the Yuba County Ordinance Code, Chapter 10.05		

YOU ARE HEREBY ORDERED to abate the nuisance by removing the violations from the property on or before September 5, 2017, and prior to the date of the Administrative Hearing indicated below. You must contact Code Enforcement, whose phone number appears above, immediately to schedule an inspection to verify compliance. A hearing to appeal the determination of a public nuisance has been automatically set, and the mandatory appeal fee waived.

YOU ARE HEREBY ORDERED to appear before the Yuba County Board of Supervisors, at 915 8th Street, Marysville, CA, in the Board of Supervisors Chambers, on September 12, 2017 at the hour of 2:00P.M., or as soon thereafter as the matter may be heard. You will be given an opportunity to present testimony and submit evidence to show cause, if any there may be, why the subject property should not be considered a public nuisance and subject to abatement.

YOU ARE HEREBY ADVISED that an Administrative Penalty in the amount of \$19,800.00 per day, pursuant to Yuba County Code § 7.40.550 will begin to accrue upon a decision of the Yuba County Board of Supervisors' that confirms a public nuisance exists. The Administrative Penalty will continue to accrue until the violations of the Yuba County Ordinance Code have been confirmed removed by the Code Enforcement Division.

If you choose to self-abate the alleged nuisance and compliance has been verified by Yuba County Code Enforcement prior to the hearing set before the Yuba County Board of Supervisors, the hearing may be cancelled and you may not have to appear. Staff time associated with bringing the matter to hearing will not be billed to you.

If you fail to appear at the Administrative Hearing at the time and date provided above, the Hearing will be held in your absence before the Yuba County Board of Supervisors. Failure to appear at the Administrative Hearing constitutes a waiver of all rights to assert any defense, rights, or other relevant points in regards to the alleged public nuisance.

If after the hearing, a public nuisance is found to exist, you shall abate said violations as so ordered by the Yuba County Board of Supervisors. If you fail to comply with the Orders of the Board of Supervisors, the County will abate the nuisance. If the County abates the nuisance, you will be responsible for the actual costs of the abatement, and the Administrative Penalties, if any, which shall be paid within thirty (30) days from the date of the demand for payment. The "cost of abating a violation" shall include, but not be limited to, all "enforcement costs", the county's attorneys' fees, the cost of the administrative hearing, the cost of prior time and expenses associated with bringing the matter to hearing, the cost associated with any appeals from the decision of the administrative hearing, the cost of judicially abating the violation, the cost of labor and material necessary to physically abate the violation, and the cost of securing expert and other witnesses.

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

BE ADVISED: If the subject property is found to be in violation of any or all of the provisions stated above, the County will contend that you are bound by such finding at any subsequent and relative judicial action.

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

□ PERSONAL SERVICE

☑ CERTIFIED MAIL

7017 1070 0000 5908 9747

DATED: August 31, 2017

Chris Monaco

Code Enforcement Officer

ENCL: Excerpts Yuba County Ordinance Code 7.40, Billing # 808



Billing Statement

DATE	INVOICE#
9/1/2017	808

BILL TO: Jed Kenniston 161 El Ritero Sonoma, CA 95476

CASE INFORMATION

Number: MMJ17-0130 Officer: C. Monaco APN: 048-160-042

10441 Texas Hill Road, Dobbins Cert # 7017 1070 0000 5908 9747 TERMS DUE DATE

Net 30 10/1/2017

SERVICE DATE DESCRIPTION OF CHARGES RATE HOURS 8/3/2017 Received Complaint, Opened Case 147.00 Research Property 147.00	AMOUNT
8/30/2017 Warrant Prep for Inspection 147.00 8/30/2017 Warrant, Signing by Judge 147.00 8/31/2017 Inspection, 6 Officers @ .5 hr 147.00 8/31/2017 Notice & Order to Abate 1,470.00 9/1/2017 CDSA Support Fees (6%) 163.17	73.50 1 147.00 3 441.00 1 147.00 3 441.00 1,470.00 163.17

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

Total \$2,882.67

5 - 30 DAYS PAST DUE = 25%

31 + DAYS PAST DUE = 50%

The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Kevin Mallen

SUBJECT: Administrative Appeal Hearing - Hold appeal hearing to determine public nuisance

for property located at Vacant Lot on Yuba Nevada Road, Dobbins, CA 95935; APN: 048-170-043; Property Owner: Joshua Patrick Murphy. (Community Development and Services Agency) (Ten minute estimate) (Roll Call Vote)

DATE: September 12, 2017

NUMBER: 432/2017

Recommendation:

Receive evidence and testimony regarding the subject property, and make findings and orders consistent with staff's recommendation.

Background:

On, or about, August 3, 2017, Yuba County Code Enforcement received a citizen complaint of illegal marijuana cultivation activities within the Dobbins and Oregon House community. An investigation of the area led staff to seek judicial Inspection Warrants for properties believed to have illegal marijuana cultivation activities occurring on their property.

Discussion:

The attached Notice and Order to Abate Public Nuisance and Order to Appear enumerates violations of the Yuba County Ordinance Code discovered at the subject property during an inspection pursuant to a judicial Inspection Warrant.

Committee Action:

No Committee action is necessary; Public Nuisance Appeal Hearing.

Fiscal Impact:

 $\begin{array}{l} \mbox{General Fund} - \mbox{None} \\ \mbox{Source of Funds} - \mbox{Hearing is covered by } 3500 \mbox{ annual budget} \end{array}$

Attachments:

432/2017 Notice and Order to Abate Public Nuisance



APN:

The County Of Yuba

Community Development & Services Agency

CODE ENFORCEMENT

Suite 123, Marysville, Cali

Telephone: (530) 749-5455

Fax: (530) 749-5616



NOTICE AND ORDER TO ABATE PUBLIC NUISANCE AND ADMINISTRATIVE ORDER TO APPEAR MMJ17-0134

CULTIVATOR ADDRESS	PROPERTY OWNER ADDRESS
JIM WILLIAM CUSTER	JOSHUA PATRICK MURPHY
PO BOX 355	12697 DOUGLAS WAY
ALDER POINT, CA 95511	MARYSVILLE, CA 95901

VACANT LOT ON YUBA NEVADA ROAD VIOLATION ADDRESS: DOBBINS, CA 95935 048-170-043

PLEASE TAKE NOTICE: that the use and condition of the subject property has been determined by Yuba County Code Enforcement to violate the Yuba County Ordinance Code and is therefore declared a public nuisance. The conditions that create a public nuisance on said property are as follows:

Yuba County Ordinance Code § 7.40.400(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

X	Outdoor cultivation 7.40.300A - PROHIBITED
X	Cultivation of more than 6 plants 7.40.300B NUMBER OF PLANTS: 134
X	Water source/discharges 7.40.310B
X	Cultivation environment; health, safety, welfare; dust, odor, traffic, chemicals 7.40.300C
X	Lack of dwelling 7.40.310
	Unpermitted accessory structure 7.40.320A1
	Accessory structure w/in setback 7.40.320A2

X	Use of extension cord(s) 7.40.320A3
	Lack of mechanical filtration system 7.40.320A4
	Lack of adequate fence around accessory structure (height; security) 7.40.330
X	Yuba County Ordinance Code § 7.40.400(B) The cultivation of marijuana on a parcel that does not have an occupied, legally established Dwelling.
	Yuba County Ordinance Code § 7.40.400(C) Marijuana plants in public view as defined in Section 7.40.200 of this Chapter.
X	Yuba County Ordinance Code § 7.40.400(D) The cultivation of marijuana in a manner that exceeds 6 plants # of plants:134
X	Yuba County Ordinance Code § 7.40.400(E) The improper use, storage and/or disposal (per the manufactures' instruction 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.
X	Yuba County Ordinance Code § 7.40.400(F) Any violation of any Ordinance or State law or any public nuisance defined or known at common law or in equity jurisprudence, including but not limited to the following violations:
X	Conducting activities on a site which are not permitted uses in the established zone as identified in the Yuba County Ordinance Code, Title XI – Development Code, including utilizing accessory uses without first establishing a primary use
X	Emplacement and occupancy of a recreational vehicle as a place of human habitation in violation of the Yuba County Ordinance Code, Chapter 10.20
	Construction/erection of a building/structure without first obtaining a building permit in violation of the Yuba County Ordinance Code, Chapter 10.05
	Accumulation and storage of abandoned, wrecked, dismantled or inoperable vehicles, or parts thereof, in violation of the Yuba County Ordinance Code, Chapter 7.35
X	Maintaining an environment for the propagation and harborage of vector and vermin by the accumulation and storage of junk, trash and debris in violation of the Yuba County Ordinance Code, Chapter 7.36
X	Discharge sewage to ground, in violation of the Yuba County Ordinance Code, Chapter 7.07

YOU ARE HEREBY ORDERED to abate the nuisance by removing the violations from the property on or before September 5, 2017, and prior to the date of the Administrative Hearing indicated below. You must contact Code Enforcement, whose phone number appears above, immediately to schedule an inspection to verify compliance. A hearing to appeal the determination of a public nuisance has been automatically set, and the mandatory appeal fee waived.

YOU ARE HEREBY ORDERED to appear before the Yuba County Board of Supervisors, at 915 8th Street, Marysville, CA, in the Board of Supervisors Chambers, on September 12, 2017 at the hour of 2:00P.M., or as soon thereafter as the matter may be heard. You will be given an opportunity to present testimony and submit evidence to show cause, if any there may be, why the subject property should not be considered a public nuisance and subject to abatement.

YOU ARE HEREBY ADVISED that an Administrative Penalty in the amount of <u>\$14,900.00</u> per day, pursuant to Yuba County Code § 7.40.550 will begin to accrue upon a decision of the Yuba County Board of Supervisors' that confirms a public nuisance exists. The Administrative Penalty will continue to accrue until the violations of the Yuba County Ordinance Code have been confirmed removed by the Code Enforcement Division.

If you choose to self-abate the alleged nuisance and compliance has been verified by Yuba County Code Enforcement prior to the hearing set before the Yuba County Board of Supervisors, the hearing may be cancelled and you may not have to appear. Staff time associated with bringing the matter to hearing will not be billed to you.

If you fail to appear at the Administrative Hearing at the time and date provided above, the Hearing will be held in your absence before the Yuba County Board of Supervisors. Failure to appear at the Administrative Hearing constitutes a waiver of all rights to assert any defense, rights, or other relevant points in regards to the alleged public nuisance.

If after the hearing, a public nuisance is found to exist, you shall abate said violations as so ordered by the Yuba County Board of Supervisors. If you fail to comply with the Orders of the Board of Supervisors, the County will abate the nuisance. If the County abates the nuisance, you will be responsible for the actual costs of the abatement, and the Administrative Penalties, if any, which shall be paid within thirty (30) days from the date of the demand for payment. The "cost of abating a violation" shall include, but not be limited to, all "enforcement costs", the county's attorneys' fees, the cost of the administrative hearing, the cost of prior time and expenses associated with bringing the matter to hearing, the cost associated with any appeals from the decision of the administrative hearing, the cost of judicially abating the violation, the cost of labor and material necessary to physically abate the violation, and the cost of securing expert and other witnesses.

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

BE ADVISED: If the subject property is found to be in violation of any or all of the provisions stated above, the County will contend that you are bound by such finding at any subsequent and relative judicial action.

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

X POSTED PROPERTY

X PERSONAL SERVICE JIM CUSTER (8/31/2017), JOSHUA MURPHY (9/1/2017)

☐ CERTIFIED MAIL

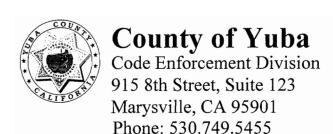
DATED: August 31, 2017

TRACIE CLARK

Code Enforcement Officer

ENCL: Excerpts Yuba County Ordinance Code 7.40, Billing Statement # 806

CC: JIM WILLIAM CUSTER, 4742 LAMBERT DR, SANTA ROSA, CA 95403



Billing Statement

DATE	INVOICE #
9/1/2017	806

BILL TO:

PROPERTY OWNER:
JOSHUA PATRICK MURPHY
TENANT/CULTIVATOR:
JIM WILLIAM CUSTER

CASE INFORMATION

NUMBER: MMJ17-0134 OFFICER: T. CLARK APN: 048-170-043

VACANT LOT, DOBBINS PERSONAL SERVICE

TERMS	DUE DATE
Net 30	10/1/2017

SERVICE DATE	DESCRIPTION OF CHARGES	RATE	HOURS	AMOUNT
8/3/2017 R 8/29/2017 R 8/30/2017 W 8/30/2017 W 8/31/2017 In 8/31/2017 N	Received Complaint, Opened Case Research Property Warrant Prep for Inspection Warrant, Signing by Judge nspection, 3 Officers @ .75hr Notice & Order to Abate CDSA Support Fees (6%)	147.00 147.00 147.00 147.00 147.00 1,470.00 156.56	0.5 1 3 1 2.25	73.50 147.00 441.00 147.00 330.75 1,470.00 156.56

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

Total \$2,765.81

5 - 30 DAYS PAST DUE = 25%

31 + DAYS PAST DUE = 50%

The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Kevin Mallen

SUBJECT: Administrative Appeal Hearing - Hold appeal hearing to determine public nuisance

for property located at vacant lot off of Yuba Nevada Road, Dobbins, CA 95935; APN: 048-170-045; Property Owner: Ofelia Gutierrez-Duarte, Trustee of the Ofelia Gutierrez-Duarte Trust. (Community Development and Services Agency) (Ten

minute estimate) (Roll Call Vote)

DATE: September 12, 2017

NUMBER: 433/2017

Recommendation:

Receive evidence and testimony regarding the subject property, and make findings and orders consistent with staff's recommendation.

Background:

On, or about, August 3, 2017, Yuba County Code Enforcement received a citizen complaint of illegal marijuana cultivation activities within the Dobbins and Oregon House community. An investigation of the area led staff to seek judicial Inspection Warrants for properties believed to have illegal marijuana cultivation activities occurring on their property.

Discussion:

The attached Notice and Order to Abate Public Nuisance and Order to Appear enumerates violations of the Yuba County Ordinance Code discovered at the subject property during an inspection pursuant to a judicial Inspection Warrant.

Committee Action:

No Committee action is necessary; Public Nuisance Appeal Hearing.

Fiscal Impact:

 $\begin{array}{l} \mbox{General Fund} - \mbox{None} \\ \mbox{Source of Funds} - \mbox{Hearing is covered by } 3500 \mbox{ annual budget} \end{array}$

Attachments:

433/2017 Notice and Order to Abate Public Nuisance



The County Of Yuba

Community Development & Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616

Marysville, Cali



NOTICE AND ORDER TO ABATE PUBLIC NUISANCE AND

ADMINISTRATIVE ORDER TO APPEAR MMJ17-0135

PROPERTY OWNER ADDRESS	CULTIVATOR(S) ADDRESS
GUTIERREZ-DUARTE, OFELIA (TRUSTEE) OF OFELIA GUTIERREZ-DUARTE TRUST	UNKNOWN
2216 HUNTINGTON POINT ROAD #33 CHULA VISTA, CA 91914	

VACANT LOT OFF OF YUBA NEVADA ROAD

VIOLATION ADDRESS: DOBBINS, CA 95935

APN: 048-170-045

PLEASE TAKE NOTICE: that the use and condition of the subject property has been determined by Yuba County Code Enforcement to violate the Yuba County Ordinance Code and is therefore declared a public nuisance. The conditions that create a public nuisance on said property are as follows:

Yuba County Ordinance Code § 7.40.400(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

\boxtimes	Outdoor cultivation 7.40.300A - PROHIBITED
\boxtimes	Cultivation of more than 6 plants 7.40.300B NUMBER OF PLANTS: 292
\boxtimes	Water source/discharges 7.40.310B
\boxtimes	Cultivation environment; health, safety, welfare; dust, odor, traffic, chemicals 7.40.300C
\boxtimes	Lack of dwelling 7.40.310
\boxtimes	Unpermitted accessory structure 7.40.320A1
	Accessory structure w/in setback 7.40.320A2

ŀ	⊠ _	Use of extension cord(s) 7.40.320A3
-	_	Lack of mechanical filtration system 7.40.320A4
		Lack of adequate fence around accessory structure (height; security) 7.40.330
⊠		County Ordinance Code § 7.40.400(B) The cultivation of marijuana on a parcel that ot have an occupied, legally established Dwelling.
		County Ordinance Code § 7.40.400(C) Marijuana plants in public view as defined in 7.40.200 of this Chapter.
⊠	exceed	County Ordinance Code § 7.40.400(D) The cultivation of marijuana in a manner that ls 6 plants ants: 292
⊠	the ma	County Ordinance Code § 7.40.400(E) The improper use, storage and/or disposal (per unufactures' instruction and/or any law that governs same) of chemicals, fertilizers, gas atts (CO2, butane, etc.) or any other products or equipment associated with the ution of marijuana.
⊠		County Ordinance Code § 7.40.400(F) Any violation of any Ordinance or State law or blic nuisance defined or known at common law or in equity jurisprudence, including but
	not lin	nited to the following violations:
	⊠	Conducting activities on a site which are not permitted uses in the established zone as identified in the Yuba County Ordinance Code, Title XI – Development Code, including utilizing accessory uses without first establishing a primary use
		Emplacement and occupancy of a recreational vehicle as a place of human habitation in violation of the Yuba County Ordinance Code, Chapter 10.20
	⊠	Construction/erection of a building/structure without first obtaining a building permit in violation of the Yuba County Ordinance Code, Chapter 10.05
		Accumulation and storage of abandoned, wrecked, dismantled or inoperable vehicles, or parts thereof, in violation of the Yuba County Ordinance Code, Chapter 7.35
	⊠	Maintaining an environment for the propagation and harborage of vector and vermin by the accumulation and storage of junk, trash and debris in violation of the Yuba County Ordinance Code, Chapter 7.36
	⊠	Discharging sewage to ground surface in violation of the Yuba County Ordinance Code, Chapter 7.07

YOU ARE HEREBY ORDERED to abate the nuisance by removing the violations from the property on or before September 5, 2017, and prior to the date of the Administrative Hearing indicated below. You must contact Code Enforcement, whose phone number appears above, immediately to schedule an inspection to verify compliance. A hearing to appeal the determination of a public nuisance has been automatically set, and the mandatory appeal fee waived.

YOU ARE HEREBY ORDERED to appear before the Yuba County Board of Supervisors, at 915 8th Street, Marysville, CA, in the Board of Supervisors Chambers, on September 12, 2017 at the hour of 2:00P.M., or as soon thereafter as the matter may be heard. You will be given an opportunity to present testimony and submit evidence to show cause, if any there may be, why the subject property should not be considered a public nuisance and subject to abatement.

YOU ARE HEREBY ADVISED that an Administrative Penalty in the amount of \$30,600.00 per day, pursuant to Yuba County Code § 7.40.550 will begin to accrue upon a decision of the Yuba County Board of Supervisors' that confirms a public nuisance exists. The Administrative Penalty will continue to accrue until the violations of the Yuba County Ordinance Code have been confirmed removed by the Code Enforcement Division.

If you choose to self-abate the alleged nuisance and compliance has been verified by Yuba County Code Enforcement prior to the hearing set before the Yuba County Board of Supervisors, the hearing may be cancelled and you may not have to appear. Staff time associated with bringing the matter to hearing will not be billed to you.

If you fail to appear at the Administrative Hearing at the time and date provided above, the Hearing will be held in your absence before the Yuba County Board of Supervisors. Failure to appear at the Administrative Hearing constitutes a waiver of all rights to assert any defense, rights, or other relevant points in regards to the alleged public nuisance.

If after the hearing, a public nuisance is found to exist, you shall abate said violations as so ordered by the Yuba County Board of Supervisors. If you fail to comply with the Orders of the Board of Supervisors, the County will abate the nuisance. If the County abates the nuisance, you will be responsible for the actual costs of the abatement, and the Administrative Penalties, if any, which shall be paid within thirty (30) days from the date of the demand for payment. The "cost of abating a violation" shall include, but not be limited to, all "enforcement costs", the county's attorneys' fees, the cost of the administrative hearing, the cost of prior time and expenses associated with bringing the matter to hearing, the cost associated with any appeals from the decision of the administrative hearing, the cost of judicially abating the violation, the cost of labor and material necessary to physically abate the violation, and the cost of securing expert and other witnesses.

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

BE ADVISED: If the subject property is found to be in violation of any or all of the provisions stated above, the County will contend that you are bound by such finding at any subsequent and relative judicial action.

