AGENDA SUMMARY
AGRICULTURE/PUBLIC PROTECTION AND GENERAL GOVERNMENT COMMITTEE

The agenda and staff reports are posted on the Sutter County Website at: http://suttercountyca.iqm2.com/Citizens/Default.aspx
Agenda items are available for review at the Agricultural Department located at 142 Garden Highway, Yuba City, during normal business hours

NOVEMBER 5, 2018
3:30 PM
1160 CIVIC CENTER BLVD., SUITE A
YUBA CITY, CA

County Administrator Office

Matt Michaelis, Deputy County Administrator

1) Adoption of a Resolution Authorizing a Development Impact Fee Collection Agreement Between the City of Yuba City and the County of Sutter for Development Impact Fees Collected Within Both Jurisdictions

Human Resources

Gina Rowland, Director of Human Resources

2) Approval of Job Description and Salary Recommendation for the New Classification of Child Advocacy Coordinator

District Attorney

Amanda Hopper, District Attorney

3) Approval of a request to create a Limited-Term Child Advocacy Coordinator position with Benefits

Requests for assistive listening devices or other accommodations, such as interpretive services, should be made through the Agricultural Commissioner's Office at (530) 822-7500. Requests should be made at least 72 hours prior to the meeting. Later requests will be accommodated to the extent feasible.
AGRICULTURE, PUBLIC PROTECTION AND GENERAL GOVERNMENT COMMITTEE  
Standing Committee Staff Report

To: Agriculture, Public Protection & General Government Committee

From: Scott Mitnick, County Administrator

Department: County Administrator

Subject: Adoption of a Resolution Authorizing a Development Impact Fee Collection Agreement Between the City of Yuba City and the County of Sutter for Development Impact Fees Collected Within Both Jurisdictions

Recommendation:

Adoption of a Resolution Authorizing a Development Impact Fee Collection Agreement Between the City of Yuba City and the County of Sutter for Development Impact Fees Collected Within Both Jurisdictions

Background:

The City of Yuba City (City) and County of Sutter (County) have the common power of collecting Development Impact Fees within their respective jurisdictions. The City and County have traditionally assisted one another in the collection of these fees by allowing individuals who are seeking building permits to pay City fees to the County and County fees to the City; which the collecting agency then forwards the respective fees to the other agency. This practice has become beneficial to customers of both jurisdictions since it enables all fees to be paid at one time and in one location.

The County and City would like to formalize this practice by entering into a Development Impact Fee Collection Agreement. The formation of this agreement is authorized by the provisions of Title I, Division 7, Chapter 5, of the California Government Code; which allow public agencies to jointly exercise any powers which they have in common.

Prior Board Action:

This item has not been previously considered by the Board.

Board Alternatives:

The Board can choose to not approve this item, but doing so would jeopardize the practice continuing within both jurisdictions.

Other Department and/or Agency Involvement:
Multiple County departments have been involved with the development of this agreement, including the County Administrator’s Office, Auditor/Controller’s office, and Development Services Department.

**Action Following Approval:**

The County Administrator’s Office, Auditor/Controller’s office, and Development Services Department will execute the provisions of the agreement as payments are collected on behalf of the City.

**Fiscal Impact:**

These dollars will be held in separate funds for each jurisdiction. There is no impact to the General Fund or any related County fund.

**Countywide Goals and/or Top Priorities Compliance:**

Goal B - Operate County government in a fiscally and managerially responsible manner to ensure Sutter County remains a viable and sustainable community to live, work, recreate, and raise a family.

Respectfully Submitted,

S/ Scott Mitnick
County Administrator

**Attachments:**

1. City DIF Agreement Resolution
2. City-County Development Impact Fee Collection Agreement
BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF SUTTER, STATE OF CALIFORNIA

RESOLUTION OF THE BOARD OF SUPERVISORS
ESTABLISHING A DEVELOPMENT IMPACT FEE
COLLECTION AGREEMENT BETWEEN THE CITY
OF YUBA CITY AND THE COUNTY OF SUTTER
FOR DEVELOPMENT IMPACT FEES COLLECTED
WITHIN BOTH JURISDICTIONS

RESOLUTION NO.