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

□ PERSONAL SERVICE

□ CERTIFIED MAIL 7017 1070 0000 5908 9808

DATED: August 31, 2017

Chris Monaco

Code Enforcement Officer

ENCL: Excerpts Yuba County Ordinance Code 7.40, Billing #813



County of Yuba Code Enforcement Division

Code Enforcement Division 915 8th Street, Suite 123 Marysville, CA 95901

Phone: 530.749.5455

В	Ī			i	n	g	S	ta	t	е	m	1e	r	ıt	
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DATE	INVOICE #
9/1/2017	813

BILL TO:

OFELIA GUTIERREZ-DUARTE, TRUSTEE OF OFELIA GUTIERREZ-DUARTE TRUST 2216 HUNTINGTON POINT ROAD #33 CHULA VISTA, CA 91914

CASE INFORMATION

NUMBER: MMJ17-0135 OFFICER: C MONACO APN: 048-170-045

VACANT LOT, DOBBINS CERT# 7017 1070 0000 5908 9808 TERMS **DUE DATE**Net 30 **10/1/2017**

SERVICE DATE	DESCRIPTION OF CHARGES	RATE	HOURS	AMOUNT
8/3/2017 8/29/2017	Received Complaint, Opened Case Research Property	147.00 147.00		73.50 147.00
8/30/2017	Warrant Prep for Inspection	147.00		441.00
8/30/2017	Warrant, Signing by Judge	147.00	1	147.00
8/31/2017	Inspection, 3 Officers @ .75 hr Notice & Order to Abate	147.00	2.25	330.75
8/31/2017 9/1/2017	CDSA Support Fees (6%)	1,470.00 156.56		1,470.00 156.56
7,1,2017	22 27 Cupport 1 003 (070)	150.50		130.30

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

Total \$2,765.81

5 - 30 DAYS PAST DUE = 25%

31 + DAYS PAST DUE = 50%

The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Kevin Mallen

SUBJECT: Administrative Appeal Hearing - Hold appeal hearing to determine public nuisance

for property located at 13555 Providence Way, Dobbins, CA 95935; APN: 048-170-060; Property Owner: The Living Garden LLC. (Community Development and

ooo, rioperty Owner. The Living Garden LLC. (Community Develop

Services Agency) (Ten minute estimate) (Roll Call Vote)

DATE: September 12, 2017

NUMBER: 434/2017

Recommendation:

Receive evidence and testimony regarding the subject property, and make findings and orders consistent with staff's recommendation.

Background:

On, or about, August 3, 2017, Yuba County Code Enforcement received a citizen complaint of illegal marijuana cultivation activities within the Dobbins and Oregon House community. An investigation of the area led staff to seek judicial Inspection Warrants for properties believed to have illegal marijuana cultivation activities occurring on their property.

Discussion:

The attached Notice and Order to Abate Public Nuisance and Order to Appear enumerates violations of the Yuba County Ordinance Code discovered at the subject property during an inspection pursuant to a judicial Inspection Warrant.

Committee Action:

No Committee action is necessary; Public Nuisance Appeal Hearing.

Fiscal Impact:

 $\begin{array}{l} \mbox{General Fund} - \mbox{None} \\ \mbox{Source of Funds} - \mbox{Hearing is covered by } 3500 \mbox{ annual budget} \end{array}$

Attachments:

434/2017 Notice and Order to Abate Public Nuisance



The County Of Yuba

Community Development & Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616



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

NOTICE AND ORDER TO ABATE PUBLIC NUISANCE AND ADMINISTRATIVE ORDER TO APPEAR MMJ17-0136

PROPERTY OWNER ADDRESS	CULTIVATOR(S) ADDRESS
THE LIVING GARDEN LLC	UNKNOWN
2614 N CLAYBOURN UNIT 406 CHICAGO, IL 60614	

13555 PROVIDENCE WAY

VIOLATION ADDRESS: DOBBINS, CA 95935

APN: 048-170-060

PLEASE TAKE NOTICE: that the use and condition of the subject property has been determined by Yuba County Code Enforcement to violate the Yuba County Ordinance Code and is therefore declared a public nuisance. The conditions that create a public nuisance on said property are as follows:

Yuba County Ordinance Code § 7.40.400(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

\boxtimes	Outdoor cultivation 7.40.300A - PROHIBITED
\boxtimes	Cultivation of more than 6 plants 7.40.300B NUMBER OF PLANTS: 185
\boxtimes	Water source/discharges 7.40.310B
\boxtimes	Cultivation environment; health, safety, welfare; dust, odor, traffic, chemicals 7.40.300C
\boxtimes	Lack of dwelling 7.40.310
\boxtimes	Unpermitted accessory structure 7.40.320A1
	Accessory structure w/in setback 7.40.320A2

(⊠ _	Use of extension cord(s) 7.40.320A3		
[_	Lack of mechanical filtration system 7.40.320A4		
[Lack of adequate fence around accessory structure (height; security) 7.40.330		
\boxtimes		County Ordinance Code § 7.40.400(B) The cultivation of marijuana on a parcel that of have an occupied, legally established Dwelling.		
		County Ordinance Code § 7.40.400(C) Marijuana plants in public view as defined in 17.40.200 of this Chapter.		
⊠	exceed	County Ordinance Code § 7.40.400(D) The cultivation of marijuana in a manner that s 6 plants ants:185		
⊠	the ma produc cultiva	County Ordinance Code § 7.40.400(E) The improper use, storage and/or disposal (per nufactures' instruction and/or any law that governs same) of chemicals, fertilizers, gas ets (CO2, butane, etc.) or any other products or equipment associated with the tion of marijuana.		
Yuba County Ordinance Code § 7.40.400(F) Any violation of any Ordinance or State la any public nuisance defined or known at common law or in equity jurisprudence, includin not limited to the following violations:				
		Conducting activities on a site which are not permitted uses in the established zone as identified in the Yuba County Ordinance Code, Title XI – Development Code, including utilizing accessory uses without first establishing a primary use		
	⊠	Emplacement and occupancy of a recreational vehicle as a place of human habitation in violation of the Yuba County Ordinance Code, Chapter 10.20		
	⊠	Construction/erection of a building/structure without first obtaining a building permit in violation of the Yuba County Ordinance Code, Chapter 10.05		
		Accumulation and storage of abandoned, wrecked, dismantled or inoperable vehicles, or parts thereof, in violation of the Yuba County Ordinance Code, Chapter 7.35		
		Maintaining an environment for the propagation and harborage of vector and vermin by the accumulation and storage of junk, trash and debris in violation of the Yuba County Ordinance Code, Chapter 7.36		
	⊠	Discharging sewage to ground surface in violation of the Yuba County Ordinance Code, Chapter 7.07		

YOU ARE HEREBY ORDERED to abate the nuisance by removing the violations from the property on or before September 5, 2017, and prior to the date of the Administrative Hearing indicated below. You must contact Code Enforcement, whose phone number appears above, immediately to schedule an inspection to verify compliance. A hearing to appeal the determination of a public nuisance has been automatically set, and the mandatory appeal fee waived.

YOU ARE HEREBY ORDERED to appear before the Yuba County Board of Supervisors, at 915 8th Street, Marysville, CA, in the Board of Supervisors Chambers, on September 12, 2017 at the hour of 2:00P.M., or as soon thereafter as the matter may be heard. You will be given an opportunity to present testimony and submit evidence to show cause, if any there may be, why the subject property should not be considered a public nuisance and subject to abatement.

YOU ARE HEREBY ADVISED that an Administrative Penalty in the amount of \$19,700.00 per day, pursuant to Yuba County Code § 7.40.550 will begin to accrue upon a decision of the Yuba County Board of Supervisors' that confirms a public nuisance exists. The Administrative Penalty will continue to accrue until the violations of the Yuba County Ordinance Code have been confirmed removed by the Code Enforcement Division.

If you choose to self-abate the alleged nuisance and compliance has been verified by Yuba County Code Enforcement prior to the hearing set before the Yuba County Board of Supervisors, the hearing may be cancelled and you may not have to appear. Staff time associated with bringing the matter to hearing will not be billed to you.

If you fail to appear at the Administrative Hearing at the time and date provided above, the Hearing will be held in your absence before the Yuba County Board of Supervisors. Failure to appear at the Administrative Hearing constitutes a waiver of all rights to assert any defense, rights, or other relevant points in regards to the alleged public nuisance.

If after the hearing, a public nuisance is found to exist, you shall abate said violations as so ordered by the Yuba County Board of Supervisors. If you fail to comply with the Orders of the Board of Supervisors, the County will abate the nuisance. If the County abates the nuisance, you will be responsible for the actual costs of the abatement, and the Administrative Penalties, if any, which shall be paid within thirty (30) days from the date of the demand for payment. The "cost of abating a violation" shall include, but not be limited to, all "enforcement costs", the county's attorneys' fees, the cost of the administrative hearing, the cost of prior time and expenses associated with bringing the matter to hearing, the cost associated with any appeals from the decision of the administrative hearing, the cost of judicially abating the violation, the cost of labor and material necessary to physically abate the violation, and the cost of securing expert and other witnesses.

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

BE ADVISED: If the subject property is found to be in violation of any or all of the provisions stated above, the County will contend that you are bound by such finding at any subsequent and relative judicial action.

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

□ PERSONAL SERVICE

□ CERTIFIED MAIL 7017 1070 0000 5908 9792 7017 0530 0001 1825 5113

DATED: August 31, 2017

Chris Monaco

Code Enforcement Officer

ENCL: Excerpts Yuba County Ordinance Code 7.40, Billing \$ 812

Cc: Eric D Greenberg

1200 W Altgeld Street, Suite 2

Chicago, IL 60614



Billing Statement

DATE	INVOICE#		
9/1/2017	812		

BILL TO: THE LIVING GARDEN LLC 2614 N CLAYBOURN UNIT 406 CHICAGO, IL 60614

CASE INFORMATION

NUMBER: MMJ17-0136 OFFICER: C. MONACO APN: 048-170-060

13555 PROVIDENCE WAY, DOBBINS CERT # 7017 1070 0000 5908 9792 TERMS DUE DATE

Net 30 10/1/2017

SERVICE DATE DESCRIPTION OF CHARGES RATE	HOURS	AMOUNT
8/3/2017 Received Complaint, Opened Case 147.00 8/29/2017 Research Property 147.00 8/30/2017 Warrant Prep for Inspection 147.00 8/30/2017 Warrant, Signing by Judge 147.00 8/31/2017 Inspection, 6 Officers @ 0.5 hr 147.00 8/31/2017 Notice & Order to Abate 1,470.00 9/1/2017 CDSA Support Fees (6%) 163.17	0.5	73.50 147.00 441.00 147.00 441.00 1,470.00 163.17

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

Total \$2,882.67

5 - 30 DAYS PAST DUE = 25%

31 + DAYS PAST DUE = 50%

The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Kevin Mallen

SUBJECT: Administrative Appeal Hearing - Hold appeal hearing to determine public nuisance

for property located at Vacant Lot off Providence Way, Dobbins, CA 95935; APN:

048-170-061; Property Owners: Paul and Nataliya McGovern. (Community Development and Services Agency) (Ten minute estimate) (Roll Call Vote)

DATE: September 12, 2017

NUMBER: 435/2017

Recommendation:

Receive evidence and testimony regarding the subject property, and make findings and orders consistent with staff's recommendation.

Background:

On, or about, August 3, 2017, Yuba County Code Enforcement received a citizen complaint of illegal marijuana cultivation activities within the Dobbins and Oregon House community. An investigation of the area led staff to seek judicial Inspection Warrants for properties believed to have illegal marijuana cultivation activities occurring on their property.

Discussion:

The attached Notice and Order to Abate Public Nuisance and Order to Appear enumerates violations of the Yuba County Ordinance Code discovered at the subject property during an inspection pursuant to a judicial Inspection Warrant.

Committee Action:

No Committee action is necessary; Public Nuisance Appeal Hearing.

Fiscal Impact:

 $\begin{array}{l} \mbox{General Fund} - \mbox{None} \\ \mbox{Source of Funds} - \mbox{Hearing is covered by } 3500 \mbox{ annual budget} \end{array}$

Attachments:

435/2017 Notice and Order to Abate Public Nuisance



The County Of Yuba

Community Development & Services Agency

CODE ENFORCEMENT

Suite 123, Marysville, Cal

Telephone: (530) 749-5455

Fax: (530) 749-5616



NOTICE AND ORDER TO ABATE PUBLIC NUISANCE AND

ADMINISTRATIVE ORDER TO APPEAR MMJ17-0137

PROPERTY OWNER ADDRESS	CULTIVATOR(S) ADDRESS		
PAUL & NATALIYA MCGOVERN	UNKNOWN		
P.O. BOX 24 OREGON HOUSE, CA 95962			

VACANT LOT OFF OF PROVIDENCE WAY

VIOLATION ADDRESS: DOBBINS, CA 95935

APN: 048-170-061

PLEASE TAKE NOTICE: that the use and condition of the subject property has been determined by Yuba County Code Enforcement to violate the Yuba County Ordinance Code and is therefore declared a public nuisance. The conditions that create a public nuisance on said property are as follows:

Yuba County Ordinance Code § 7.40.400(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

Outdoor cultivation 7.40.300A - PROHIBITED

Outdoor cultivation 7.40.300A - PROHIBITED

Cultivation of more than 6 plants 7.40.300B NUMBER OF PLANTS: 181

Water source/discharges 7.40.310B

Cultivation environment; health, safety, welfare; dust, odor, traffic, chemicals 7.40.300C

Lack of dwelling 7.40.310

Unpermitted accessory structure 7.40.320A1

	Accessory structure w/in setback 7.40.320A2
\boxtimes	Use of extension cord(s) 7.40.320A3
	Lack of mechanical filtration system 7.40.320A4
	Lack of adequate fence around accessory structure (height; security) 7.40.330
\boxtimes	Yuba County Ordinance Code § 7.40.400(B) The cultivation of marijuana on a parcel that does not have an occupied, legally established Dwelling.
	Yuba County Ordinance Code § 7.40.400(C) Marijuana plants in public view as defined in Section 7.40.200 of this Chapter.
⊠	Yuba County Ordinance Code § 7.40.400(D) <i>The cultivation of marijuana in a manner that exceeds 6 plants</i> # of plants:181
⊠	Yuba County Ordinance Code § 7.40.400(E) The improper use, storage and/or disposal (per the manufactures' instruction 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.
⊠	Yuba County Ordinance Code § 7.40.400(F) Any violation of any Ordinance or State law or any public nuisance defined or known at common law or in equity jurisprudence, including but not limited to the following violations:
⊠	Conducting activities on a site which are not permitted uses in the established zone as identified in the Yuba County Ordinance Code, Title XI – Development Code, including utilizing accessory uses without first establishing a primary use
	Emplacement and occupancy of a recreational vehicle as a place of human habitation in violation of the Yuba County Ordinance Code, Chapter 10.20
\boxtimes	Construction/erection of a building/structure without first obtaining a building permit in violation of the Yuba County Ordinance Code, Chapter 10.05
	Accumulation and storage of abandoned, wrecked, dismantled or inoperable vehicles, or parts thereof, in violation of the Yuba County Ordinance Code, Chapter 7.35
	Maintaining an environment for the propagation and harborage of vector and vermin by the accumulation and storage of junk, trash and debris in violation of the Yuba County Ordinance Code, Chapter 7.36

YOU ARE HEREBY ORDERED to abate the nuisance by removing the violations from the property on or before September 5, 2017, and prior to the date of the Administrative Hearing indicated below. You must contact Code Enforcement, whose phone number appears above, immediately to schedule an inspection to verify compliance. A hearing to appeal the determination of a public nuisance has been automatically set, and the mandatory appeal fee waived.

YOU ARE HEREBY ORDERED to appear before the Yuba County Board of Supervisors, at 915 8th Street, Marysville, CA, in the Board of Supervisors Chambers, on September 12, 2017 at the hour of 2:00P.M., or as soon thereafter as the matter may be heard. You will be given an opportunity to present testimony and submit evidence to show cause, if any there may be, why the subject property should not be considered a public nuisance and subject to abatement.

YOU ARE HEREBY ADVISED that an Administrative Penalty in the amount of \$19,600.00 per day, pursuant to Yuba County Code § 7.40.550 will begin to accrue upon a decision of the Yuba County Board of Supervisors' that confirms a public nuisance exists. The Administrative Penalty will continue to accrue until the violations of the Yuba County Ordinance Code have been confirmed removed by the Code Enforcement Division.

If you choose to self-abate the alleged nuisance and compliance has been verified by Yuba County Code Enforcement prior to the hearing set before the Yuba County Board of Supervisors, the hearing may be cancelled and you may not have to appear. Staff time associated with bringing the matter to hearing will not be billed to you.

If you fail to appear at the Administrative Hearing at the time and date provided above, the Hearing will be held in your absence before the Yuba County Board of Supervisors. Failure to appear at the Administrative Hearing constitutes a waiver of all rights to assert any defense, rights, or other relevant points in regards to the alleged public nuisance.

If after the hearing, a public nuisance is found to exist, you shall abate said violations as so ordered by the Yuba County Board of Supervisors. If you fail to comply with the Orders of the Board of Supervisors, the County will abate the nuisance. If the County abates the nuisance, you will be responsible for the actual costs of the abatement, and the Administrative Penalties, if any, which shall be paid within thirty (30) days from the date of the demand for payment. The "cost of abating a violation" shall include, but not be limited to, all "enforcement costs", the county's attorneys' fees, the cost of the administrative hearing, the cost of prior time and expenses associated with bringing the matter to hearing, the cost associated with any appeals from the decision of the administrative hearing, the cost of judicially abating the violation, the cost of labor and material necessary to physically abate the violation, and the cost of securing expert and other witnesses.

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

BE ADVISED: If the subject property is found to be in violation of any or all of the provisions stated above, the County will contend that you are bound by such finding at any subsequent and relative judicial action.

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

□ PERSONAL SERVICE

☐ CERTIFIED MAIL 7017 1070 0000 5908 9730

DATED: August 31, 2017

TRACIÉ CLARK

Code Enforcement Officer

ENCL: Excerpts Yuba County Ordinance Code 7.40, Billing Statement # 807



Billing Statement

DATE	INVOICE #	
9/1/2017	807	

BILL TO: MCGOVERN, PAUL & NATALIYA PO BOX 24 OREGON HOUSE, CA 95962

CASE INFORMATION

NUMBER: MMJ17-0137 OFFICER: T. CLARK APN: 048-170-061

VACANT LOT, DOBBINS CERT# 7017 1070 0000 5908 9730 TERMS **DUE DATE**Net 30 **10/1/2017**

SERVICE DATE	DESCRIPTION OF CHARGES	RATE	HOURS	AMOUNT
8/3/2017 8/29/2017 8/30/2017 8/30/2017 8/31/2017 9/1/2017	Received Complaint, Opened Case Research Property Warrant Prep for Inspection Warrant, Signing by Judge Inspection, 5 Officers @ .5 hr Notice & Order to Abate CDSA Support Fees (6%)	147.00 147.00 147.00 147.00 1,470.00 158.76	1 3 1 2.5	73.50 147.00 441.00 147.00 367.50 1,470.00 158.76

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

Total \$2,804.76

5 - 30 DAYS PAST DUE = 25%

31 + DAYS PAST DUE = 50%

The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Kevin Mallen

SUBJECT: Administrative Appeal Hearing - Hold appeal hearing to determine public nuisance

for property located at 13428 Providence Way, Dobbins, CA 95935; APN: 048-170-065; Property Owners: Sraddha A Ferry-Ferreira and Ann H Matusow. (Community

Development and Services Agency) (Ten minute estimate) (Roll Call Vote)

DATE: September 12, 2017

NUMBER: 436/2017

Recommendation:

Receive evidence and testimony regarding the subject property, and make findings and orders consistent with staff's recommendation.

Background:

On, or about, August 3, 2017, Yuba County Code Enforcement received a citizen complaint of illegal marijuana cultivation activities within the Dobbins and Oregon House community. An investigation of the area led staff to seek judicial Inspection Warrants for properties believed to have illegal marijuana cultivation activities occurring on their property.

Discussion:

The attached Notice and Order to Abate Public Nuisance and Order to Appear enumerates violations of the Yuba County Ordinance Code discovered at the subject property during an inspection pursuant to a judicial Inspection Warrant.

Committee Action:

No Committee action is necessary; Public Nuisance Appeal Hearing.

Fiscal Impact:

 $\begin{array}{l} \mbox{General Fund} - \mbox{None} \\ \mbox{Source of Funds} - \mbox{Hearing is covered by } 3500 \mbox{ annual budget} \end{array}$

Attachments:

436/2017 Notice and Order to Abate Public Nuisance



 \boxtimes

The County Of Yuba

Community Development & Services Agency

CODE ENFORCEMENT

Suite 123, Marysville, Cali

Telephone: (530) 749-5455

Fax: (530) 749-5616



NOTICE AND ORDER TO ABATE PUBLIC NUISANCE AND ADMINISTRATIVE ORDER TO APPEAR

MMJ17-0139

PROPERTY OWNER	CULTIVATOR(S)	
ADDRESS	ADDRESS	
SRADDHAA FERRY-FERREIRA & ANN H MATUSOW	NICOLAS JACK	
2440 GREAT HIGHWAY #3	1160 MASSACHUSETTS AVENUE	
SAN FRANCISCO, CA 94116	ARLINGTON, MA 02476	

13428 PROVIDENCE WAY

VIOLATION ADDRESS: DOBBINS, CA 95935

APN: 048-170-065

PLEASE TAKE NOTICE: that the use and condition of the subject property has been determined by Yuba County Code Enforcement to violate the Yuba County Ordinance Code and is therefore declared a public nuisance. The conditions that create a public nuisance on said property are as follows:

Yuba County Ordinance Code § 7.40.400(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

\boxtimes	Outdoor cultivation 7.40.300A - PROHIBITED		
\boxtimes	Cultivation of more than 6 plants 7.40.300B NUMBER OF PLANTS: 199		
\boxtimes	Water source/discharges 7.40.310B		
\boxtimes	Cultivation environment; health, safety, welfare; dust, odor, traffic, chemicals 7.40.300C		
\boxtimes	Lack of dwelling 7.40.310		
\boxtimes	Unpermitted accessory structure 7.40.320A1		
	Accessory structure w/in setback 7.40.320A2		

	_		
		Use of extension cord(s) 7.40.320A3	
		Lack of mechanical filtration system 7.40.320A4	
		Lack of adequate fence around accessory structure (height; security) 7.40.330	
☒		County Ordinance Code § 7.40.400(B) The cultivation of marijuana on a parcel that not have an occupied, legally established Dwelling.	
Ø		County Ordinance Code § 7.40.400(C) Marijuana plants in public view as defined in n 7.40.200 of this Chapter.	
☒	excee	County Ordinance Code § 7.40.400(D) The cultivation of marijuana in a manner that ds 6 plants lants: 199	
×	Yuba the mo produ	County Ordinance Code § 7.40.400(E) The improper use, storage and/or disposal (per anufactures' instruction and/or any law that governs same) of chemicals, fertilizers, gas cts (CO2, butane, etc.) or any other products or equipment associated with the	
 cultivation of marijuana. Yuba County Ordinance Code § 7.40.400(F) Any violation of any Ordinance or State any public nuisance defined or known at common law or in equity jurisprudence, including not limited to the following violations: 			
	⊠	Conducting activities on a site which are not permitted uses in the established zone as identified in the Yuba County Ordinance Code, Title XI – Development Code, including utilizing accessory uses without first establishing a primary use	
	⊠	Emplacement and occupancy of a recreational vehicle as a place of human habitation in violation of the Yuba County Ordinance Code, Chapter 10.20	
	⊠	Construction/erection of a building/structure without first obtaining a building permit in violation of the Yuba County Ordinance Code, Chapter 10.05	
		Accumulation and storage of abandoned, wrecked, dismantled or inoperable vehicles, or parts thereof, in violation of the Yuba County Ordinance Code, Chapter 7.35	
	⊠	Maintaining an environment for the propagation and harborage of vector and vermin by the accumulation and storage of junk, trash and debris in violation of the Yuba County Ordinance Code, Chapter 7.36	
		Discharging sewage to ground surface in violation of the Yuba County Ordinance Code, Chapter 7.07	
		Hazardous electric/installing solar panels without permits in violation of Yuba County Ordinance Code, Chapter 10.05	

YOU ARE HEREBY ORDERED to abate the nuisance by removing the violations from the property on or before September 5, 2017, and prior to the date of the Administrative Hearing indicated below. You must contact Code Enforcement, whose phone number appears above, immediately to schedule an inspection to verify compliance. A hearing to appeal the determination of a public nuisance has been automatically set, and the mandatory appeal fee waived.

YOU ARE HEREBY ORDERED to appear before the Yuba County Board of Supervisors, at 915 8th Street, Marysville, CA, in the Board of Supervisors Chambers, on September 12, 2017 at the hour of 2:00P.M., or as soon thereafter as the matter may be heard. You will be given an opportunity to present testimony and submit evidence to show cause, if any there may be, why the subject property should not be considered a public nuisance and subject to abatement.

YOU ARE HEREBY ADVISED that an Administrative Penalty in the amount of \$21,800.00 per day, pursuant to Yuba County Code § 7.40.550 will begin to accrue upon a decision of the Yuba County Board of Supervisors' that confirms a public nuisance exists. The Administrative Penalty will continue to accrue until the violations of the Yuba County Ordinance Code have been confirmed removed by the Code Enforcement Division.

If you choose to self-abate the alleged nuisance and compliance has been verified by Yuba County Code Enforcement prior to the hearing set before the Yuba County Board of Supervisors, the hearing may be cancelled and you may not have to appear. Staff time associated with bringing the matter to hearing will not be billed to you.

If you fail to appear at the Administrative Hearing at the time and date provided above, the Hearing will be held in your absence before the Yuba County Board of Supervisors. Failure to appear at the Administrative Hearing constitutes a waiver of all rights to assert any defense, rights, or other relevant points in regards to the alleged public nuisance.

If after the hearing, a public nuisance is found to exist, you shall abate said violations as so ordered by the Yuba County Board of Supervisors. If you fail to comply with the Orders of the Board of Supervisors, the County will abate the nuisance. If the County abates the nuisance, you will be responsible for the actual costs of the abatement, and the Administrative Penalties, if any, which shall be paid within thirty (30) days from the date of the demand for payment. The "cost of abating a violation" shall include, but not be limited to, all "enforcement costs", the county's attorneys' fees, the cost of the administrative hearing, the cost of prior time and expenses associated with bringing the matter to hearing, the cost associated with any appeals from the decision of the administrative hearing, the cost of judicially abating the violation, the cost of labor and material necessary to physically abate the violation, and the cost of securing expert and other witnesses.

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

BE ADVISED: If the subject property is found to be in violation of any or all of the provisions stated above, the County will contend that you are bound by such finding at any subsequent and relative judicial action.

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

図 POSTED PROPERTY

□ PERSONAL SERVICE Nicolas Jack (8-31-17)

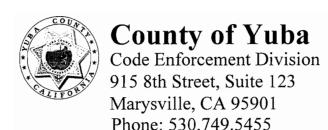
☐ CERTIFIED MAIL 7017 0530 001 1825 5120

DATED: August 31, 2017

Tracie Clark

Code Enforcement Officer

ENCL: Excerpts Yuba County Ordinance Code 7.40 , Billing #815



Billing Statement

DATE	INVOICE#	
9/1/2017	815	

BILL TO:

PROPERTY OWNERS: SRADDHA A FERRY-FERREIRA ANN H MATUSOW TENANT/CULTIVATOR: NICOLAS JACK

CASE INFORMATION

NUMBER: MMJ17-0139 OFFICER: T. CLARK APN: 048-170-065

13428 PROVIDENCE WAY, DOBBINS CERT # 7017 0530 0001 1825 5120 TERMS **DUE DATE**Net 30 **10/1/2017**

SERVICE DATE	DESCRIPTION OF CHARGES	RATE	HOURS	AMOUNT
8/3/2017 8/29/2017 8/30/2017 8/30/2017 8/31/2017 9/1/2017	Received Complaint, Opened Case Research Property Warrant Prep for Inspection Warrant, Signing by Judge Inspection, 3 Officers @ 0.5 hr Notice & Order to Abate CDSA Support Fees (6%)	147.00 147.00 147.00 147.00 147.00 1,470.00 149.94	1 3 1 1.5	73.50 147.00 441.00 147.00 220.50 1,470.00 149.94

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

Total \$2,648.94

5 - 30 DAYS PAST DUE = 25%

31 + DAYS PAST DUE = 50%

The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Kevin Mallen

SUBJECT: Administrative Appeal Hearing - Hold Appeal Hearing to determine public

nuisance for property located at 13386 Providence Way, Dobbins, CA 95935; APN:

048-170-067; Property Owner: Mylan A Login. (Community Development and

Services Agency) (20 minute estimate) (Roll Call Vote)

DATE: September 12, 2017

NUMBER: 437/2017

Recommendation:

Receive evidence and testimony regarding the subject property, and make findings and orders consistent with staff's recommendation contained in the attached Public Nuisance Hearing packet.

Discussion:

The attached Public Nuisance Hearing packet provides Code Enforcement's position and details regarding the existence of a public nuisance at the subject property.

Committee Action:

No Committee action is necessary; Public Nuisance Appeal Hearing.

Fiscal Impact:

General Fund – None Source of Funds – Hearing is covered by 3500 annual budget

Attachments:

437/2017 Public Nuisance Appeal Hearing RE: 13386 Providence Way, Dobbins, CA 95935



The County Of Yuba

Community Development & Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616



Public Nuisance Hearing

To: Yuba County Board of Supervisors

From: Kevin Mallen, CDSA Director

Jeremy Strang, Code Enforcement Manager

Date: September 12, 2017

Statement of Facts:

The property that is the subject of this hearing is Assessor's Parcel Number (APN) 048-170-067. The parcel is located in the unincorporated area of the County of Yuba in the community of Dobbins and is commonly referred to as 13386 Providence Way. The property has the zoning designation RR-5, Rural Residential 5 acre minimum, and is 5.02 acres in size. The property does not have any permitted improvements.

Mylan A. Login is the owner of record and is listed on the most recent equalized tax assessment. The grant deed (document # 2016-001772) was recorded on February 17, 2016.

Current Code Case:

Case Number: MMJ17-0140

Date: 8/3/2017

Complaint: Marijuana Cultivation

Disposition: Cultivation of 345 marijuana plants outdoors; Construction of 10 hoop-

style greenhouses without permits; Emplacement of a recreational vehicle without permits; Notice and Order to Abate Public Nuisance and

Administrative Order to Appear issued.

Case Closed: N/A

On, or about, August 3, 2017, the Code Enforcement Division received a citizen complaint of illegal marijuana cultivation operations within the communities of Dobbins and Oregon House. Utilizing Google Earth Pro, routine research was conducted of the target area. Recent Google satellite aerial imagery, acquired June 29, 2017, shows violations of the Yuba County Ordinance Code consisting of the construction of 10 hoop-style greenhouse structures, and the emplacement of a recreational vehicle.

On August 30, 2017, the Honorable Stephen W. Berrier, Judge of the Superior Court, signed an inspection warrant commanding Code Enforcement to perform an inspection of the subject property for the purpose of identifying the full nature and extent of violations existing on the subject property (See Attachment A – Inspection Warrant).

Public Nuisance Declared:

On August 31, 2017, the inspection warrant was executed and an inspection was performed. Pursuant to his observations, Officer Monaco issued a Notice and Order to Abate Public Nuisance and Administrative Order to Appear. Violations include, but are not limited to:

- 1. Marijuana being cultivated outdoors
- 2. The number of plants, 345, exceeds the maximum amount allowed
- 3. Cultivation of marijuana on a property that lacks a permitted and legally occupied dwelling
- 4. The cultivation of marijuana is not within a qualifying accessory structure or the dwelling
- 5. Construction of 10 hoop-style greenhouses without required permits
- 6. Emplacement of a recreational vehicle as a place of human habitation
- 7. Discharging sewage to the ground surface
- 8. Lack of legal water source
- 9. Hazardous electrical
- 10. Utilizing accessory uses on a parcel without first establishing a primary use

The Notice and Order to Abate Public Nuisance and Administrative Order to Appear ["Order"] (see **Attachment B – Notice and Order**) was personally served to the property owner, Mylan Login. The Order was also sent by U.S. Mail, both Certified Mail with Return Receipt and First Class to the address listed on file, and also posted on the property; a proof of Service for each was completed (see **Attachment C – Proof of Service**).

The Order alleges the following nuisances:

- 1. 7.40.400A Cultivation of marijuana in violation of any of the provisions of Chapter 7.40 of the Yuba County Ordinance Code Outdoor cultivation of marijuana plants; lack of legal water source; .
- 2. 7.40.400B Cultivation on a parcel without occupied, legally established dwelling
- 3. 7.40.400D The cultivation of marijuana in a manner that exceeds six (6) plants cultivation of 345 plants outdoors.
- 4. 7.40.400E Improper use, storage or disposal of chemicals, fertilizers
- 5. 7.40.400F Any violation of any Ordinance or State law Emplacement of a recreational vehicle as a place of human habitation and the construction of 10 accessory structures without first obtaining the required permits; hazardous electrical; discharging sewage to ground surface.

Yuba County Ordinance Code, Section 7.40.540B requires that the nuisance be abated within a reasonable time certain, normally being 3 days from the date the Order is issued. The Code also requires that an Administrative Penalty be imposed. An Administrative Penalty, calculated pursuant to Section 7.40.550, of \$35,800.00 (see **Attachment D – Administrative Penalty Worksheet**) per day shall begin to accrue, as stated in the Order, upon the decision of the Yuba County Board of Supervisors, and shall continue to accrue until the violations have been abated and confirmed removed by Yuba County Code Enforcement.

Attached and incorporated as part of this report as **Attachment E** – **Photographs**, are photographs taken on August 31, 2017, by Code Enforcement. The photographs show the violations as listed in the Order, and support the existence of a public nuisance.

Applicable Law:

YUBA COUNTY ORDINANCE CODE CHAPTER 7.40, MARIJUANA CULTIVATION

7.40.300 Cultivation Restrictions

- A. Outdoor cultivation on any Parcel is prohibited.
- **B.** Cultivation of more than six (6) plants within a single Residence or within a single Accessory Structure on any Parcel is prohibited. [...]
- 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.

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. [...]
- **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. [...]
- 3. The residence or accessory structure shall be equipped with permanently installed and permitted electricity, and shall not be served by temporary extension cords. [...]

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.
- **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 equity jurisprudence.

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; 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.

YUBA COUNTY ORDINANCE CODE CHAPTER 7.07, SEWAGE DISPOSAL

7.07.410 Sewage Disposal Permit Required

It shall be unlawful for any person whether as principal, servant, agent, employee, owner or tenant to construct, install, replace, alter, enlarge, or repair a septic tank, or leaching system, or other sewage disposal facility in or upon any property in the County [...]

YUBA COUNTY ORDINANCE CODE CHAPTER 7.36, PROPERTY MAINTENANCE

7.36.310(a) ... a public nuisance shall be deemed to exist when any of the following conditions or circumstances are present:

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

YUBA COUNTY ORDINANCE CODE CHAPTER 10.05, BUILDING STANDARDS AND CONSTRUCTION CODE

10.05.400 Permits Required

A. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit...

YUBA COUNTY ORDINANCE CODE CHAPTER 10.20, REGULATING THE EMPLACEMENT OF TRAVEL TRAILERS AND MOTOR HOMES AS TEMPORARY RESIDENCES CODE

10.20.030 Permit; Required

No person shall emplace or occupy as a place of human habitation any travel trailer or motor home regulated by this Chapter unless and until a travel trailer or motor home Emplacement Permit is issued by the Building Official, and only during the term of such permit.

YUBA COUNTY ORDINANCE CODE CHAPTER 11.67, (DEVELOPMENT CODE) ENFORCEMENT AND ABATEMENT PROCEDURES

11.67.040 Violations Declared as Public Nuisance

- **A.** Any of the following activities in violation of this Code shall be declared a public nuisance and may be abated in the manner prescribed by law:
 - 1. Activity Inconsistent with the Development Code. Any development, use or other activity of any building, structure, sign or use of any land in contravention of any provision or any regulation of this Code.
 - 2. Activity Inconsistent with Permit or Approval. Any development, use, or other activity in any way inconsistent with the terms or conditions of any permit or approval required to engage in such activity, whether issued under or required by this Code.

Additional Information:

In preparing for this hearing a review of the property's history resulted in the following information:

- 1. Permit History: PWGR16-0004 grading to construct 100ftX300ft pond Issued; B17-0100 Electrical Permit electrical service Issued; PLFEE2017-0004 Agriculture Exemption Approved.
- 2. A review of Google Earth images, including historical images, supports the construction of accessory structures without permits since as early as 2015 as well as the cultivation of marijuana.
- 3. The property does not have any history of code violations.
- 4. A well permit was issued for the property in 2014, however the driller informed the County in July 2016 that the well was never drilled.

Recommendation:

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

- 1. Confirm the existence of a public nuisance for conditions in violation of 7.40 of the Yuba County Ordinance Code on the subject property;
- 2. Order that all nuisance conditions associated with marijuana cultivation in violation of 7.40 of the Yuba County Ordinance Code on the subject property be abated by 5:00P.M. September 13, 2017:
- 3. Order that the property owners submit to an inspection at 8:00A.M. on September 14, 2017, or as soon thereafter that an inspection can be performed, to verify compliance;
- 4. Order that Yuba County Code Enforcement set a Cost Accounting Hearing before the Board of Supervisors after the final compliance inspection has been performed to determine the costs of enforcement and Administrative Penalty, if any, to be imposed pursuant to Section 7.40.550.
- 5. Confirm enforcement costs of \$3,350.13 accrued to date (see Attachment F Billing Statement).

SUPERIOR COURT OF CALIFORNIA COUNTY OF YUBA

In the Matter of the Application)	NO. CRSW17-130
Of the County of Yuba)	INSPECTION WARRANT
)	CCP § 1822.50 et seq.
)	

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

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

13386 Providence Way, Dobbins, CA 95935; Assessor's Parcel Number: 048-170-067

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

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

Which inspection shall extend from property boundary to property boundary of the above numbered parcel, to include all the interior of all dwellings, accessory structures, vehicles, utility trailers and recreational vehicles.

The warrant shall be effective for a period not to exceed 14 days from the date the warrant is signed.

The warrant shall be returned to the undersigned judge upon its execution.

Upon good cause being shown pursuant the Code of Civil Procedure §1822.56, the affiant, and other personnel as required, are authorized to proceed onto the property without 24 hour advance notice, without the presence of the owner or occupant(s) of said property, and to use forcible entry, if needed, to execute this warrant. Said entry is reasonably necessary to effectuate the purpose of the regulations being enforced

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

Given under my hand and dated this 30 day of August 2017, at 9:37 (AMPM.