WHEREAS, the City of Yuba City (City) and County of Sutter (County) have the common power of collecting Development Impact Fees within their respective jurisdictions; and

WHEREAS, the City and County have traditionally assisted one another in the collection of said fees by allowing individuals who are seeking building permits to pay City fees to the County and County fees to the City, and;

WHEREAS, the collecting agency then forwards the respective fees to the other agency; and

WHEREAS, this practice enables all fees to be paid by customers at one time and in one location; and

WHEREAS, the County and City would like to formalize this practice by entering into this agreement; and

WHEREAS, the formation of this agreement is authorized by the provisions of Title I, Division 7, Chapter 5, of the California Government Code which allow public agencies to jointly exercise any powers which they have in common.

NOW, THEREFORE, BE IT RESOLVED that the Sutter County Board of Supervisors does hereby authorize the establishment of the attached agreement; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Sutter County Board of Supervisors does hereby authorize the County to collect and disburse development impact fees for the City of Yuba City in accordance with the provisions of the attached agreement.

PASSED AND ADOPTED by the Board of Supervisors of the County of Sutter, State of California, this 13th day of November 2018, by the following vote:

AYES:

NOES:

ABSENT:
ABSTAIN:

_____________________
DAN FLORES, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
DONNA M. JOHNSTON, COUNTY CLERK

BY: ______________________________
   DEPUTY
IMPACT FEE COLLECTION AGREEMENT

THIS AGREEMENT is made and entered into this ________ day of July 2018, by and between the CITY OF YUBA CITY, a municipal corporation (hereinafter referred to as "CITY") and COUNTY OF SUTTER, a political subdivision of the State of California (hereinafter referred to as “COUNTY”).

RECITALS

A. The COUNTY and CITY have the common power of collecting Development Impact Fees (hereinafter referred to as "Impact Fees") within their respective jurisdictions;

B. The COUNTY and CITY have traditionally assisted one another in the collection of said fees by allowing individuals who are seeking building permits to pay CITY fees to the COUNTY and COUNTY fees to the CITY. This practice allows all fees to be paid at one time and at one location. The collecting agency then forwards those fees to the other agency.

C. The COUNTY and CITY would like to formalize this practice by entering into this agreement which is authorized by the provisions of Title I, Division 7, Chapter 5, of the California Government Code which allow public agencies to jointly exercise any powers which they have in common.

AGREEMENT

The parties agree as follows:

1. Obligation of the CITY:

   a. CITY Duty to Collect Fees. CITY shall collect the Impact Fees for non-exempt property in the incorporated areas of Yuba City and in the unincorporated areas of Sutter County under the terms and conditions of this Agreement. The amounts of such Impact Fees are set forth in Exhibit A attached hereto.

   b. Amendment of Fees. As and when such Impact Fees are modified by COUNTY, COUNTY shall provide written notice of the modification to CITY together with copies of the COUNTY documents showing valid approval of the modified fees. Exhibit A.

   c. Fee Receipt. When the CITY collects the Impact Fee for each non-exempt property, it shall provide a receipt of payment of the Impact Fee (the “Fee Receipt”).

   d. Time of Collection of Fees. The CITY shall collect the Impact Fees at the time of issuance of a certificate of occupancy, or upon final inspection, whichever comes first, or at the time of issuance of a building permit if the provisions of
Government Code section 66007 are met by COUNTY. The impact fee shall be calculated based upon the date of payment. COUNTY shall provide CITY with written notification of the COUNTY’s compliance with the requirements of Section 66007.

e. Accounting and Payment. As and when Impact Fees are collected by CITY as hereinabove provided, CITY shall deliver the full amount of the Impact Fees, net any bank processing fees, to the CITY Finance Department, where the Impact Fees will be deposited in one of three separate accounts: “County of Sutter Levee Impact Fee,” “County of Sutter Roads Impact Fee,” and “County of Sutter Parks & Rec Impact Fee” (collectively referred to as “Impact Fee Accounts”). Each year, on or before the 15th day of September, CITY shall issue a warrant to COUNTY equal to the balance in the Impact Fee Accounts.