THE SUPERIOR COURT

STEPHEN W. BERRIEP



The County Of Yuba

Community Development & Services Agency

CODE ENFORCEMENT

Suite 123. Marvsville. Ca

Telephone: (530) 749-5455

Fax: (530) 749-5616



NOTICE AND ORDER TO ABATE PUBLIC NUISANCE
AND

ADMINISTRATIVE ORDER TO APPEAR

MMJ17-0140

PROPERTY OWNER ADDRESS	CULTIVATOR(S) ADDRESS
MYLAN A LOGIN	SAME
P.O. BOX 709 OREGON HOUSE, CA 95962	

13386 PROVIDENCE WAY

VIOLATION ADDRESS: DOBBINS, CA 95935

APN: 048-170-067

PLEASE TAKE NOTICE: that the use and condition of the subject property has been determined by Yuba County Code Enforcement to violate the Yuba County Ordinance Code and is therefore declared a public nuisance. The conditions that create a public nuisance on said property are as follows:

Yuba County Ordinance Code § 7.40.400(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

\boxtimes	Outdoor cultivation 7.40.300A - PROHIBITED		
\boxtimes	Cultivation of more than 6 plants 7.40.300B NUMBER OF PLANTS: 345		
\boxtimes	Water source/discharges 7.40.310B		
\boxtimes	Cultivation environment; health, safety, welfare; dust, odor, traffic, chemicals 7.40.300C		
\boxtimes	Lack of dwelling 7.40.310		
\boxtimes	Unpermitted accessory structure 7.40.320A1		
	Accessory structure w/in setback 7.40.320A2		

	_	
		Use of extension cord(s) 7.40.320A3
		Lack of mechanical filtration system 7.40.320A4
		Lack of adequate fence around accessory structure (height; security) 7.40.330
⊠		County Ordinance Code § 7.40.400(B) The cultivation of marijuana on a parcel that not have an occupied, legally established Dwelling.
		County Ordinance Code § 7.40.400(C) Marijuana plants in public view as defined in 7.40.200 of this Chapter.
⊠	excee	County Ordinance Code § 7.40.400(D) The cultivation of marijuana in a manner that ds 6 plants lants: 345
⊠	the me produ	County Ordinance Code § 7.40.400(E) The improper use, storage and/or disposal (per anufactures' instruction and/or any law that governs same) of chemicals, fertilizers, gas cts (CO2, butane, etc.) or any other products or equipment associated with the ation of marijuana.
⊠	any pi	County Ordinance Code § 7.40.400(F) Any violation of any Ordinance or State law or ublic nuisance defined or known at common law or in equity jurisprudence, including but nited to the following violations:
	⊠	Conducting activities on a site which are not permitted uses in the established zone as identified in the Yuba County Ordinance Code, Title XI – Development Code, including utilizing accessory uses without first establishing a primary use
	Ø	Emplacement and occupancy of a recreational vehicle as a place of human habitation in violation of the Yuba County Ordinance Code, Chapter 10.20
	⊠	Construction/erection of a building/structure without first obtaining a building permit in violation of the Yuba County Ordinance Code, Chapter 10.05
		Accumulation and storage of abandoned, wrecked, dismantled or inoperable vehicles, or parts thereof, in violation of the Yuba County Ordinance Code, Chapter 7.35
		Maintaining an environment for the propagation and harborage of vector and vermin by the accumulation and storage of junk, trash and debris in violation of the Yuba County Ordinance Code, Chapter 7.36
		Discharging sewage to ground surface in violation of Yuba County Ordinance Code, Chapter 7.07

YOU ARE HEREBY ORDERED to abate the nuisance by removing the violations from the property on or before September 5, 2017, and prior to the date of the Administrative Hearing indicated below. You must contact Code Enforcement, whose phone number appears above, immediately to schedule an inspection to verify compliance. A hearing to appeal the determination of a public nuisance has been automatically set, and the mandatory appeal fee waived.

YOU ARE HEREBY ORDERED to appear before the Yuba County Board of Supervisors, at 915 8th Street, Marysville, CA, in the Board of Supervisors Chambers, on September 12, 2017 at the hour of 2:00P.M., or as soon thereafter as the matter may be heard. You will be given an opportunity to present testimony and submit evidence to show cause, if any there may be, why the subject property should not be considered a public nuisance and subject to abatement.

YOU ARE HEREBY ADVISED that an Administrative Penalty in the amount of \$35,800.00 per day, pursuant to Yuba County Code § 7.40.550 will begin to accrue upon a decision of the Yuba County Board of Supervisors' that confirms a public nuisance exists. The Administrative Penalty will continue to accrue until the violations of the Yuba County Ordinance Code have been confirmed removed by the Code Enforcement Division.

If you choose to self-abate the alleged nuisance and compliance has been verified by Yuba County Code Enforcement prior to the hearing set before the Yuba County Board of Supervisors, the hearing may be cancelled and you may not have to appear. Staff time associated with bringing the matter to hearing will not be billed to you.

If you fail to appear at the Administrative Hearing at the time and date provided above, the Hearing will be held in your absence before the Yuba County Board of Supervisors. Failure to appear at the Administrative Hearing constitutes a waiver of all rights to assert any defense, rights, or other relevant points in regards to the alleged public nuisance.

If after the hearing, a public nuisance is found to exist, you shall abate said violations as so ordered by the Yuba County Board of Supervisors. If you fail to comply with the Orders of the Board of Supervisors, the County will abate the nuisance. If the County abates the nuisance, you will be responsible for the actual costs of the abatement, and the Administrative Penalties, if any, which shall be paid within thirty (30) days from the date of the demand for payment. The "cost of abating a violation" shall include, but not be limited to, all "enforcement costs", the county's attorneys' fees, the cost of the administrative hearing, the cost of prior time and expenses associated with bringing the matter to hearing, the cost associated with any appeals from the decision of the administrative hearing, the cost of judicially abating the violation, the cost of labor and material necessary to physically abate the violation, and the cost of securing expert and other witnesses.

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

BE ADVISED: If the subject property is found to be in violation of any or all of the provisions stated above, the County will contend that you are bound by such finding at any subsequent and relative judicial action.

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

☑ POSTED PROPERTY

□ CERTIFIED MAIL 7017 0530 0001 1825 5144

DATED: August 31, 2017

Chris Monaco

Code Enforcement Officer

ENCL: Excerpts Yuba County Ordinance Code 7.40, Billing * 817



Billing Statement

DATE	INVOICE #
9/1/2017	817

BILL TO: MYLAN A LOGIN P O BOX 709 OREGON HOUSE, CA 95962

CASE INFORMATION

NUMBER: MMJ17-0140 OFFICER: C. MONACO APN: 048-170-067

13386 PROVIDENCE WAY, DOBBINS CERT # 7017 0530 0001 1825 5144 TERMS **DUE DATE**Net 30 **10/1/2017**

SERVICE DATE	DESCRIPTION OF CHARGES	RATE	HOURS	AMOUNT
8/3/2017 8/29/2017 8/30/2017 8/30/2017 8/31/2017 8/31/2017 9/1/2017	Received Complaint, Opened Case Research Property Warrant Prep for Inspection Warrant, Signing by Judge Inspection, 6 Officers @ 1 hr Notice & Order to Abate CDSA Support Fees (6%)	147.00 147.00 147.00 147.00 147.00 1,470.00 189.63	3 1 6	73.50 147.00 441.00 147.00 882.00 1,470.00 189.63

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

Total \$3,350.13

5 - 30 DAYS PAST DUE = 25%

31 + DAYS PAST DUE = 50%

COUNTY OF YUBA

PROOF OF SERVICE

I served a copy of the foregoing Notice and Order to Abate Public Nuisance (MMJ17-0140) on the following persons by:

Personally delivering a copy to:

Name: Mylan Login

Address: 13386 Providence Way

Dobbins, CA 95935

Date: August 31, 2017

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on August 5, 2015 at Marysville, California.

Signed

Community Development & Services Agency

Code Enforcement Division

Chris Monaco

915 8th Street, Suite #123

Marysville CA. 95901

(530) 749-5455

COUNTY OF YUBA

PROOF OF SERVICE

I served a copy of the foregoing Notice and Order to Abate Public Nuisance (MMJ17-0140) and Billing Statement # 817 on the following persons by:

•	3 x v	
	Mailing, postage prepaid, Certified/Return Recoproperty owner(s): Name: MYLAN A LOGIN Address: P.O. BOX 709, OREGON HOUSE, C Date of Delivery to Post Office: SEPTEMBER Registration No.: 7017 0530 0001 1825 5144	A 95962
	Emailing to the property owner(s): Name: Email Address: Date and Time of Email:	
	Mailing, postage prepaid, First Class Mail to the Name: Address: Date of Delivery to Post Office:	e tenant/cultivator(s):
	Mailing, postage prepaid, Certified/Return Receattorney(s): Name: Address: Date of Delivery to Post Office: Registration No.:	eipt Requested and First Class Mail to the
and cor	I declare under penalty of perjury under the laws rectand that this declaration was executed on SE	of the State of California that the foregoing is true PTEMBER 1, 2017 at Marysville, California. Community Development & Services Agency Code Enforcement Division Melanie Marquez 915 8th Street, Suite #123 Marysville CA. 95901 (530) 749-5455



ADMINISTRATIVE PENALTY WORKSHEET 7.40.550A-C

Case #: MMJ17-0140

APN: 048-170-067

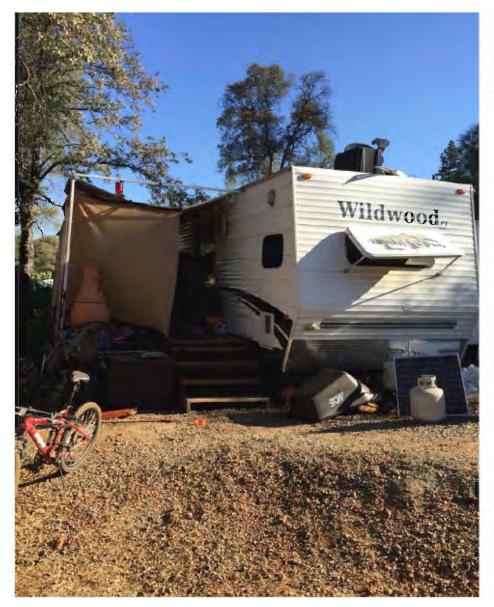
Owner: Mylan Login

Situs: 13386 Providence Way, Dobbins, CA 95935

Dates	Violation & Ordinance Number	Amount	Total per Day
	Number of Plants 345	X \$100.00	\$34,500.00
	Outdoor Cultivation 7.40.300A	\$100.00	\$100.00
	Cultivation of More than 6 Plants 7.40.300B	\$100.00	\$100.00
	Water source/discharges 7.40.310B	\$100.00	\$100.00
	Cultivation environment 7.40.300C	\$100.00	\$100.00
	Lack of Dwelling 7.40.310	\$100.00	\$100.00
	Unpermitted Structure 7.40.320A2	\$100.00	\$100.00
Commenced on	Us of extension cord(s) 7.40.320A3	\$100.00	\$100.00
	Improper use, storage and/or disposal or any other products or equipment associated with marijuana cultivation, YCOC 7.40.400(E)	\$100.00	\$100.00
	Construction of a building without permit, 10.05	\$100.00	\$100.00
	YCOC, Title XI – Development Code	\$100.00	\$100.00
	Emplacement and occupancy of a recreational vehicle as a place of human habitation, YCOC 10.05	\$100.00	\$100.00
	Maintaining an environment for the propagation and harborage of vector and vermin by the accumulation/storage of junk, trash, debris in violation of YCOC, Chapter		
	7.36	\$100.00	\$100.00
	Discharging Sewage to ground surface in violation of YCOS, Chapter 7.07	\$100.00	\$100.00
		Grand Total:	\$35,800.00

Photographs 13386 Providence Way

August 31, 2017













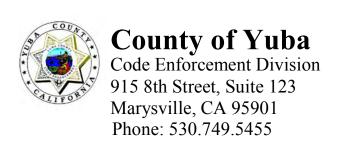












Billing Statement

DATE	INVOICE #
9/1/2017	817

BILL TO: MYLAN A LOGIN P O BOX 709 OREGON HOUSE, CA 95962

CASE INFORMATION

NUMBER: MMJ17-0140 OFFICER: C. MONACO APN: 048-170-067

13386 PROVIDENCE WAY, DOBBINS CERT # 7017 0530 0001 1825 5144

TERMS **DUE DATE**Net 30 **10/1/2017**

SERVICE DATE	DESCRIPTION OF CHARGES	RATE	HOURS	AMOUNT
8/3/2017 8/29/2017 8/30/2017 8/30/2017 8/31/2017 9/1/2017	Received Complaint, Opened Case Research Property Warrant Prep for Inspection Warrant, Signing by Judge Inspection, 2 Officers @ .75 hr Notice & Order to Abate CDSA Support Fees (6%)	147.00 147.00 147.00 147.00 1,470.00 1,89.63	1 3 1 6	73.50 147.00 441.00 147.00 882.00 1,470.00 189.63

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

Total \$3,350.13

5 - 30 DAYS PAST DUE = 25%

31 + DAYS PAST DUE = 50%

The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Kevin Mallen

SUBJECT: Administrative Appeal Hearing - Hold appeal hearing to determine public nuisance

for property located at Vacant Lot on Providence Way, Dobbins, CA 95935; APN:

048-170-063; Property Owner: David Login. (Community Development and

Services Agency) (20 minute estimate) (Roll Call Vote)

DATE: September 12, 2017

NUMBER: 438/2017

Recommendation:

Receive evidence and testimony regarding the subject property, and make findings and orders consistent with staff's recommendation contained in the attached Public Nuisance Hearing packet.

Discussion:

The attached Public Nuisance Hearing packet provides Code Enforcement's position and details regarding the existence of a public nuisance at the subject property.

Committee Action:

No Committee action is necessary; Public Nuisance Appeal Hearing.

Fiscal Impact:

General Fund – None Source of Funds – Hearing is covered by 3500 annual budget

Attachments:

438/2017 Public Nuisance Appeal Hearing RE: Vacant Lot on Providence Way, Dobbins, CA 95935



The County Of Yuba

Community Development & Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616



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

Public Nuisance Hearing

To: Yuba County Board of Supervisors

From: Kevin Mallen, CDSA Director

Jeremy Strang, Code Enforcement Manager

Date: September 12, 2017

Statement of Facts:

The property that is the subject of this hearing is Assessor's Parcel Number (APN) 048-170-063. The parcel is located off of Providence Way in the unincorporated area of the County of Yuba in the community of Dobbins; an address has been assigned because no permitted improvements have been made. The property has the zoning designation RR-5, Rural Residential 5 acre minimum, and is 5.21 acres in size.

David Login is the owner of record and is listed on the most recent equalized tax assessment. The grant deed (document # 2016-001773) was recorded on February 17, 2016.

Current Code Case:

Case Number: MMJ17-0138

Date: 8/3/2017

Complaint: Marijuana Cultivation

Disposition: Cultivation of 219 marijuana plants outdoors; Construction of

approximately 6 hoop-style greenhouses without permits; Emplacement of a recreational vehicle without permits; Notice and Order to Abate

Public Nuisance and Administrative Order to Appear issued.

Case Closed: N/A

On, or about, August 3, 2017, the Code Enforcement Division received a citizen complaint of illegal marijuana cultivation operations within the communities of Dobbins and Oregon House. Utilizing Google Earth Pro, routine research was conducted of the target area. Recent Google satellite aerial imagery, acquired June 29, 2017, shows violations of the Yuba County Ordinance Code consisting of the construction of 6 hoop-style greenhouse structures, and the emplacement of a recreational vehicle.

On August 30, 2017, the Honorable Stephen W. Berrier, Judge of the Superior Court, signed an inspection warrant commanding Code Enforcement to perform an inspection of the subject property for the purpose of identifying the full nature and extent of violations existing on the subject property (See Attachment A – Inspection Warrant).

Public Nuisance Declared:

On August 31, 2017, the inspection warrant was executed and an inspection was performed. Pursuant to his observations, Officer Monaco issued a Notice and Order to Abate Public Nuisance and Administrative Order to Appear. Violations include, but are not limited to:

- 1. Marijuana being cultivated outdoors
- 2. The number of plants, 219, exceeds the maximum amount allowed
- 3. Cultivation of marijuana on a property that lacks a permitted and legally occupied dwelling
- 4. The cultivation of marijuana is not within a qualifying accessory structure or the dwelling
- 5. Construction of 6 hoop-style greenhouses without required permits
- 6. Emplacement of a recreational vehicle as a place of human habitation
- 7. Hazardous electrical
- 8. Utilizing accessory uses on a parcel without first establishing a primary use

The Notice and Order to Abate Public Nuisance and Administrative Order to Appear ["Order"] (see **Attachment B – Notice and Order**) was posted on the property and also sent by U.S. Mail, both Certified Mail with Return Receipt and First Class to the address listed on file; a proof of Service for each was completed (see **Attachment C – Proof of Service**).

The Order alleges the following nuisances:

- 1. 7.40.400A Cultivation of marijuana in violation of any of the provisions of Chapter 7.40 of the Yuba County Ordinance Code Outdoor cultivation of marijuana plants;
- 2. 7.40.400B Cultivation on a parcel without occupied, legally established dwelling
- 3. 7.40.400D The cultivation of marijuana in a manner that exceeds six (6) plants cultivation of 219 marijuana plants outdoors.
- 4. 7.40.400E Improper use, storage or disposal of chemicals, fertilizers
- 5. 7.40.400F Any violation of any Ordinance or State law Emplacement of a recreational vehicle as a place of human habitation; the construction of 6 greenhouse accessory structures without first obtaining the required permits; hazardous electrical.

Yuba County Ordinance Code, Section 7.40.540B requires that the nuisance be abated within a reasonable time certain, normally being 3 days from the date the Order is issued. The Code also requires that an Administrative Penalty be imposed. An Administrative Penalty, calculated pursuant to Section 7.40.550, of \$23,000.00 (see **Attachment D – Administrative Penalty Worksheet**) per day shall begin to accrue, as stated in the Order, upon the decision of the Yuba County Board of Supervisors, and shall continue to accrue until the violations have been abated and confirmed removed by Yuba County Code Enforcement.

Attached and incorporated as part of this report as **Attachment E** – **Photographs**, are photographs taken on August 31, 2017, by Code Enforcement. The photographs show the violations as listed in the Order, and support the existence of a public nuisance.

Applicable Law:

YUBA COUNTY ORDINANCE CODE CHAPTER 7.40, MARIJUANA CULTIVATION

7.40.300 Cultivation Restrictions

- A. Outdoor cultivation on any Parcel is prohibited.
- **B.** Cultivation of more than six (6) plants within a single Residence or within a single Accessory Structure on any Parcel is prohibited. [...]
- 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.

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. [...]
- **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. [...]
- 3. The residence or accessory structure shall be equipped with permanently installed and permitted electricity, and shall not be served by temporary extension cords. [...]

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.
- **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 equity jurisprudence.

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; 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.

YUBA COUNTY ORDINANCE CODE CHAPTER 7.36, PROPERTY MAINTENANCE

7.36.310(a) ... a public nuisance shall be deemed to exist when any of the following conditions or circumstances are present:

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

YUBA COUNTY ORDINANCE CODE CHAPTER 10.05, BUILDING STANDARDS AND CONSTRUCTION CODE

10.05.400 Permits Required

A. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit...

YUBA COUNTY ORDINANCE CODE CHAPTER 10.20, REGULATING THE EMPLACEMENT OF TRAVEL TRAILERS AND MOTOR HOMES AS TEMPORARY RESIDENCES CODE

10.20.030 Permit; Required

No person shall emplace or occupy as a place of human habitation any travel trailer or motor home regulated by this Chapter unless and until a travel trailer or motor home Emplacement Permit is issued by the Building Official, and only during the term of such permit.

YUBA COUNTY ORDINANCE CODE CHAPTER 11.67, (DEVELOPMENT CODE) ENFORCEMENT AND ABATEMENT PROCEDURES

11.67.040 Violations Declared as Public Nuisance

- **A.** Any of the following activities in violation of this Code shall be declared a public nuisance and may be abated in the manner prescribed by law:
 - 1. Activity Inconsistent with the Development Code. Any development, use or other activity of any building, structure, sign or use of any land in contravention of any provision or any regulation of this Code.
 - 2. Activity Inconsistent with Permit or Approval. Any development, use, or other activity in any way inconsistent with the terms or conditions of any permit or approval required to engage in such activity, whether issued under or required by this Code.

Additional Information:

In preparing for this hearing a review of the property's history resulted in the following information:

- 1. A review of Google Earth images, including historical images, supports the construction of accessory structures without permits since as early as 2015 as well as the cultivation of marijuana.
- 2. The property does not have any history of code violations

Recommendation:

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

- 1. Confirm the existence of a public nuisance for conditions in violation of 7.40 of the Yuba County Ordinance Code on the subject property;
- 2. Order that all nuisance conditions associated with marijuana cultivation in violation of 7.40 of the Yuba County Ordinance Code on the subject property be abated by 5:00P.M. September 13, 2017:
- 3. Order that the property owners submit to an inspection at 8:00A.M. on September 14, 2017, or as soon thereafter that an inspection can be performed, to verify compliance;
- 4. Order that Yuba County Code Enforcement set a Cost Accounting Hearing before the Board of Supervisors after the final compliance inspection has been performed to determine the costs of enforcement and Administrative Penalty, if any, to be imposed pursuant to Section 7.40.550.
- 5. Confirm enforcement costs of \$2,804.76 accrued to date (see **Attachment F Billing Statement**).

SUPERIOR COURT OF CALIFORNIA COUNTY OF YUBA

In the Matter of the Application)	NO. CRSW17-BD
Of the County of Yuba)	INSPECTION WARRANT
•)	CCP § 1822.50 et seq.

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

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

Vacant Lot off of Providence Way, Dobbins, CA 95935; Assessor's Parcel Number: 048-170-063

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

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

Which inspection shall extend from property boundary to property boundary of the above numbered parcel, to include all the interior of all dwellings, accessory structures, vehicles, utility trailers and recreational vehicles.

The warrant shall be effective for a period not to exceed 14 days from the date the warrant is signed.

The warrant shall be returned to the undersigned judge upon its execution.

Upon good cause being shown pursuant the Code of Civil Procedure §1822.56, the affiant, and other personnel as required, are authorized to proceed onto the property without 24 hour advance notice, without the presence of the owner or occupant(s) of said property, and to use forcible entry, if needed, to execute this warrant. Said entry is reasonably necessary to effectuate the purpose of the regulations being enforced

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

Given under my hand and dated this 30th day of August 2017, at 9:30 AMPM.

UDGE OF THE SUPERIOR COU

STEPHEN W. BERRIER



The County Of Yuba

Community Development & Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616

Marysville, Ca



NOTICE AND ORDER TO ABATE PUBLIC NUISANCE AND

ADMINISTRATIVE ORDER TO APPEAR MMJ17-0138

PROPERTY OWNER ADDRESS	_	CULTIVATOR(S) ADDRESS
DAVID LOGIN		SAME
P.O. BOX 709 OREGON HOUSE, CA 95962		
VIOLATION ADDRESS:	VACANT LOT OFF OF PROVIDENCE WAY DOBBINS, CA 95935	
APN:	048-170-063	

PLEASE TAKE NOTICE: that the use and condition of the subject property has been determined by Yuba County Code Enforcement to violate the Yuba County Ordinance Code and is therefore declared a public nuisance. The conditions that create a public nuisance on said property are as follows:

Yuba County Ordinance Code § 7.40.400(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

⊠	Outdoor cultivation 7.40.300A - PROHIBITED
	Cultivation of more than 6 plants 7.40.300B NUMBER OF PLANTS: 219
	Water source/discharges 7.40.310B
⊠	Cultivation environment; health, safety, welfare; dust, odor, traffic, chemicals 7.40.300C
⊠	Lack of dwelling 7.40.310
⊠	Unpermitted accessory structure 7.40.320A1
	Accessory structure w/in setback 7.40.320A2

		Use of extension cord(s) 7.40.320A3
		Lack of mechanical filtration system 7.40.320A4
		Lack of adequate fence around accessory structure (height; security) 7.40.330
\boxtimes		County Ordinance Code § 7.40.400(B) The cultivation of marijuana on a parcel that ot have an occupied, legally established Dwelling.
		County Ordinance Code § 7.40.400(C) Marijuana plants in public view as defined in 17.40.200 of this Chapter.
⊠	exceed	County Ordinance Code § 7.40.400(D) The cultivation of marijuana in a manner that ls 6 plants ants:219
⊠	the ma produc cultiva	County Ordinance Code § 7.40.400(E) The improper use, storage and/or disposal (per nufactures' instruction and/or any law that governs same) of chemicals, fertilizers, gas ets (CO2, butane, etc.) or any other products or equipment associated with the tion of marijuana.
\boxtimes	any pu	County Ordinance Code § 7.40.400(F) Any violation of any Ordinance or State law or blic nuisance defined or known at common law or in equity jurisprudence, including but nited to the following violations:
		Conducting activities on a site which are not permitted uses in the established zone as identified in the Yuba County Ordinance Code, Title XI – Development Code, including utilizing accessory uses without first establishing a primary use
	⊠	Emplacement and occupancy of a recreational vehicle as a place of human habitation in violation of the Yuba County Ordinance Code, Chapter 10.20
		Construction/erection of a building/structure without first obtaining a building permit in violation of the Yuba County Ordinance Code, Chapter 10.05
		Accumulation and storage of abandoned, wrecked, dismantled or inoperable vehicles, or parts thereof, in violation of the Yuba County Ordinance Code, Chapter 7.35
	⊠	Maintaining an environment for the propagation and harborage of vector and vermin by the accumulation and storage of junk, trash and debris in violation of the Yuba County Ordinance Code, Chapter 7.36

YOU ARE HEREBY ORDERED to abate the nuisance by removing the violations from the property on or before September 5, 2017, and prior to the date of the Administrative Hearing indicated below. You must contact Code Enforcement, whose phone number appears above, immediately to schedule an inspection to verify compliance. A hearing to appeal the determination of a public nuisance has been automatically set, and the mandatory appeal fee waived.

YOU ARE HEREBY ORDERED to appear before the Yuba County Board of Supervisors, at 915 8th Street, Marysville, CA, in the Board of Supervisors Chambers, on September 12, 2017 at the hour of 2:00P.M., or as soon thereafter as the matter may be heard. You will be given an opportunity to present testimony and submit evidence to show cause, if any there may be, why the subject property should not be considered a public nuisance and subject to abatement.

YOU ARE HEREBY ADVISED that an Administrative Penalty in the amount of \$23,000.00 per day, pursuant to Yuba County Code § 7.40.550 will begin to accrue upon a decision of the Yuba County Board of Supervisors' that confirms a public nuisance exists. The Administrative Penalty will continue to accrue until the violations of the Yuba County Ordinance Code have been confirmed removed by the Code Enforcement Division.

If you choose to self-abate the alleged nuisance and compliance has been verified by Yuba County Code Enforcement prior to the hearing set before the Yuba County Board of Supervisors, the hearing may be cancelled and you may not have to appear. Staff time associated with bringing the matter to hearing will not be billed to you.

If you fail to appear at the Administrative Hearing at the time and date provided above, the Hearing will be held in your absence before the Yuba County Board of Supervisors. Failure to appear at the Administrative Hearing constitutes a waiver of all rights to assert any defense, rights, or other relevant points in regards to the alleged public nuisance.

If after the hearing, a public nuisance is found to exist, you shall abate said violations as so ordered by the Yuba County Board of Supervisors. If you fail to comply with the Orders of the Board of Supervisors, the County will abate the nuisance. If the County abates the nuisance, you will be responsible for the actual costs of the abatement, and the Administrative Penalties, if any, which shall be paid within thirty (30) days from the date of the demand for payment. The "cost of abating a violation" shall include, but not be limited to, all "enforcement costs", the county's attorneys' fees, the cost of the administrative hearing, the cost of prior time and expenses associated with bringing the matter to hearing, the cost associated with any appeals from the decision of the administrative hearing, the cost of judicially abating the violation, the cost of labor and material necessary to physically abate the violation, and the cost of securing expert and other witnesses.

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

BE ADVISED: If the subject property is found to be in violation of any or all of the provisions stated above, the County will contend that you are bound by such finding at any subsequent and relative judicial action.

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

☑ POSTED PROPERTY

□ PERSONAL SERVICE

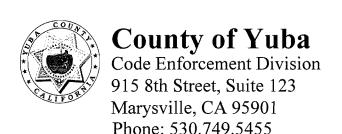
⊠ CERTIFIED MAIL 7017 1070 0000 5908 9778

DATED: August 31, 2017

Chris Monaco

Code Enforcement Officer

ENCL: Excerpts Yuba County Ordinance Code 7.40, Billing Statement #810



Billing Statement

DATE	INVOICE#
9/1/2017	810

BILL TO: DAVID LOGIN P O BOX 709 OREGON HOUSE, CA 95962

CASE INFORMATION

NUMBER: MMJ17-0138 OFFICER: C. MONACO APN: 048-170-063

VACANT LOT, DOBBINS CERT # 7017 1070 0000 5908 9778 TERMS **DUE DATE**Net 30 **10/1/2017**

SERVICE DATE	DESCRIPTION OF CHARGES	RATE	HOURS	AMOUNT
8/3/2017 8/29/2017 8/29/2017 8/30/2017 8/31/2017 8/31/2017 9/1/2017	Received Complaint, Opened Case Research Property Warrant Prep for Inspection Warrant, Signing by Judge Inspection, 5 Officers @ 0.5 hr Notice & Order to Abate CDSA Support Fees (6%)	RATE 147.00 147.00 147.00 147.00 147.00 1,470.00 1,58.76	0.5 1 3 1 2.5	73.50 147.00 441.00 147.00 367.50 1,470.00 158.76

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

Total \$2,804.76

5 - 30 DAYS PAST DUE = 25%

31 + DAYS PAST DUE = 50%

COUNTY OF YUBA

PROOF OF SERVICE

I served a copy of the foregoing **Notice and Order to Abate Public Nuisance (MMJ17-0138)** on the following persons by:

Posted to the property:

Name: David Login

Address: Vacant Lot, Providence Way, Dobbins, CA 95935

APN: 048-170-063

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on August 31, 2017 at Marysville, California.

Signed

Community Development & Services Agency

Code Enforcement Division

Christopher Monaco

915 8th Street, Suite #123

Marysville CA. 95901

(530) 749-5455

COUNTY OF YUBA

PROOF OF SERVICE

I served a copy of the foregoing Notice and Order to Abate Public Nuisance (MMJ17-0138) and Billing Statement # 810 on the following persons by:

	Mailing, postage prepaid, Certified/Return Rec property owner(s): Name: DAVID LOGIN Address: P.O. BOX 709, OREGON HOUSE, C Date of Delivery to Post Office: SEPTEMBER Registration No.: 7017 1070 0000 5908 9778	A 95962
	Emailing to the property owner(s): Name: Email Address: Date and Time of Email:	
\boxtimes	Mailing, postage prepaid, Certified/Return Rectenant/cultivator(s): Name: Address: Date of Delivery to Post Office: Registration No.:	eipt Requested and First Class Mail to the
	Mailing, postage prepaid, Certified/Return Recattorney(s): Name: Address: Date of Delivery to Post Office: Registration No.:	eipt Requested and First Class Mail to the
and cor	I declare under penalty of perjury under the laws rest, and that this declaration was executed on SE	coff the State of California that the foregoing is true EPTEMBER 1, 2017 at Marysville, California. Community Development & Services Agency Code Enforcement Division Melanie Marquez 915 8th Street, Suite #123 Marysville CA. 95901 (530) 749-5455



ADMINISTRATIVE PENALTY WORKSHEET 7.40.550A-C

Case #: MMJ17-0138

APN: 048-170-063

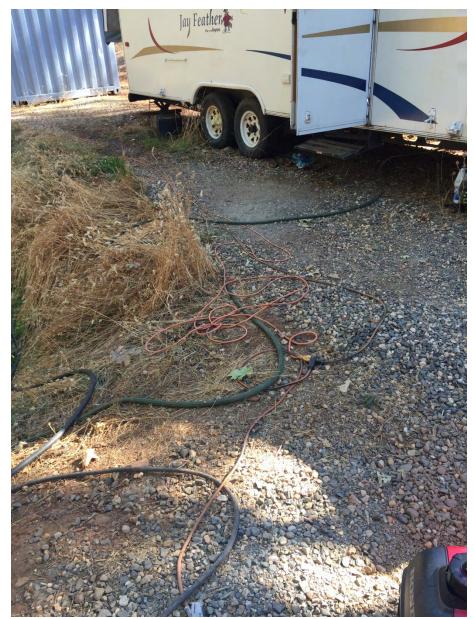
Owner: David Login

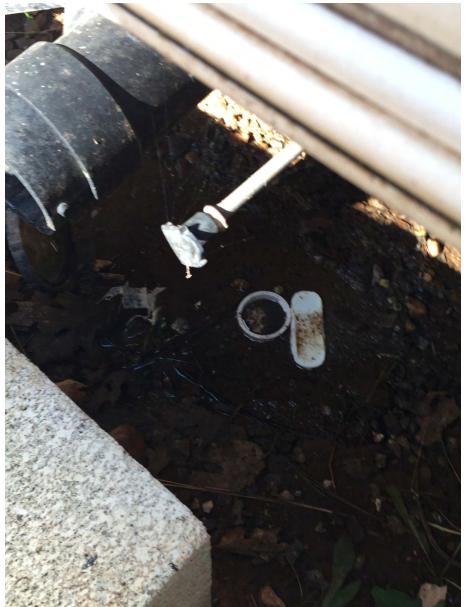
Situs: Vacant Lot on Providence Way, Dobbins, CA 95935

Dates	Violation & Ordinance Number	Amount	Total per Day
	Number of Plants 219	X \$100.00	\$21,900.00
	Outdoor Cultivation 7.40.300A	\$100.00	\$100.00
	Cultivation of More than 6 Plants 7.40.300B	\$100.00	\$100.00
	Cultivation Environment 7.40.300C	\$100.00	\$100.00
	Lack of Dwelling 7.40.310	\$100.00	\$100.00
	Unpermitted Structure 7.40.320A2	\$100.00	\$100.00
	Us of extension cord(s) 7.40.320A3	\$100.00	\$100.00
Commenced on	Improper use, storage and/or disposal or any other products or equipment associated with marijuana cultivation, YCOC 7.40.400(E)	\$100.00	\$100.00
	Maintaining an environment for the propagation and harborage of vector and vermin by the accumulation/storage of junk, trash, debris in violation of YCOC,		
	Chapter 7.36 Construction of a building without	\$100.00	\$100.00
	permit, 10.05	\$100.00	\$100.00
	YCOC, Title XI – Development Code	\$100.00	\$100.00
	Emplacement and occupancy of a recreational vehicle as a place of human habitation, YCOC 10.05	\$100.00	\$100.00
		Grand Total:	\$23,000.00

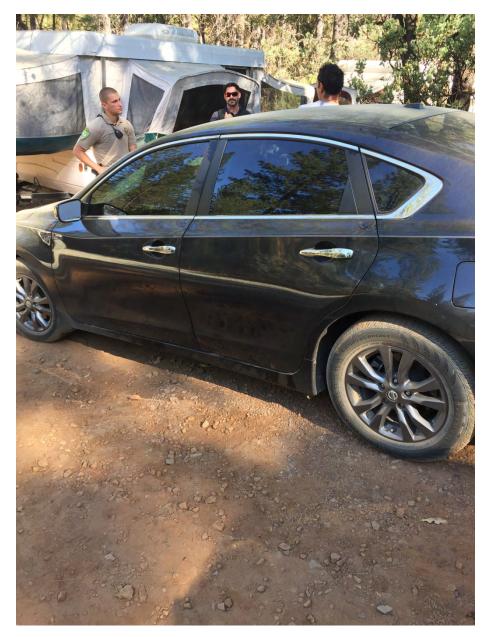
Photographs Vacant Lot, Providence Way

August 31, 2017





Attachment E





Attachment E





Attachment E

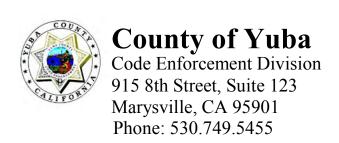




Attachment E







Billing Statement

DATE	INVOICE #
9/1/2017	810

BILL TO: DAVID LOGIN P O BOX 709 OREGON HOUSE, CA 95962

CASE INFORMATION

NUMBER: MMJ17-0138 OFFICER: C. MONACO APN: 048-170-063

VACANT LOT, DOBBINS

CERT # 7017 1070 0000 5908 9778

TERMS **DUE DATE**Net 30 **10/1/2017**

SERVICE DATE	DESCRIPTION OF CHARGES	RATE	HOURS	AMOUNT
8/3/2017 8/29/2017 8/29/2017 8/30/2017 8/31/2017 9/1/2017	Received Complaint, Opened Case Research Property Warrant Prep for Inspection Warrant, Signing by Judge Inspection, 2 Officers @ .75 hr Notice & Order to Abate CDSA Support Fees (6%)	147.00 147.00 147.00 147.00 1,470.00 1,58.76	0.5 1 3 1 2.5	73.50 147.00 441.00 147.00 367.50 1,470.00 158.76

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

Total \$2,804.76

5 - 30 DAYS PAST DUE = 25%

31 + DAYS PAST DUE = 50%

The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Kevin Mallen

SUBJECT: Administrative Appeal Hearing - Hold appeal hearing to determine public nuisance

for property located at 13918 McMenamin Way, Oregon House, CA 95962; APN: 048-150-003; Property Owners: Roger E and Francis M Bird, Trustees of the Bird Family Trust. (Community Development and Services Agency) (20 minute estimate)

(Roll Call Vote)

DATE: September 12, 2017

NUMBER: 439/2017

Recommendation:

Receive evidence and testimony regarding the subject property, and make findings and orders consistent with staff's recommendation contained in the attached Public Nuisance Hearing packet.

Discussion:

The attached Public Nuisance Hearing packet provides Code Enforcement's position and details regarding the existence of a public nuisance at the subject property.

Committee Action:

No Committee action is necessary; Public Nuisance Appeal Hearing.

Fiscal Impact:

General Fund - None

Source of Funds – Hearing is covered by 3500 annual budget

Attachments:

439/2017 Public Nuisance Hearing 13918 McMenamin Way



The County Of Yuba

Community Development & Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616



Public Nuisance Hearing

To: Yuba County Board of Supervisors

From: Kevin Mallen, CDSA Director

Jeremy Strang, Code Enforcement Manager

Date: September 12, 2017

Statement of Facts:

The property that is the subject of this hearing is Assessor's Parcel Number (APN) 048-150-003. The parcel is located in the unincorporated area of the County of Yuba in the community of Dobbins and is commonly referred to as 13918 McMenamin Way. The property has the zoning designation RR-5, Rural Residential 5 acre minimum, and is 10.29 acres in size. The property is improved with modular home.

Roger E. & Francis M. (Trustees) Bird, Bird Family Trust is the owner of record and is listed on the most recent equalized tax assessment. The grant deed (document # 2014R-013467) was recorded on December 12, 2014.

Current Code Case:

Case Number: MMJ17-0125

Date: 8/3/2017

Complaint: Marijuana Cultivation

Disposition: Cultivation of 384 marijuana plants outdoors; Construction of 3 hoop-

style greenhouses without permits; Notice and Order to Abate Public

Nuisance and Administrative Order to Appear issued.

Case Closed: N/A

On, or about, August 3, 2017, the Code Enforcement Division received a citizen complaint of illegal marijuana cultivation operations within the communities of Dobbins and Oregon House. Utilizing Google Earth Pro, routine research was conducted of the target area. Recent Google satellite aerial imagery, acquired June 29, 2017, shows violations of the Yuba County Ordinance Code consisting of the construction of 3 hoop-style greenhouse structures.

On August 30, 2017, the Honorable Stephen W. Berrier, Judge of the Superior Court, signed an inspection warrant commanding Code Enforcement to perform an inspection of the subject property for the purpose of identifying the full nature and extent of violations existing on the subject property (**See Attachment A – Inspection Warrant**).

Public Nuisance Declared:

On August 31, 2017, the inspection warrant was executed and an inspection was performed. Pursuant to his observations, Officer Monaco issued a Notice and Order to Abate Public Nuisance and Administrative Order to Appear. Violations include, but are not limited to:

- 1. Marijuana being cultivated outdoors
- 2. The number of plants, 384, exceeds the maximum amount allowed
- 3. The cultivation of marijuana is not within a qualifying accessory structure or the dwelling
- 4. Construction of 3 hoop-style greenhouses without required permits
- 5. Hazardous electrical
- 6. Accumulation of junk, trash and debris
- 7. Illegal grading

The Notice and Order to Abate Public Nuisance and Administrative Order to Appear ["Order"] (see **Attachment B – Notice and Order**) posted on the property. The Order was also sent to the property owner of record by U.S. Mail, both Certified Mail with Return Receipt and First Class to the address listed on file; a proof of Service for each was completed (see **Attachment C – Proof of Service**).

The Order alleges the following nuisances:

- 1. 7.40.400A Cultivation of marijuana in violation of any of the provisions of Chapter 7.40 of the Yuba County Ordinance Code Outdoor cultivation of marijuana plants;
- 2. 7.40.400D The cultivation of marijuana in a manner that exceeds six (6) plants cultivation of 384 plants outdoors
- 3. 7.40.400E Improper use, storage or disposal of chemicals, fertilizers
- 4. 7.40.400F Any violation of any Ordinance or State law the construction of 3 greenhouse accessory structures without first obtaining the required permits; hazardous electrical; illegal grading; accumulation of junk, trash and debris.

Yuba County Ordinance Code, Section 7.40.540B requires that the nuisance be abated within a reasonable time certain, normally being 3 days from the date the Order is issued. The Code also requires that an Administrative Penalty be imposed. An Administrative Penalty, calculated pursuant to Section 7.40.550, of \$39,400.00 (see **Attachment D – Administrative Penalty Worksheet**) per day shall begin to accrue, as stated in the Order, upon the decision of the Yuba County Board of Supervisors, and shall continue to accrue until the violations have been abated and confirmed removed by Yuba County Code Enforcement.