f. Building Permit Information. In addition to the information in subsection e above, CITY shall annually prepare and submit to COUNTY with the warrant a list of all building permits issued by the CITY for the period covered by the warrant, and the list shall include the following information: 1) type of development project; 2) site address and Assessor’s Parcel number of developed parcel; 3) name of permittee; and 4) square footage of each structure.

g. CITY Good Faith Reliance. CITY and its officials, officers, agents, and employees shall be held harmless by COUNTY and shall incur no liability in acting or proceeding in good faith upon any ordinance, resolution, notice, request, consent, waiver, certificate, statement or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by COUNTY or any official, officer, agent, or employee of COUNTY relating to the Impact Fees. Neither CITY nor any of their officials, officers, agents or employees shall be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements.

2. Obligations of the COUNTY:

a. COUNTY Duty to Collect Fees. COUNTY shall collect the Impact Fees for non-exempt property in the incorporated areas of Yuba City and in the unincorporated areas of Sutter County under the terms and conditions of this Agreement. The amounts of such Impact Fees are set forth in Exhibit B attached hereto. As and when such Impact Fees are modified by CITY, CITY shall provide written notice of the modification to COUNTY together with copies of the CITY documents showing valid approval of the modified fees. When the COUNTY collects the Impact Fee for each non-exempt property, it shall provide a receipt of payment of the Impact Fee (the “Fee Receipt”). The Fee Receipt shall contain the Assessor’s Parcel Number or other description sufficient to specifically identify the location of the property, the type of development and the amount of the Impact Fees collected for each structure.

b. Time of Collection of Fees. The COUNTY shall collect the Impact Fees at the time of issuance of a certificate of occupancy, or upon final inspection,
whichever comes first, or at the time of issuance of a building permit if the provisions of Government Code section 66007 are met by CITY. The impact fee shall be calculated based upon the date of payment. CITY shall provide COUNTY with written notification of the CITY’s compliance with the requirements of Section 66007.

c. **Accounting and Payment.** As and when Impact Fees are collected by COUNTY as hereinabove provided, COUNTY shall deliver the full amount of the Impact Fees, net any bank processing fees, to the COUNTY Auditor, where the Impact Fees will be deposited in one of three separate accounts: “City of Yuba City Levee Impact Fee,” “City of Yuba City Roads Impact Fee,” and “City of Yuba City Parks & Rec Impact Fee” (collectively referred to as “Fee Impact Accounts”). Each year, on or before the fifteenth day of September, COUNTY shall issue a warrant to CITY equal to the balance in the Impact Fee Accounts. In addition, COUNTY shall annually prepare and submit to CITY with the warrant a list of all building permits issued by the COUNTY for the period covered by the warrant, and the list shall include the following information: 1) type of development project; 2) site address and Assessor’s Parcel number of developed parcel; 3) name of permittee; and 4) square footage of each structure.

d. **COUNTY Good Faith Reliance.** COUNTY and its officials, officers, agents, and employees shall be held harmless by CITY and shall incur no liability in acting or proceeding in good faith upon any ordinance, resolution, notice, request, consent, waiver, certificate, statement or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by CITY or any official, officer, agent, or employee of CITY relating to the Impact Fees. Neither COUNTY nor any of their officials, officers, agents or employees shall be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements.

3. **Indemnity.**

a. The COUNTY shall defend (with counsel acceptable to CITY), indemnify and hold harmless CITY for any losses incurred as a result of imposition or collection of the Impact Fees, including claims, demands, protest, or causes of action and/or judgments, including attorney’s fees and costs, except to the extent that any losses are as a result of CITY’s, or its officers’, employees’ or agents’ misconduct or negligence. CITY shall provide COUNTY with reasonable notice of the claim or challenge.

b. The CITY shall defend (with counsel acceptable to COUNTY), indemnify and hold harmless COUNTY for any losses incurred as a result of imposition or collection of the Impact Fees, including claims, demands, protest, or causes of action and/or judgments, including attorneys fees and costs, except to the extent that any losses are as a result of COUNTY’s, or its officers’, employees’ or agents’ misconduct or negligence. COUNTY shall provide CITY with reasonable notice of the claim or challenge.

4. **Impact Fee Ordinance:**
a. COUNTY shall at all times during the term of this Agreement have in place and in effect Impact Fees adopted by ordinance. CITY shall have no obligation to collect the Impact Fees hereunder unless the COUNTY has adopted, imposed and levied such Impact Fees in accordance with the provisions of Government Code section 66000 et seq.

b. CITY shall at all times during the term of this Agreement have in place and in effect Impact Fees adopted by ordinance. COUNTY shall have no obligation to collect the Impact Fees hereunder unless the CITY has adopted, imposed and levied such Impact Fees in accordance with the provisions of Government Code section 66000 et seq.

5. Capital Facilities Plan:

   a. COUNTY may maintain a duly-adopted capital facilities plan or proposed construction schedule in support of said Impact Fees, and such plan shall be annually updated following a noticed meeting between representatives of the CITY and the COUNTY so that close cooperation can be maintained between the CITY and the COUNTY with respect to the adoption of the schedule or plan.

   b. CITY may maintain a duly-adopted capital facilities plan or proposed construction schedule in support of said Impact Fees, and such plan shall be annually updated following a noticed meeting between representatives of the COUNTY and the CITY so that close cooperation can be maintained between the COUNTY and the CITY with respect to the adoption of the schedule or plan.

6. Failure to Collect.

   a. It is agreed between the parties hereto that CITY shall pay to COUNTY only those Impact Fees actually collected, and that failure of CITY to collect any fee shall not result in any liability on the part of CITY to COUNTY for those uncollected fees.

   b. It is agreed between the parties hereto that COUNTY shall pay to CITY only those Impact Fees actually collected, and that failure of COUNTY to collect any fee shall not result in any liability on the part of COUNTY to CITY for those uncollected fees.

7. Termination of Agreement. Either party may terminate this Agreement without cause upon providing to the other party hereto a notice of the intent to cancel the agreement at least six (6) months in advance of the effective date of the cancellation.

8. Notices. Any notices or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, return receipt requested, postage prepaid, as follows:
If to the County:

County of Sutter
Scott Mitnick
County Administrative Officer
1160 Civic Center Boulevard, Suite A
Yuba City, California 95993

If to City:

City of Yuba City
Steve Kroeger
City Manager
1201 Civic Center Boulevard
Yuba City, California 95993

9. Waiver. The waiver by either party or a breach of any provision of this Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent breach. The making or the acceptance of a payment by either party with knowledge of the existence of a breach shall not operate or be construed to operate as a waiver of any subsequent breach.

10. Defenses.

a. Nothing in this Agreement or the execution hereof by the CITY shall be, or shall be construed to be, a waiver of CITY’s right to assert as a defense or as an affirmative allegation that it may impose or require the collection of the Impact Fees within the unincorporated territory of Sutter County without the consent of the COUNTY.

b. Nothing in this Agreement or the execution hereof by the COUNTY shall be, or shall be construed to be, a waiver of COUNTY’s right to assert as a defense or as an affirmative allegation that it may impose or require the collection of the Impact Fees within the incorporated territory of Sutter County without the consent of the CITY.

11. No Exclusive Remedy. No remedy conferred herein upon or reserved to the parties hereto is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any failure to comply with any term or condition of this Agreement shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

12. Entire Agreement. The provisions of this Agreement shall constitute the entire agreement between the parties. This Agreement may be modified only by written agreement duly executed by the parties hereto.
13. **Mutual Covenant to Cooperate.** COUNTY and CITY agree to cooperate with one another in all respects necessary to ensure the successful consummation of the actions contemplated by the Agreement, and each will take all actions within its authority to ensure cooperation of its officials, officers, agents and employees.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed by setting hereunto their signatures this ________ day of July 2018.