Attached and incorporated as part of this report as **Attachment E – Photographs**, are photographs taken on August 31, 2017, by Code Enforcement. The photographs show the violations as listed in the Order, and support the existence of a public nuisance.

Applicable Law:

YUBA COUNTY ORDINANCE CODE CHAPTER 7.40, MARIJUANA CULTIVATION

7.40.300 Cultivation Restrictions

- A. Outdoor cultivation on any Parcel is prohibited.
- **B.** Cultivation of more than six (6) plants within a single Residence or within a single Accessory Structure on any Parcel is prohibited. [...]
- 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.

7.40.310 Cultivation Requirements

- **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. [...]
- 3. The residence or accessory structure shall be equipped with permanently installed and permitted electricity, and shall not be served by temporary extension cords. [...]

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.
- **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 equity jurisprudence.

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; 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.

YUBA COUNTY ORDINANCE CODE CHAPTER 7.36, PROPERTY MAINTENANCE

7.36.310(a) ... a public nuisance shall be deemed to exist when any of the following conditions or circumstances are present:

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

YUBA COUNTY ORDINANCE CODE CHAPTER 10.05, BUILDING STANDARDS AND CONSTRUCTION CODE

10.05.400 Permits Required

A. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit...

YUBA COUNTY ORDINANCE CODE CHAPTER 11.23, (DEVELOPMENT CODE) GRADING DRAINAGE AND EROSION CONTROL

11.23.020 Applicability

A3. A grading permit is required for any grading and/or other construction activity with ground disturbance of more than one acre, or any grading and/or construction activity smaller than one acre but part of a greater plan involving over one acre.

Additional Information:

In preparing for this hearing a review of the property's history resulted in the following information:

- 1. Permit History: 00-1059/01-0068 Modular Home Finaled; B15-1620 Detached Garage Expired.
- 2. A review of Google Earth images, including historical images, supports the construction of accessory structures without permits since as early as 2015 as well as the cultivation of marijuana.
- 3. The property has a history of code violations consisting of marijuana cultivation (MMJ13-0091) and construction without a valid Building Permit (BLD15-0038).

Recommendation:

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

- 1. Confirm the existence of a public nuisance for conditions in violation of 7.40 of the Yuba County Ordinance Code on the subject property;
- 2. Order that all nuisance conditions associated with marijuana cultivation in violation of 7.40 of the Yuba County Ordinance Code on the subject property be abated by 5:00P.M. September 13, 2017:
- 3. Order that the property owners submit to an inspection at 8:00A.M. on September 14, 2017, or as soon thereafter that an inspection can be performed, to verify compliance;
- 4. Order that Yuba County Code Enforcement set a Cost Accounting Hearing before the Board of Supervisors after the final compliance inspection has been performed to determine the costs of enforcement and Administrative Penalty, if any, to be imposed pursuant to Section 7.40.550.
- 5. Confirm enforcement costs of \$3,350.13 accrued to date (see **Attachment F Billing Statement**).

SUPERIOR COURT OF CALIFORNIA COUNTY OF YUBA

In the Matter of the Application)	NO. 17-143
Of the County of Yuba)	INSPECTION WARRANT
-)	CCP § 1822.50 et seq.
	Ś	*

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

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

13918 McMenamin Way, Oregon House, CA 95962; Assessor's Parcel Number: 048-150-003

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

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

Which inspection shall extend from property boundary to property boundary of the above numbered parcel, to include all the interior of all dwellings, accessory structures, vehicles, utility trailers and recreational vehicles.

The warrant shall be effective for a period not to exceed 14 days from the date the warrant is signed.

The warrant shall be returned to the undersigned judge upon its execution.

Upon good cause being shown pursuant the Code of Civil Procedure §1822.56, the affiant, and other personnel as required, are authorized to proceed onto the property without 24 hour advance notice, without the presence of the owner or occupant(s) of said property, and to use forcible entry, if needed, to execute this warrant. Said entry is reasonably necessary to effectuate the purpose of the regulations being enforced

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

Given under my hand and dated this 3/day of August 2017, at 3/day

BENJAMIN WIRTSCHAFTER



The County Of Yuba

Community Development & Services Agency

CODE ENFORCEMENT

Suite 123, Marysville, Cali

Telephone: (530) 749-5455

Fax: (530) 749-5616



NOTICE AND ORDER TO ABATE PUBLIC NUISANCE AND ADMINISTRATIVE ORDER TO APPEAR

MMJ17-0125

CULTIVATOR	PROPERTY OWNER
ADDRESS	ADDRESS
NICK BIRD	ROGER E & FRANCIS M BIRD, TRUSTEES
NICK BIRD	BIRD FAMILY TRUST
512 HENRY STREET	5573 HARBORD DRIVE
OAKLAND, CA 94607	OAKLAND, CA 94618

VIOLATION ADDRESS:

13918 MCMENAMIN WAY
OREGON HOUSE, CA 95962

048-150-003

PLEASE TAKE NOTICE: that the use and condition of the subject property has been determined by Yuba County Code Enforcement to violate the Yuba County Ordinance Code and is therefore declared a public nuisance. The conditions that create a public nuisance on said property are as follows:

Yuba County Ordinance Code § 7.40.400(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

	Outdoor cultivation 7.40.300A - PROHIBITED
\boxtimes	Cultivation of more than 6 plants 7.40.300B NUMBER OF PLANTS: 384
×	Water source/discharges 7.40.310B
\boxtimes	Cultivation environment; health, safety, welfare; dust, odor, traffic, chemicals 7.40.300C
	Lack of dwelling 7.40.310
\boxtimes	Unpermitted accessory structure 7.40.320A1
	Accessory structure w/in setback 7.40.320A2
_	

		Use of extension cord(s) 7.40.320A3		
		Lack of mechanical filtration system 7.40.320A4		
		Lack of adequate fence around accessory structure (height; security) 7.40.330		
		County Ordinance Code § 7.40.400(B) The cultivation of marijuana on a parcel that not have an occupied, legally established Dwelling.		
		County Ordinance Code § 7.40.400(C) Marijuana plants in public view as defined in 7.40.200 of this Chapter.		
⊠	excee	County Ordinance Code § 7.40.400(D) The cultivation of marijuana in a manner that ds 6 plants lants:384		
⊠	the me produ	County Ordinance Code § 7.40.400(E) The improper use, storage and/or disposal (per anufactures' instruction and/or any law that governs same) of chemicals, fertilizers, gas cts (CO2, butane, etc.) or any other products or equipment associated with the attion of marijuana.		
 cultivation of marijuana. Yuba County Ordinance Code § 7.40.400(F) Any violation of any Ordinance or State law of any public nuisance defined or known at common law or in equity jurisprudence, including by not limited to the following violations: 				
		Conducting activities on a site which are not permitted uses in the established zone as identified in the Yuba County Ordinance Code, Title XI – Development Code, including utilizing accessory uses without first establishing a primary use		
		Emplacement and occupancy of a recreational vehicle as a place of human habitation in violation of the Yuba County Ordinance Code, Chapter 10.20		
	⊠	Construction/erection of a building/structure without first obtaining a building permit in violation of the Yuba County Ordinance Code, Chapter 10.05		
		Accumulation and storage of abandoned, wrecked, dismantled or inoperable vehicles, or parts thereof, in violation of the Yuba County Ordinance Code, Chapter 7.35		
	⊠	Maintaining an environment for the propagation and harborage of vector and vermin by the accumulation and storage of junk, trash and debris in violation of the Yuba County Ordinance Code, Chapter 7.36		
	\boxtimes	Unpermitted grading in violation of the Yuba County Ordinance Code, Chapter 11.23		

YOU ARE HEREBY ORDERED to abate the nuisance by removing the violations from the property on or before September 5, 2017, and prior to the date of the Administrative Hearing indicated below. You must contact Code Enforcement, whose phone number appears above, immediately to schedule an inspection to verify compliance. A hearing to appeal the determination of a public nuisance has been automatically set, and the mandatory appeal fee waived.

YOU ARE HEREBY ORDERED to appear before the Yuba County Board of Supervisors, at 915 8th Street, Marysville, CA, in the Board of Supervisors Chambers, on September 12, 2017 at the hour of 2:00P.M., or as soon thereafter as the matter may be heard. You will be given an opportunity to present testimony and submit evidence to show cause, if any there may be, why the subject property should not be considered a public nuisance and subject to abatement.

YOU ARE HEREBY ADVISED that an Administrative Penalty in the amount of \$39,400.00 per day, pursuant to Yuba County Code § 7.40.550 will begin to accrue upon a decision of the Yuba County Board of Supervisors' that confirms a public nuisance exists. The Administrative Penalty will continue to accrue until the violations of the Yuba County Ordinance Code have been confirmed removed by the Code Enforcement Division.

If you choose to self-abate the alleged nuisance and compliance has been verified by Yuba County Code Enforcement prior to the hearing set before the Yuba County Board of Supervisors, the hearing may be cancelled and you may not have to appear. Staff time associated with bringing the matter to hearing will not be billed to you.

If you fail to appear at the Administrative Hearing at the time and date provided above, the Hearing will be held in your absence before the Yuba County Board of Supervisors. Failure to appear at the Administrative Hearing constitutes a waiver of all rights to assert any defense, rights, or other relevant points in regards to the alleged public nuisance.

If after the hearing, a public nuisance is found to exist, you shall abate said violations as so ordered by the Yuba County Board of Supervisors. If you fail to comply with the Orders of the Board of Supervisors, the County will abate the nuisance. If the County abates the nuisance, you will be responsible for the actual costs of the abatement, and the Administrative Penalties, if any, which shall be paid within thirty (30) days from the date of the demand for payment. The "cost of abating a violation" shall include, but not be limited to, all "enforcement costs", the county's attorneys' fees, the cost of the administrative hearing, the cost of prior time and expenses associated with bringing the matter to hearing, the cost associated with any appeals from the decision of the administrative hearing, the cost of judicially abating the violation, the cost of labor and material necessary to physically abate the violation, and the cost of securing expert and other witnesses.

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

BE ADVISED: If the subject property is found to be in violation of any or all of the provisions stated above, the County will contend that you are bound by such finding at any subsequent and relative judicial action.

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

□ CERTIFIED MAIL 7017 1070 0000 5908 9822

DATED: August 31, 2017

Chris Monaco

Code Enforcement Officer

ENCL: Excerpts Yuba County Ordinance Code 7.40, Billing 14



County of Yuba Code Enforcement Division

Code Enforcement Division 915 8th Street, Suite 123 Marysville, CA 95901 Phone: 530,749,5455

Billing Statement

DATE	INVOICE #
9/1/2017	814

BILL TO:

PROPERTY OWNERS: ROGER E & FRANCIS M BIRD TRUSTEES, BIRD FAMILY TRUST TENANT/CULTIVATOR: NICK BIRD

CASE INFORMATION

NUMBER: MMJ17-0125 OFFICER: C. MONACO APN: 048-150-003

13918 MCMENAMIN WAY, OREGON HOUSE

CERT # 7017 1070 0000 5908 9822

TERMS DUE DATE

Net 30 10/1/2017

SERVICE DATE	DESCRIPTION OF CHARGES	RATE	HOURS	AMOUNT
8/3/2017 8/29/2017 8/30/2017 8/30/2017 8/31/2017 8/31/2017 9/1/2017	Received Complaint, Opened Case Research Property Warrant Prep for Inspection Warrant, Signing by Judge Inspection, 6 Officers @ 1 hr Notice & Order to Abate CDSA Support Fees (6%)	147.00 147.00 147.00 147.00 147.00 1,470.00 189.63	0.5 1 3 1 6	73.50 147.00 441.00 147.00 882.00 1,470.00 189.63

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

Total \$3,350.13

5 - 30 DAYS PAST DUE = 25%

31 + DAYS PAST DUE = 50%

COUNTY OF YUBA

PROOF OF SERVICE

I served a copy of the foregoing Notice and Order to Abate Public Nuisance (MMJ17-0125) and Billing Statement # 814 on the following persons by:

	Mailing, postage prepaid, Certified/Return Recoproperty owner(s): Name: ROGER E & FRANCIS M BIRD, TRUS Address: 5573 HARBORD DRIVE, OAKLAND Date of Delivery to Post Office: SEPTEMBER Registration No.: 7017 1070 0000 5908 9822	STEES OF BIRD FAMILY TRUST D, CA 94618
	Emailing to the property owner(s): Name: Email Address: Date and Time of Email:	
\boxtimes	Mailing, postage prepaid, First Class Mail to the Name: NICK BIRD Address: 512 HENRY STREET, OAKLAND, O Date of Delivery to Post Office: SEPTEMBER	CA 94607
	Mailing, postage prepaid, Certified/Return Reco attorney(s): Name: Address: Date of Delivery to Post Office: Registration No.:	eipt Requested and First Class Mail to the
and cor	I declare under penalty of perjury under the laws rect, and that this declaration was executed on SE	cof the State of California that the foregoing is true EPTEMBER 1, 2017 at Marysville, California. Community Development & Services Agency Code Enforcement Division Melanie Marquez 915 8th Street, Suite #123 Marysville CA. 95901 (530) 749-5455



COUNTY OF YUBA

PROOF OF SERVICE

I served a copy of the foregoing Notice and Order to Abate Public Nuisance (MMJ17-0125) on the following persons by:

Posted to the property:

Name: Roger E & Francis M Bird (Trustees)

Nick Bird (Cultivator)

Address: 13918 McMenamin Way, Oregon House, CA 95962

APN: 048-150-003

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on August 31, 2017 at Marysville, California.

Signed

Community Development & Services Agency

Code Enforcement Division

Christopher Monaco

915 8th Street, Suite #123

Marysville CA. 95901

(530) 749-5455

ADMINISTRATIVE PENALTY WORKSHEET 7.40.550A-C

Case #: MMJ17-0125 APN: 048-150-003

Owner: Roger E & Francis M Bird (Trustees)

Situs: 13918 McMenamin Way, Oregon House, CA 95962

Dates	Violation & Ordinance Number	Amount	Total per Day
	Number of Plants 384	X \$100.00	\$38,400.00
	Outdoor Cultivation 7.40.300A	\$100.00	\$100.00
	Cultivation of More than 6 Plants 7.40.300B	\$100.00	\$100.00
	Cultivation Environment 7.40.300C	\$100.00	\$100.00
	Water Source/Discharges 7.40.310B	\$100.00	\$100.00
	Unpermitted Structure 7.40.320A2	\$100.00	\$100.00
	Us of extension cord(s) 7.40.320A3	\$100.00	\$100.00
Commenced on	Improper use, storage and/or disposal or any other products or equipment associated with marijuana cultivation, YCOC 7.40.400(E)	\$100.00	\$100.00
	Maintaining an environment for the propagation and harborage of vector and vermin by the accumulation/storage of junk, trash, debris in violation of YCOC,		
	Chapter 7.36	\$100.00	\$100.00
	Construction of a building without permit, 10.05	\$100.00	\$100.00
	Unpermitted grading in violation of YCOC, Chapter 11.23	\$100.00	\$100.00
		Grand Total:	\$39,400.00

Photographs 13918 McMenamin Way

August 31, 2017



Attachment E



Attachment E



Attachment E



Attachment E



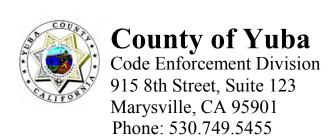
Attachment E



Attachment E



Attachment E



Billing Statement

DATE	INVOICE #
9/1/2017	814

BILL TO:

PROPERTY OWNERS:
ROGER E & FRANCIS M BIRD
TRUSTEES, BIRD FAMILY TRUST
TENANT/CULTIVATOR:
NICK BIRD

CASE INFORMATION

NUMBER: MMJ17-0125 OFFICER: C. MONACO

APN: 048-150-003 13918 MCMENAMIN WAY, OREGON HOUSE

CERT # 7017 1070 0000 5908 9822

TERMS **DUE DATE**Net 30 **10/1/2017**

SERVICE DATE	DESCRIPTION OF CHARGES	RATE	HOURS	AMOUNT
8/3/2017 8/29/2017 8/30/2017 8/31/2017 8/31/2017 9/1/2017	Received Complaint, Opened Case Research Property Warrant Prep for Inspection Warrant, Signing by Judge Inspection, 2 Officers @ .75 hr Notice & Order to Abate CDSA Support Fees (6%)	147.00 147.00 147.00 147.00 147.00 1,470.00 189.63	0.5 1 3 1 6	73.50 147.00 441.00 147.00 882.00 1,470.00 189.63
·				

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

Total \$3,350.13

5 - 30 DAYS PAST DUE = 25%

31 + DAYS PAST DUE = 50%

The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Kevin Mallen

SUBJECT: Administrative Appeal Hearing - Hold appeal hearing to determine public nuisance

for property located at 14143 Terra Roja Lane, Dobbins, CA 95935; APN: 060-310-

009; Property Owner: Tosha Asker. (Community Development and Services

Agency) (20 minute estimate) (Roll Call Vote)

DATE: September 12, 2017

NUMBER: 440/2017

Recommendation:

Receive evidence and testimony regarding the subject property, and make findings and orders consistent with staff's recommendation contained in the attached Public Nuisance Hearing packet.

Discussion:

The attached Public Nuisance Hearing packet provides Code Enforcement's position and details regarding the existence of a public nuisance at the subject property.

Committee Action:

No Committee action is necessary; Public Nuisance Appeal Hearing.

Fiscal Impact:

General Fund – None

Source of Funds – Hearing is covered by 3500 annual budget

Attachments:

440/2017 Public Nuisance Hearing; 14143 Terra Roja Lane



The County Of Yuba

Community Development & Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616



Public Nuisance Hearing

To:

Yuba County Board of Supervisors

From:

Kevin Mallen, CDSA Director

Jeremy Strang, Code Enforcement Manager

Date:

September 12, 2017

Statement of Facts:

The property that is the subject of this hearing is Assessor's Parcel Number (APN) 060-310-009. The parcel is located in the unincorporated area of the County of Yuba in the community of Dobbins and is commonly referred to as 14143 Terra Roja Lane. The property has the zoning designation RR-5, Rural Residential 5 acre minimum, and is 5.05 acres in size. The property does not have any permitted improvements.

Tosha Asker is the owner of record and is listed on the most recent equalized tax assessment. The grant deed (document # 2011R-014175) was recorded on November 22, 2011.

Current Code Case:

Case Number: 1

MMJ17-0085

Date:

8/3/2017

Complaint:

Marijuana Cultivation

Disposition:

Cultivation of 174 marijuana plants outdoors; Emplacement of a

recreational vehicle without permits; Notice and Order to Abate Public

Nuisance and Administrative Order to Appear issued.

Case Closed:

N/A

On, or about, August 3, 2017, the Code Enforcement Division received a citizen complaint of illegal marijuana cultivation at this address. Utilizing Google Earth Pro, routine research was conducted, and satellite aerial imagery, acquired June 29, 2017, shows the outdoor cultivation of marijuana.

On August 30, 2017, the Honorable Stephen W. Berrier, Judge of the Superior Court, signed an inspection warrant commanding Code Enforcement to perform an inspection of the subject property for

the purpose of identifying the full nature and extent of violations existing on the subject property (See Attachment A – Inspection Warrant).

Public Nuisance Declared:

On September 1, 2017, the inspection warrant was executed and an inspection was performed. Pursuant to his observations, Officer Monaco issued a Notice and Order to Abate Public Nuisance and Administrative Order to Appear. Violations include, but are not limited to:

- 1. Marijuana being cultivated outdoors
- 2. The number of plants, 174, exceeds the maximum amount allowed
- 3. Cultivation of marijuana on a property that lacks a permitted and legally occupied dwelling
- 4. The cultivation of marijuana is not within a qualifying accessory structure or the dwelling
- 5. Emplacement of a recreational vehicle as a place of human habitation
- 6. Discharging sewage to the ground surface
- 7. Lack of legal water source
- 8. Hazardous electrical
- 9. Utilizing accessory uses on a parcel without first establishing a primary use
- 10. Grading without permits

The Notice and Order to Abate Public Nuisance and Administrative Order to Appear ["Order"] (see **Attachment B – Notice and Order**) was posted on the property. The Order was also sent by U.S. Mail, both Certified Mail with Return Receipt and First Class to the address listed on file; a proof of Service for each was completed (see **Attachment C – Proof of Service**).