COUNTY OF SUTTER

By: ____________________________
DAN FLORES
Chairman, County of Sutter

CITY OF YUBA CITY

By: ____________________________
PREET DIDBAL
Mayor, City of Yuba City

ATTEST:

DONNA M. JOHNSTON, CLERK

By: ____________________________
Deputy

APPROVED AS TO FORM
SUTTER COUNTY COUNSEL

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

By: ____________________________
WILLIAM J. VANASEK
ASSISTANT COUNTY COUNSEL

By: ____________________________
TIMOTHY HAYES
CITY ATTORNEY

Attachment: City-County Development Impact Fee Collection Agreement (1264 : Development Impact Fee Agreement with City of Yuba City)
AGRICULTURE, PUBLIC PROTECTION AND GENERAL GOVERNMENT COMMITTEE
Standing Committee Staff Report

To: Agriculture, Public Protection & General Government Committee
From: Gina Rowland, Director of Human Resources
Department: Human Resources
Subject: Approval of Job Description and Salary Recommendation for the New Classification of Child Advocacy Coordinator

Recommendation:
Adopt the attached job description for the new classification of Child Advocacy Coordinator at salary range SUP42 ($5,315 - $6,505 Mo.) and allocate the classification to the Supervisory Unit.

Background:
The Human Resources Department has reviewed the request of the District Attorney to create a Child Advocacy Coordinator classification within the District Attorney’s Office Victim Services Program.

The Child Advocacy Coordinator classification is responsible for the general administration and supervision of the Sutter County Child Advocacy Center, a project of the Sutter County Victim Services Program. The incumbent is a working level supervisor with significant responsibility for establishing and maintaining collaborative relationships with community partners; assisting with the formulation of program objectives, policies and procedures; assisting with the application for and monitoring of grant funds that support the program. In addition to program administration and staff supervision, the incumbent is expected to provide direct service and assistance to victims and witnesses in a variety of sensitive and complex cases.

A new job description has been prepared to reflect the duties and responsibilities (copy attached).

A salary survey of our 10-Counties did not find comparable matches to this unique classification. Internally, the position is the same salary range, has similar duties and level of responsibilities as the Prevention Services Coordinator and the Social Worker Supervisor Child Services I. Salary range SUP42 ($5,315 - $6,505 Mo.) is being recommended.

Prior Board Action:
No prior action has been taken on the job description; however, the Board of Supervisors authorized the District Attorney’s Office to apply for and receive Child Advocacy Center Program Grant funds on February 27, 2018.

Board Alternatives:
There are no viable alternatives. This recommendation is to approve the job description and salary range only.
Other Department and/or Agency Involvement:
The District Attorney concurs with the creation of this classification and recommendations.

Action Following Approval:
Human Resources will post the new job description and open a recruitment to fill the Child Advocacy Coordinator position.

Fiscal Impact:
There is no fiscal impact with the adoption of a new job description. However, the proposed position for a Child Advocacy Center Coordinator is based on the salary and step range for a Social Worker Children’s Services Supervisor I (SUP42) position, and the anticipated total salary and benefits is approximately $106,004 funded exclusively by the grant.

Countywide Goals and/or Top Priorities Compliance:
Approval of this item complies with the following Countywide Goal:

A. Operate County government in a fiscally and managerially responsible manner to ensure Sutter County remains a viable and sustainable community to live, work, recreate, and raise a family.
B. Maintain strong commitment to public safety (including Law Enforcement, District Attorney, Public Defender, Probation, Fire, Emergency Management, and related services).
C. Provide responsive and cost-effective social services (with measurable results) to an increasingly diverse and complex society.

Standing Committee Review:
This item is referred to the Agriculture/Public Protection & General Government Committee for review.