The Order alleges the following nuisances:

- 1. 7.40.400A Cultivation of marijuana in violation of any of the provisions of Chapter 7.40 of the Yuba County Ordinance Code Outdoor cultivation of marijuana plants;
- 2. 7.40.400B Cultivation on a parcel without occupied, legally established dwelling
- 3. 7.40.400D The cultivation of marijuana in a manner that exceeds six (6) plants cultivation of 174 plants outdoors
- 4. 7.40.400E Improper use, storage or disposal of chemicals, fertilizers
- 5. 7.40.400F Any violation of any Ordinance or State law Emplacement of a recreational vehicle as a place of human habitation; hazardous electrical; emplacement of a recreational vehicle as a place of human habitation; discharging sewage to the ground surface; grading without permits; utilizing accessory uses without establishing a primary use.

Yuba County Ordinance Code, Section 7.40.540B requires that the nuisance be abated within a reasonable time certain, normally being 3 days from the date the Order is issued. The Code also requires that an Administrative Penalty be imposed. An Administrative Penalty, calculated pursuant to Section 7.40.550, of \$18,800.00 (see **Attachment D – Administrative Penalty Worksheet**) per day shall begin to accrue, as stated in the Order, upon the decision of the Yuba County Board of Supervisors, and shall continue to accrue until the violations have been abated and confirmed removed by Yuba County Code Enforcement.

Attached and incorporated as part of this report as **Attachment E – Photographs**, are photographs taken on September 1, 2017, by Code Enforcement. The photographs show the violations as listed in the Order, and support the existence of a public nuisance.

Applicable Law:

YUBA COUNTY ORDINANCE CODE CHAPTER 7.40, MARIJUANA CULTIVATION

7.40.300 Cultivation Restrictions

- A. Outdoor cultivation on any Parcel is prohibited.
- **B.** Cultivation of more than six (6) plants within a single Residence or within a single Accessory Structure on any Parcel is prohibited. [...]
- 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.

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. [...]
- **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. [...]
- 3. The residence or accessory structure shall be equipped with permanently installed and permitted electricity, and shall not be served by temporary extension cords. [...]

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.
- **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 equity jurisprudence.

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; 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.

YUBA COUNTY ORDINANCE CODE CHAPTER 7.07, SEWAGE DISPOSAL

7.07.410 Sewage Disposal Permit Required

It shall be unlawful for any person whether as principal, servant, agent, employee, owner or tenant to construct, install, replace, alter, enlarge, or repair a septic tank, or leaching system, or other sewage disposal facility in or upon any property in the County [...]

YUBA COUNTY ORDINANCE CODE CHAPTER 7.36, PROPERTY MAINTENANCE

7.36.310(a) ... a public nuisance shall be deemed to exist when any of the following conditions or circumstances are present:

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

YUBA COUNTY ORDINANCE CODE CHAPTER 10.05, BUILDING STANDARDS AND CONSTRUCTION CODE

A. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit...

YUBA COUNTY ORDINANCE CODE CHAPTER 10.20, REGULATING THE EMPLACEMENT OF TRAVEL TRAILERS AND MOTOR HOMES AS TEMPORARY RESIDENCES CODE

10.20.030 Permit; Required

No person shall emplace or occupy as a place of human habitation any travel trailer or motor home regulated by this Chapter unless and until a travel trailer or motor home Emplacement Permit is issued by the Building Official, and only during the term of such permit.

YUBA COUNTY ORDINANCE CODE CHAPTER 11.23, (DEVELOPMENT CODE) GRADING DRAINAGE AND EROSION CONTROL

11.23.020 Applicability

A3. A grading permit is required for any grading and/or other construction activity with ground disturbance of more than one acre, or any grading and/or construction activity smaller than one acre but part of a greater plan involving over one acre.

YUBA COUNTY ORDINANCE CODE CHAPTER 11.67, (DEVELOPMENT CODE) ENFORCEMENT AND ABATEMENT PROCEDURES

11.67.040 Violations Declared as Public Nuisance

- **A.** Any of the following activities in violation of this Code shall be declared a public nuisance and may be abated in the manner prescribed by law:
 - 1. Activity Inconsistent with the Development Code. Any development, use or other activity of any building, structure, sign or use of any land in contravention of any provision or any regulation of this Code.
 - 2. Activity Inconsistent with Permit or Approval. Any development, use, or other activity in any way inconsistent with the terms or conditions of any permit or approval required to engage in such activity, whether issued under or required by this Code.

Additional Information:

In preparing for this hearing a review of the property's history resulted in the following information:

- 1. The property has a history of code complaints (MMJ13-0114; MMJ12-0066) consisting of illegal marijuana cultivation.
- 2. A review of Google Earth historical images, supports outdoor marijuana cultivation in 2015 and 2017 imagery.

Recommendation:

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

- 1. Confirm the existence of a public nuisance for conditions in violation of 7.40 of the Yuba County Ordinance Code on the subject property;
- 2. Order that all nuisance conditions associated with marijuana cultivation in violation of 7.40 of the Yuba County Ordinance Code on the subject property be abated by 5:00P.M. September 13, 2017;
- 3. Order that the property owners submit to an inspection at 8:00A.M. on September 14, 2017, or as soon thereafter that an inspection can be performed, to verify compliance;
- 4. Order that Yuba County Code Enforcement set a Cost Accounting Hearing before the Board of Supervisors after the final compliance inspection has been performed to determine the costs of enforcement and Administrative Penalty, if any, to be imposed pursuant to Section 7.40.550.
- 5. Confirm enforcement costs of \$2,648.94 accrued to date (see Attachment F Billing Statement).

SUPERIOR COURT OF CALIFORNIA COUNTY OF YUBA

In the Matter of the Application)	NO. 17-140
Of the County of Yuba	j	INSPECTION WARRANT
·	Ś	CCP § 1822.50 et seq.
	j j	

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

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

14143 Terra Roja Lane, Dobbins, CA 95935; Assessor's Parcel Number: 060-310-009

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

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

Which inspection shall extend from property boundary to property boundary of the above numbered parcel, to include all the interior of all dwellings, accessory structures, vehicles, utility trailers and recreational vehicles.

The warrant shall be effective for a period not to exceed 14 days from the date the warrant is signed.

The warrant shall be returned to the undersigned judge upon its execution.

Upon good cause being shown pursuant the Code of Civil Procedure §1822.56, the affiant, and other personnel as required, are authorized to proceed onto the property without 24 hour advance notice, without the presence of the owner or occupant(s) of said property, and to use forcible entry, if needed, to execute this warrant. Said entry is reasonably necessary to effectuate the purpose of the regulations being enforced

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

Given under my hand and dated this 3 day of August 2017, at 2 SAMPM.

JUDGE OF THE SUPERIOR COURT

BENJAMIN WIRTSCHAFTER



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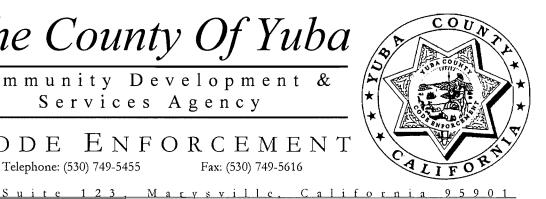
The County Of Yuba

Community Development & Services Agency

$C \circ D E$ ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616



NOTICE AND ORDER TO ABATE PUBLIC NUISANCE AND ADMINISTRATIVE ORDER TO APPEAR

MMJ17-0085

PROPERTY OWNER ADDRESS	CULTIVATOR(S) ADDRESS	
TOSHA ASKER	CORY JUBAL HILL & SAMUEL MAREZ	
1410 CALISTOGA ROAD SANTA ROSA, CA 95409	306 N 10 TH STREET BANNING, CA 92220	

14143 TERRA ROJA LANE

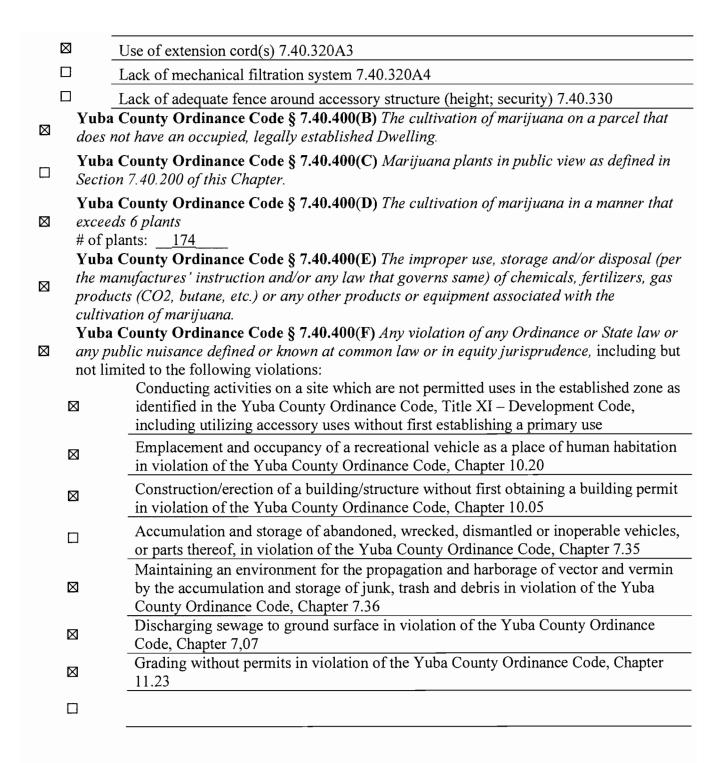
VIOLATION ADDRESS: DOBBINS, CA 95935

060-310-009 APN:

PLEASE TAKE NOTICE: that the use and condition of the subject property has been determined by Yuba County Code Enforcement to violate the Yuba County Ordinance Code and is therefore declared a public nuisance. The conditions that create a public nuisance on said property are as follows:

Yuba County Ordinance Code § 7.40.400(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

\boxtimes	Outdoor cultivation 7.40.300A - PROHIBITED
\boxtimes	Cultivation of more than 6 plants 7.40.300B NUMBER OF PLANTS: 174
\boxtimes	Water source/discharges 7.40.310B
\boxtimes	Cultivation environment; health, safety, welfare; dust, odor, traffic, chemicals 7.40.300C
\boxtimes	Lack of dwelling 7.40.310
\boxtimes	Unpermitted accessory structure 7.40.320A1
	Accessory structure w/in setback 7.40.320A2



YOU ARE HEREBY ORDERED to abate the nuisance by removing the violations from the property on or before September 5, 2017, and prior to the date of the Administrative Hearing indicated below. You must contact Code Enforcement, whose phone number appears above, immediately to schedule an inspection to verify compliance. A hearing to appeal the determination of a public nuisance has been automatically set, and the mandatory appeal fee waived.

YOU ARE HEREBY ORDERED to appear before the Yuba County Board of Supervisors, at 915 8th Street, Marysville, CA, in the Board of Supervisors Chambers, on September 12, 2017 at the hour of 2:00P.M., or as soon thereafter as the matter may be heard. You will be given an opportunity to present testimony and submit evidence to show cause, if any there may be, why the subject property should not be considered a public nuisance and subject to abatement.

YOU ARE HEREBY ADVISED that an Administrative Penalty in the amount of \$18,800.00 per day, pursuant to Yuba County Code § 7.40.550 will begin to accrue upon a decision of the Yuba County Board of Supervisors' that confirms a public nuisance exists. The Administrative Penalty will continue to accrue until the violations of the Yuba County Ordinance Code have been confirmed removed by the Code Enforcement Division.

If you choose to self-abate the alleged nuisance and compliance has been verified by Yuba County Code Enforcement prior to the hearing set before the Yuba County Board of Supervisors, the hearing may be cancelled and you may not have to appear. Staff time associated with bringing the matter to hearing will not be billed to you.

If you fail to appear at the Administrative Hearing at the time and date provided above, the Hearing will be held in your absence before the Yuba County Board of Supervisors. Failure to appear at the Administrative Hearing constitutes a waiver of all rights to assert any defense, rights, or other relevant points in regards to the alleged public nuisance.

If after the hearing, a public nuisance is found to exist, you shall abate said violations as so ordered by the Yuba County Board of Supervisors. If you fail to comply with the Orders of the Board of Supervisors, the County will abate the nuisance. If the County abates the nuisance, you will be responsible for the actual costs of the abatement, and the Administrative Penalties, if any, which shall be paid within thirty (30) days from the date of the demand for payment. The "cost of abating a violation" shall include, but not be limited to, all "enforcement costs", the county's attorneys' fees, the cost of the administrative hearing, the cost of prior time and expenses associated with bringing the matter to hearing, the cost associated with any appeals from the decision of the administrative hearing, the cost of judicially abating the violation, the cost of labor and material necessary to physically abate the violation, and the cost of securing expert and other witnesses.

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

BE ADVISED: If the subject property is found to be in violation of any or all of the provisions stated above, the County will contend that you are bound by such finding at any subsequent and relative judicial action.

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

\boxtimes	POSTED	PROPERTY
	TOO IND	PROFERIT

□ PERSONAL SERVICE

☐ CERTIFIED MAIL 7017 0530 0001 1825 5151 7017 0530 0001 1825 5168

DATED: September 1, 2017

Chris Monaco

Code Enforcement Officer

ENCL: Excerpts Yuba County Ordinance Code 7.40, Billing #818



County of Yuba

Code Enforcement Division 915 8th Street, Suite 123 Marysville, CA 95901 Phone: 530,749,5455

Billing Statement

DATE	INVOICE #
9/1/2017	818

BILL TO:

PROPERTY OWNER: TOSHA ASKER TENANT/CULTIVATORS: CORY JUBAL HILL SAMUEL MAREZ

CASE INFORMATION

NUMBER: MMJ17-0085 OFFICER: C. MONACO APN: 060-310-009

14143 TERRA ROJA LN, DOBBINS CERT # 7017 0530 0001 1825 5151 TERMS **DUE DATE**Net 30 **10/1/2017**

SERVICE DATE	DESCRIPTION OF CHARGES	RATE	HOURS	AMOUNT
8/3/2017 8/29/2017 8/30/2017 8/30/2017 8/31/2017 9/1/2017	Received Complaint, Opened Case Research Property Warrant Prep for Inspection Warrant, Signing by Judge Inspection, 2 Officers @ .75 hr Notice & Order to Abate CDSA Support Fees (6%)	147.00 147.00 147.00 147.00 147.00 1,470.00 149.94	0.5 1 3 1 1.5	73.50 147.00 441.00 147.00 220.50 1,470.00 149.94

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

Total \$2,648.94

5 - 30 DAYS PAST DUE = 25%

31 + DAYS PAST DUE = 50%

COUNTY OF YUBA

PROOF OF SERVICE

I served a copy of the foregoing Notice and Order to Abate Public Nuisance (MMJ17-0085) and Billing Statement # 818 on the following persons by:

	Mailing, postage prepaid, Certified/Return Rec property owner(s): Name: TOSHA ASKER Address: 1410 CALISTOGA ROAD, SANTA I Date of Delivery to Post Office: SEPTEMBER : Registration No.: 7017 0530 0001 1825 5151	ROSA, CA 95409
	Emailing to the property owner(s): Name: Email Address: Date and Time of Email:	
	Mailing, postage prepaid, Certified/Return Rectenant/cultivator(s): Name: CORY JUBAL HILL & SAMUEL MARAddress: 306 N 10 TH STREET, BANNING, CADate of Delivery to Post Office: SEPTEMBER 1 Registration No.: 7017 0530 0001 1825 5168	REZ .92220
	Mailing, postage prepaid, Certified/Return Reco attorney(s): Name: Address: Date of Delivery to Post Office: Registration No.:	eipt Requested and First Class Mail to the
and cor	I declare under penalty of perjury under the laws rect, and that this declaration was executed on SE	cof the State of California that the foregoing is true EPTEMBER 1, 2017 at Marysville, California. Community Development & Services Agency Code Enforcement Division Melanie Marquez 915 8th Street, Suite #123 Marysville CA. 95901 (530) 749-5455



30 0001 1825 5168	U.S. Postal Service CERTIFIED MAIL® RECEIPT Bornestic Mail Only For delivery Intermation, visit our website at www.usps.com Of PAC AKO/SILLING \$18 Certified Mail Fee S Extra Services & Fees (check box, sold fee as appropriate) Fishirin Receipt (indexcopy) Fishirin Receipt (indexted Delivery \$ Postmark Here Adult Signature Rechtered Delivery \$ Postmark Here
2012	Cory Jubal Hill & Samuel Marez 306 N 10 th Street Banning, CA 92220 City, State, 202-1

COUNTY OF YUBA

PROOF OF SERVICE

I served a copy of the foregoing Notice and Order to Abate Public Nuisance (MMJ17-0085) on the following persons by:

Posted to the property:

Name: Tosha Asker

Address: 14143 Terra Roja Lane, Dobbins, CA

APN: 060-310-009

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on August 31, 2017 at Marysville, California.

Signed

Community Development & Services Agency

Code Enforcement Division

Christopher Monaco

915 8th Street, Suite #123

Marysville CA. 95901

(530) 749-5455

ADMINISTRATIVE PENALTY WORKSHEET 7.40.550A-C

Case #: MMJ17-0085 APN: 060-310-009

Owner: Tosha Asker

Situs: 14143 Terra Roja Lane, Dobbins, CA

Dates	Violation & Ordinance Number	Amount	Total per Day
	Number of Plants 174	X \$100.00	\$17,400.00
	Outdoor Cultivation 7.40.300A	\$100.00	\$100.00
	Cultivation of More than 6 Plants 7.40.300B	\$100.00	\$100.00
	Cultivation Environment 7.40.300C	\$100.00	\$100.00
	Water Source/Discharges 7.40.310B	\$100.00	\$100.00
	Lack of Dwelling 7.40.310	\$100.00	\$100.00
	Unpermitted Structure 7.40.320A1	\$100.00	\$100.00
Commenced on	Us of extension cord(s) 7.40.320A3	\$100.00	\$100.00
	Improper use, storage and/or disposal or any other products or equipment associated with marijuana cultivation, YCOC 7.40.400(E)	\$100.00	\$100.00
	Maintaining an environment for the propagation and harborage of vector and vermin by the accumulation/storage of junk, trash, debris in violation of YCOC,	ψ100.00	φ100.00
	Chapter 7.36 Conducting activities on a site which	\$100.00	\$100.00
	are not permitted uses in the established zone as identified in the Yuba County Ordinance Code, Title XI – Development Code, including		
	utilizing accessory uses without first establishing a primary use	\$100.00	\$100.00

	Grand Total:	\$18,800.00
Unpermitted grading in violation of YCOC, Chapter 11.23	\$100.00	\$100.00
surface in violation of YCOC, Chapter 7.07	\$100.00	\$100.00
permit, 10.05 Discharging sewage to ground	\$100.00	\$100.00
Construction of a building without	\$100.00	\$100.00
Yuba County Ordinance Code, Chapter 10.20 Maintaining an environment for the propagation and harborage of vector and vermin by the accumulation and storage of junk, trash and debris in violation of the Yuba County Ordinance Code, Chapter 7.36	\$100.00 \$100.00	\$100.00 \$100.00
Emplacement and occupancy of a recreational vehicle as a place of human habitation in violation of the		

Photographs 14143 Terra Roja Lane

September 1, 2017



Attachment E



Attachment E



Attachment E



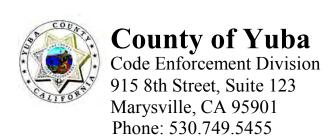
Attachment E



Attachment E



Attachment E



Billing Statement

DATE	INVOICE #	
9/1/2017	818	

BILL TO:

PROPERTY OWNER: TOSHA ASKER TENANT/CULTIVATORS: CORY JUBAL HILL SAMUEL MAREZ

CASE INFORMATION

NUMBER: MMJ17-0085 OFFICER: C. MONACO

APN: 060-310-009 14143 TERRA ROJA LN, DOBBINS CERT # 7017 0530 0001 1825 5151 TERMS **DUE DATE**Net 30 **10/1/2017**

SERVICE DATE	DESCRIPTION OF CHARGES	RATE	HOURS	AMOUNT
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FAILURE TO MAKE PAYMENT BY THE DUE DATE LISTED ABOVE WILL RESULT IN THE FOLLOWING LATE-PAYMENT PENALTIES:

Total \$2,648.94

5 - 30 DAYS PAST DUE = 25%

31 + DAYS PAST DUE = 50%

The County of Yuba

Health and Human Services Department

TO: Human Services Committee

FROM: Health and Human Services Department

Jennifer Vasquez, Director

SUBJECT: Consider agreement with Municipal Resource Group, LLC for provision consulting

services - Health and Human Services: (Ten minutes estimate)

DATE: September 12, 2017

NUMBER: 404/2017

Recommendation

Consider approval of the Agreement between Yuba County, on behalf of its Health and Human Services Department (HHSD), and Municipal Resource Group, LLC, for the provision of consulting services for the term of September 1, 2017, through June 30, 2018 in the amount of \$59,900.00.

Background

Municipal Resource Group (MRG) will assist in the development of a three (3) year Strategic Plan for the HHSD. MRG's lead consultant, James T. Gandley, D.D.S., M.P.H., is a recognized expert in executive organizational management and health policy.

Discussion

MRG has previously provided consultant work for Yuba County. MRG has a consultant on staff that will lead the Strategic Plan with a solid understanding of all HHSD administration and programs. MRG is familiar with all associated funding streams, program mandates and health care realignment.

Fiscal Impact:

General Fund – None Non-General Fund - \$59,900.00 Source of Funds - Board Approved FY 17/18 Budget Appropriation



Attachments

404/2017 Agreement with Municipal Resource Group (MRG).

AGREEMENT FOR PROFESSIONAL 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, on behalf of its Health and Human Services Department, hereinafter referred to as "COUNTY," and Municipal Resource Group, LLC., hereinafter referred to as "CONTRACTOR." for the provision of a three (3) year Strategic Plan for the Health and Human Services Department.

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–2 through A–4.

2. TERM.

Commencement Date:

September 1, 2017

Termination Date:

June 30, 2018

The term of this Agreement shall become effective on September 1, 2017, and shall continue in force and effect for a period of nine months, unless sooner terminated in accordance with the terms of this Agreement.

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

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

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 payments specified in Attachment "B" shall be the only payments 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 Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. The Partner 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 - Scope of Services

Attachment B - Payment

Attachment C - Additional Provisions

Attachment D - General Provisions

Attachment E - Insurance Provisions

Attachment F - Fee Schedule

Attachment G - Proposal

Attachment H - Invoice Format

Attachment I - Vendor Assurance of Compliance

9. TERMINATION. COUNTY and CONTRACTOR 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

"CONTRACTOR"

______, Chair

Yuba County Board of Supervisors

INSURANCE PROVISIONS APPROVED

Jill Abel, Human Resources Director and Risk Manager

APPROVED AS TO FORM: COUNTY COUNSEL

durtney C. Abril County Counsel

RECOMMENDED FOR APPROVAL:

Jennifer Vasquez Direc

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ATTACHMENT A

SCOPE OF SERVICE

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following (more fully described in Attachment G – Executive Summary):

- **A.1.1** Facilitate Leadership Team meetings to review the strategic planning process; identify and solicit community stakeholders input.
- **A.1.2** Assist with the development of Vision, Mission and Values Statements to ensure all three summarize the department's underlying purpose and align with specific goals and objectives that will evolve into the Action Plan.
- **A.1.3** Conduct internal and external assessment of the department; review all critical departmental fiscal, personnel and service delivery data; and develop an Organizational Survey.
- **A.1.4** Develop and present the all-inclusive Strategic Plan which outlines implementation and steps to achieve success.
- **A.2 TIME SERVICES RENDERED.** Specific date(s) to be mutually agreed upon by the COUNTY and CONTRACTOR.
- A.3 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.4 FACILITIES FURNISHED BY COUNTY. CONTRACTOR shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services related to the design and development of training, debriefing and process group program pursuant to this Agreement. COUNTY shall, at its sole cost and expense, furnish facilities and equipment for on-site training, debriefing and process group sessions.

ATTACHMENT B

PAYMENT

- **B.1** COUNTY shall pay CONTRACTOR as follows:
 - **B.1.1 BASE CONTRACT FEE.** COUNTY shall pay CONTRACTOR a contract fee not to exceed Fifty-Nine Thousand Nine Hundred Dollars (\$59,900.00) for services based upon the rates specified in Attachment F Fee Schedule.
 - **B.1.2** CONTRACTOR shall submit itemized invoices for payment in a format consistent with that as shown in Attachment H Invoice Format no later than the tenth (10th) day of the month following provisions of services.
- B.2 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.3 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 formal written agreement signed 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 if all or part of the funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY, this Agreement will be voidable at the discretion of the COUNTY. If this provision is invoked, COUNTY shall be liable for work already completed by CONTRACTOR at contracted rates.
- C.2 DRUG FREE WORKPLACE. CONTRACTOR warrants that it is knowledgeable of the provisions of Title 2, Div. 1, Chapter 5.5 "Drug-Free Workplace," Art. 2 of the California Government Code §8355 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** CIVIL RIGHTS. CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the CDSS. Civil Rights Bureau. website: http/www.cdss.ca.gov/civilrights/ and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.
- C.4 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.5 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 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. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.
- C.6 RECORDS AND REPORTING. 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/or 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 excepts and transcriptions. In conjunction with records retention and access, CONTRACTOR will provide any reporting information necessary to meet federal reporting requirements.

- C.7 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 CONTRACTOR to take corrective action within twenty-four (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 (10) 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.8 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 any and all applicable state, federal or county 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 to any person or entity who is not a party to this Agreement, 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.9 INTELLECTUAL PROPERTY. COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, documents developed or modified under this Agreement.
- C. 10 DEBARMENT. COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at www.sam.gov and www.sam.g

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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 that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, or 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 §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 thirty (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 §12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code §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 §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 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 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":

With a copy to:

Jennifer Vasquez, Director Yuba County Health and Human Services Department 5730 Packard Avenue, Suite 100 P.O. Box 2320 Marysville, CA 95901 County Counsel County of Yuba 915 8th Street, Suite 111 Marysville, CA 95901

If to "CONTRACTOR":

Mary Egan, Partner Municipal Resource Group (MRG) 675 Hartz Avenue, Suite 300 Danville, CA 94526

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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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ATTACHMENT F

FEE SCHEDULE

Total Strategic Planning Budget				
Consultant Hours	265 hours at \$200.00 hour	\$53,000		
Miscellaneous Expenses, Copying, Mileage (@ \$.535 per mile)		\$ 1,600		
10% Proposed Contingency	To cover unanticipated expenses, scope creep, and additional requested services or presentations.	\$ 5,300		
	Total with Contingency	\$59,900*		

^{*}All hours/costs are estimates. Strategic Plan will be delivered within agreed total budget for agreed services.

ATTACHMENT G

EXECUTIVE SUMMARY



Strategic Plan Scope of Services Executive Summary

The strategic planning (SP) process is laid out in the following pages. This Executive Summary serves to capture the overarching MRG approach, philosophy and expertise in actualizing the process.

MRG will facilitate your Strategic Plan process by identifying service delivery strengths and challenges, current and future fiscal strengths and challenges, evolving county demographics, and Public Health Accreditation efforts in an era of evolving health care reform.

The Strategic Plan (SP) itself needs to be broad enough to capture the full scope of programmatic and administrative issues while at the same time addressing the prickly details that impact quality based service delivery. We at MRG are well seasoned in addressing these areas of organizational dynamics. A well-constructed Strategic Plan will assist in bringing your organization to the highest level of organizational performance. Your plan will demonstrate:

- Organizational investment in healthy communities
- Collaboration with Community Based Organizations
- Commitment to serving as the organizational hub of the community safety net

Our facilitation of meetings, including your identified internal and external stakeholders, will both identify and value their perspective as we assist you in crafting a Strategic Plan that will take your Yuba County Health and Human Services Department to even greater levels of success over the next 3 years. Your greatest resource in this endeavor will be your own staff and we will draw out of them all of the legacy knowledge and proactive thinking they possess as you embark on your journey to implement your plan, achieve your organizational goals and fulfill both your organizational vision and mission.

Our facilitation will identify your organizational tenets; address key organizational strengths, challenges and issues; identify organizational resources (both human and fiscal); address population demographics; and assist in creating service plan strategies. An Action Plan will be developed that will include implementation benchmarks, timelines, and key outcome indicators. It will also integrate service expectations with service delivery models and identify appropriate measures for continuous quality improvement and ongoing evaluation.

MRG is aware that this 3-year Strategic Plan process represents a significant organizational investment in the future. MRG will provide all necessary and appropriate outlines, templates and facilitation to assure a successful process. It must be a dynamic, evolving and flexible plan that while rooted in the present will be looking to the future.

An added benefit to organizations who choose to contract with MRG is the exponential collaborative approach that our firm can provide. Our consultant team has over 200 combined years of government service experience and MRG consultants all work together to provide the right answer and "best practice" service delivery.



A successful Strategic Plan is all about "delivering the future" and MRG will provide a blueprint for success. "The best way to predict the future is to create it."

Proposed Strategic Plan Deliverables and Planning Process

I. Kickoff Meeting

Municipal Resource Group Consultants will meet with senior Yuba County HHS leadership and identified community stakeholders to initiate, and review the strategic planning process. External stakeholder input will be solicited and documented. After the public meeting, the MRG consultant will meet with HHS leadership to finalize the composition of the Strategic Planning Team (SPT). Preparatory work will include review of the current Strategic Plan, Mission and Vision statements, departmental organizational hierarchy and budget and service delivery models.

Process includes:

- All preparatory/on-site meeting/ post meeting review/travel time.
- 2 on-site meetings with HHS leadership, external stakeholders and Strategic Planning Team.

20 Consultant Hours Total

II. Organizational Vision, Mission and Values

This component of the SP process will be conducted concurrently with the internal and external assessments of the organization.

The Organizational Vision, Mission and values review and statement development is considered a continuum by this consultant. The complementary, organizational "yin and yang", if you will. Once an organization has a clear vision regarding its very existence, it can begin to actualize it through its organizational mission. The mission essentially merges the vision with the organization's "big picture" purpose. Cumulatively, it summarizes the organization's underlying purpose and aligns it with specific goals and objectives that evolve into an action plan. It is the highest altitude self-manifestation of the organization and serves as a standard against which the organization's success is continually evaluated.

The Vision Statement and Mission Statement process will include:

- Review of current Vision and Mission Statements.
- Engagement of Strategic Planning Team through 3 on-site meetings.
 - Meeting #3 Facilitated Strategic Planning Team meeting for development of Draft Vision and Mission Statements. Follow-up as necessary



- Meeting #4 Strategic Planning Team finalizes Vision and Mission statements. Follow-up as necessary
- Meeting #5 Meeting with Department Director to discuss final Vision and Mission Statements/next steps.

Process includes all follow up contacts, email and phone conversations.

20 Consultant Hours Total

III. Internal and External Assessment

This deliverable will require access to and review of all critical departmental fiscal, personnel and service delivery data. On-site meetings will be scheduled as necessary. This process will begin to provide the link between the organization's internal vision and mission and the services it provides. It is the first step in a SP process and will provide a snapshot of the state-of-the-state. It will be followed by a glimpse into the future...staff growth, succession planning, fiscal funding streams and constraints, and evolving client and service population needs. A traditional organizational environmental scan of strengths, weaknesses, opportunities and threats (SWOT Analysis) will be augmented with a broader external scan to include political, economic, social, technological, legal, and environmental factors (PESTLE Analysis). These will provide insight into potential disconnects as well as anticipated changes and opportunities for growth in the broader external landscape and best position the organization for successful growth and service delivery in this dynamic context.

Concurrently, an initial on-site meeting will be scheduled with the SPT. Any additional internal and external stakeholders will be identified and potential inclusion strategies will be developed. The strategic planning process and timeline will be finalized. A Draft Organizational Assessment Survey Questionnaire will be distributed for edits and input.

At the next meeting, the survey questions will be finalized. The Organizational Survey will then be delivered electronically to all HHS staff. This data will be compiled, reviewed and shared with the SPT for analysis at a follow-up meeting.

After thoroughly screening and analyzing all data, interview input and information systems (IT) capacity, a SPT meeting will be scheduled to review. This meeting will take a "big picture" view of the organizational state-of-the-state...what is going on both inside and outside of the organization. The outcome of these assessments and data review will lay the groundwork for the development of a *Draft* Action Plan and Strategic Plan. The process will identify and discuss big picture issues, time lines, and organizational expectations at 1-year, 2-year, and 3-year intervals. The four key areas of evaluative focus will be financial, customer relations/satisfaction, operational standards, and human resources. It will also assess the readiness of your information technology (IT) capacity.

The Internal and External Assessment Process will include:



- On-site organizational review and interview of selected staff as necessary.
- Develop Draft Organizational Survey.
- 4 On-site meetings with SPT:
 - Meeting #6 Meet with SPT to finalize membership and deliver draft survey.
 - Meeting #7 Meet with SPT to discuss and finalize Draft Organizational Survey.
- Consultant delivers and reviews Organizational Assessment Survey.
 - o Meeting #8 Meet with SPT to review and analyze Organizational Survey.
 - Meeting #9 Meet with SPT for "big picture" analysis and assessment of all metrics and data to date. Establish groundwork for Action Plan, followed by update meeting with Director.
- All preparatory/on-site meeting/post meeting summary and recap/travel time

100 Consultant Hours Total

IV. Goals and Objectives

Clear and well defined goals and objectives are essential to the long term success of any organization. They establish the road markers for staying on course in fulfilling its strategic direction and mission. In tough times, they minimize uncertainty and provide stability by clarifying what the organization is pursuing. Well-constructed and meaningful goals and objectives provide the gold standard for organizational assessment and continuous quality improvement. MRG consultants are highly skilled in this area and utilize facilitation tools that result in meaningful, well-grounded and forward thinking organizational initiatives. They provide the road markers and benchmarks for the Action Plan.

The Goals and Objectives process will include:

- Engagement of Leadership Team through 2 on-site meetings and follow-up.
 - Meeting #10 Meet with SPT to facilitate the development of specific and measurable goals and objectives tied to clear outcomes and performance benchmarks. Follow-up as necessary.
 - Meeting #11 Meet with SPT to finalize goals and objectives and facilitate
 the identification of action steps that are necessary to achieve each of them, as
 well as prioritizing their order of importance in preparation for developing an
 Action Plan. Follow up as necessary.

20 Consultant Hours Total



V. Action Plan

The Action Plan serves as the travel itinerary for the Strategic Plan. "Where are we going and what do we need to get there?" Implementation is usually thought of as something you do at the end of the SP process. "Okay now that we have this Strategic Plan, let's do it". In actuality, the final SP is like getting in a car for the trip after it is planned to use the travel analogy once again. The Action Plan is where the step-by-step travel plan (trip) is laid out so that when it's time to get in the car most of the logistics have been worked out. The Action Plan outlines exactly what needs to be done and in what time frame. It also identifies, necessary/dedicated organizational resources and staff responsibilities. Again, making sure you have the right currency and speak the correct language, for your trip. Facilitation, communication and scheduling are critical in this process. Once again MRG consultants have the experience and the tools to drive this process to an effective conclusion. We will facilitate in identifying how the goals and objectives will be reached in a strategic manner that is consistent with organization vision, mission and values.

The Action Plan process will include:

- Engagement of Strategic Planning Team through 3 on-site meetings and follow-up
 - Meeting #12 Meet with SPT to facilitate the development of an Action Plan
 outline and identify specific strategies and performance measures to actualize
 and accomplish the attainment of the previously identified goals and
 objectives. Compile input and follow-up as necessary.
 - Meeting #13- Meet with SPT to establish progressive benchmarks, performance measures and continuous quality improvement oversight to incorporate into the *Draft* Action Plan. Compile input and follow-up as necessary.
- Consultant will develop *Draft* Action Plan for review by Strategic Planning Team.
 - Meeting #14 Meet with SPT to review the *Draft* Action Plan. Finalize the Action Plan for incorporation into the *Draft* Strategic Plan.

35 Consultant Hours Total

VI. Draft Strategic Plan

The consultant will incorporate all of the organizational data and Strategic Planning Team input regarding Vision, Mission, Goals & Objectives, benchmarks, performance standards, Action Plan and continuous quality improvement into a Department-wide *Draft* HHS 3-year Strategic Plan for presentation to and review by the Strategic Planning Team and subsequent presentation and review by the HHS Department Director and senior executive team.



The Draft Strategic Plan process will include:

- Compile data, Vision, Mission, Goals & Objectives, benchmarks, performance standards, Action Plan and continuous quality improvement into a Department-wide Draft HHS 3-year Strategic Plan.
 - Meeting #15 Meet with SPT to review Draft Strategic Plan. Incorporate any additional input or recommendations.
- Prepare and submit Draft Strategic Plan to Department Director for pre-meeting review.
 - Meeting #16 Meet with Department Director and senior executive team to discuss *Draft* Strategic Plan. Receive input for final edits.

40 Consultant Hours Total

VII. Final Strategic Plan

The final Strategic Plan shall be all inclusive of the process and reflect the organizational and Strategic Planning Team buy-in and support. It will be both organizationally and politically correct and will speak to the concerns and desires of the internal organization and the community stakeholders.

Essential caveats of this document will include:

- It will apply to the Department as a whole to guide current and future policy decisions for the County during this period of health reform and evolving political landscape.
- It will incorporate the broad perspectives of the leadership, staff, clients and families, community partners, and stakeholders
- It will consider current and future funding opportunities and constraints
- It will look for opportunities to support collaboration among HSA divisions and community partners

This is a living document that serves as a roadmap. It does not replace ongoing and continual planning and modification. It is essential that it be revisited and updated on a regular basis. It will serve as a well-constructed plan to provide the parameters upon which progress is measured. It will also provide an organizational matrix on which to evaluate what future services will be developed, designed and delivered.

We, at MRG, are experts in this area of strategic planning process and product. Our facilitation and process will take your organization to where it needs to be by analyzing the current environmental forces-both internal and external; assisting you in identifying, adapting to and mitigating identified challenges; and incorporating all findings into a proactive plan.

The Final Strategic Plan process will include:



- Finalize Strategic Plan. Add changes, edit and finalize format. Submit to Department Director for pre-meeting review.
 - Meeting #17 Closure meeting with Director and Leadership Team. Discuss implementation and next steps and evaluation plan.

30 Consultant Hours Total

Timeline

The usual timeline for an organizational strategic planning process is nine to twelve months beginning with the Kickoff Meeting and culminating with the delivery of the Final Strategic Plan. This process is most dependent upon staff availability and access to essential organizational data and information. MRG is committed to working with the organization to complete the process in a timely manner.

Experience of the MRG Consultant Team

Municipal Resource Group LLC (MRG) was founded by broadly experienced public sector professionals. Our principal consultants have over three hundred years of combined experience working as managers and consultants, providing essential services and support to local, regional and state government agencies. MRG prides itself in providing consulting services based on our hands-on experience in managing local, regional and state governments, as well as our experience in delivering products that meet and exceed our clients' expectations. A listing of our full services can be found on our website at www.municipalresourcegroup.com. The lead consultant will be Dr. James T. Gandley D.D.S., M.P.H. Other members of our MRG consulting team may be utilized as the strategic planning process unfolds. If needed, their time and participation will be included within the submitted budget. Jim Gandley's Bio is attached for your reference.



Total Strategic Planning Budget

Consultant Hours		
10% Proposed Contingency To cover unanticipated expenses, scope creep, and additional requested services or presentations.	\$	5,300.00
Total Budget with Contingency	\$ 59	,900.00*

^{*}All hours/costs are estimates. Strategic Plan will be delivered within agreed total budget for agreed services.

ATTACHMENT H

INVOICE FORMAT

Municipal Resource Group Vendor Address Vendor Address	James T. Gandley, D.D.S., M.P.H Phone: FAX: E-Mail				
Program	Period of Service/Invoice Number				
Type of Service	Rate per Hour	Number of Hours of Service	Amount		
_					
Miscellaneous Expenses	Туре		Amount		
-					
GRAND TOTAL					
Certification: 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.					
Authorized Signer	-	Date			
Mail original and back-up documentation Yuba County Health and Human Servi Attention: Administration/Finance P.O. Box 2320 Marysville, CA 95901	n to: ices Department				

ATTACHMENT I

VENDOR ASSURANCE OF COMPLIANCE WITH THE YUBA COUNTY WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

Municipal Resource Group, LLC. HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 - 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/reclpient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

-1/ 9

Date

Contractor's Signature

675 Hartz Avenue, Suite 300, Danville, CA 94526 Address of vendor/recipient

(08/13/01)

CR50-Vendor Assurance of Compliance