Respectfully Submitted,

s/ Gina Rowland
Director of Human Resources

Margaret Fraumeni
Margaret Fraumeni, Human Resources Analyst 11/5/2018

Attachments:
1. Child Advocacy Coordinator Job Spec 11-18
CHILD ADVOCACY COORDINATOR

DEFINITION

Under the direction of the Program Manager – Victim Witness, the Child Advocacy Coordinator provides enhanced coordination of criminal child abuse and neglect cases within the Child Advocacy Center to ensure timely resolutions, efficient communications, and information sharing. The Child Advocacy Coordinator also provides support in direct service, consultation, and case management to the Program Manager – Victim Witness.

CLASS CHARACTERISTICS

This classification is responsible for the general administration and supervision of the Sutter County Child Advocacy Center, a project of the Sutter County Victim Services Program. The incumbent is a working level supervisor with significant responsibility for establishing and maintaining collaborative relationships with community partners; assisting with the formulation of program objectives, policies and procedures; assisting with the application for and monitoring of grant funds that support the program. In addition to program administration and staff supervision, the incumbent is expected to provide direct service and assistance to victims and witnesses in a variety of sensitive and complex cases.

EXAMPLES OF ESSENTIAL DUTIES The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other related duties may be required and assigned.

1. Establishes and maintains collaborative relationships with community partners (including child protection, law enforcement, the District Attorney’s Office, Health and Human Services, Probation, victim advocates, education, mental health, and medical professionals) that support the quality and effectiveness of program delivery, and that ensure that each child entering the Center receives immediate and coordinated services.
2. Actively participates in all aspects of the forensic interview process.
3. Coordinates the forensic interview process, including
   a. receiving referrals and working with all involved parties to schedule interviews;
   b. facilitating on-site team meetings before and after the forensic interview;
   c. assuming a lead role in observing or conducting forensic child interviews with multi-disciplinary team members.
4. Debriefs the child and family after the forensic interview to clarify next steps.
5. Provides crisis intervention and supportive counseling as needed.
6. Maintains records and enters data into a case management database.
7. Provides education about the purpose of an MDT response and the process of investigation and prosecution in the criminal and civil court systems.
8. Assesses the needs of children and their caregivers, and works closely with community partners to ensure that clients receive services that are aligned with their needs.
9. Work closely with community partners to facilitate ongoing case coordination and information sharing, as needed.
10. Provides court testimony in criminal and abuse and neglect proceedings, as needed.
11. Maintains continuing education requirements consistent with National Children’s Alliance (NCA) accreditation standards, including participating in peer review, supervision, and other trainings.
12. Coordinates and facilitates MDT meetings, case reviews, and team training; drafting and implements team policies and procedures; resolving and mediating team conflicts; responding to team requests and correspondence; and ensuring participation of all team agencies.
13. Coordinates and organizes child sexual abuse prevention trainings, and community outreach opportunities in collaboration with the Multidisciplinary Team and community partners.
14. Develops, administers, monitors and documents the implementation of program policies and procedures, in accordance with NCA accreditation standards.
15. Represents the Center at local, state, and national level network meetings.
16. Serves on key boards, consortiums, or task forces that will help elevate the profile of the Center and its work.
17. Ensures the quality of the programs being delivered by reviewing evaluation and outcome measures, and ensuring program strategy is aligned to meeting program goals.
18. With the support of the Victim Services Program Manager, completes program reports for national, state, and local government grants that support the Center’s programs, as well as reports for other funding sources as required.
19. With the Victim Services Program Manager, provides supervision and consultation to program delivery staff and volunteers, as needed.
20. Participates in broader organizational activities and services as necessary.
21. Assists with the planning of special events, fundraisers, and trainings as needed.

MINIMUM QUALIFICATIONS

Knowledge of: The criminal justice and/or child welfare systems with regard to child abuse reporting, investigations and response; familiarity with a Multidisciplinary Team (MDT) approach to the investigation, prosecution, and prevention of child abuse; current research and best practices in forensic interviewing, child maltreatment, and related fields; child development; dynamics of child sexual abuse, physical abuse and neglect; understanding of trauma dynamics; understanding of cultural competency; community and state resources available to aid victims of crime; crisis intervention counseling techniques and principles; sociological, psychological and cultural aspects of crime and victims of crime; basic supervision and employee development principles and practices; principles and practices of administration and rules of grant funding; public relations, community needs, and available community resources as they relate to the program; applicable laws/regulations; basic computer applications and techniques as they relate to performance of duties; basic mathematics; and standard office equipment.
Ability to: Plan, organize, and direct a Child Advocacy program; assist with formulating and managing policies for the assigned program; understand and deal effectively with victims and witnesses of crime; provide emotional support to reduce trauma associated with being a victim of a crime; assess the needs of program clients; interpret and apply regulations concerning victims eligibility and rights; coordinate community resources and make appropriate referrals to aid victims; recruit, train and supervise volunteers; skill in networking between agencies and professionals; work calmly and effectively in high pressure, high intensity situations; to work productively with minimal supervision; to work with diverse populations; to stay organized and have an attention to detail; excellent written and oral communication skills; having a high comfort with technology, particularly MS Office applications and the Internet; prepare and present effective written or oral reports regarding victims and the victim/witness program; establish and maintain an effective professional working relationship with the community resources, and other community organizations; elicit pertinent information from crime victims to providing necessary support services; communicate effectively both orally and in writing; prepare and maintain accurate records; observe the rules and laws of confidentiality; respond to adverse situations in a calm and controlled purposeful manner; use computer, related hardware and software applications in the performance of duties, and operate standard office equipment.

Education and Experience: A Bachelor’s Degree with a major in child development, social work or a related field. A Master’s Degree in a related field is highly desired. Equivalent to four years progressively responsible experience in criminal justice, human services, or professional training in child welfare with at least one year of at a supervisory level. Experience in child/adolescent forensic interviewing, child development, maltreatment and trauma is highly desirable; or any combination of education and experience that provides equivalent knowledge, skills and abilities.

Special Requirements: Essential Duties require the following physical skills and work requirements:
Requires the ability to maintain mental capacity which allows the capability of exercising sound judgment and rational thinking under varied circumstances; the ability to exert a small amount of physical effort in sedentary to light work involving moving from one area of the office to another; ability to see; ability to hear and communicate orally; requires sufficient hand/eye coordination to perform semi-skilled repetitive movements, such as using a computer, or use of other office equipment or supplies; ability to operate a motor vehicle.

License or Certificate: Must possess and maintain a valid driver's license.
The District Attorney proposes the following actions:

1. Board approval to add a Limited Term Child Advocacy Coordinator with benefits position.
2. Board approval to amend the position allocation schedule of the District Attorney's Office to reflect this change.

BACKGROUND AND DISCUSSION

The District Attorney’s Office Victim Services Program has been authorized to apply for and receive grant funds through the California Office of Emergency Services to establish a Child Advocacy Center. A Child Advocacy Center (CAC) is a safe, child-friendly place where children and families can receive the necessary support and services to assist child abuse victims through the criminal investigation and court processes. Child Advocacy Centers utilize a multidisciplinary model that involves professionals from law enforcement, the District Attorney’s office, child welfare, mental health, advocacy programs, and other local partners who are dedicated to assisting abused children and their families.

Child Advocacy Centers are important assets for communities because: 1. they minimize re-traumatization of abused children from having to repeatedly tell their stories to multiple parties; 2. services are provided to children and families in a child family setting (as opposed to a setting such as a police station, in which the child might think that they are in trouble); 3. co-located services, such as mental health, allow children and families to receive prompt care from knowledgeable practitioners who are informed about the case; 4. coordinated investigations result in successful prosecutions (for example, a 2008 study showed an average 94% conviction rate of CAC cases that carried forward); and 5. child advocacy centers save communities money because coordinated investigations are efficient and more effective (for example, a 2006 study showed that the CAC model saved an average of $1,000 per child abuse case compared to non-CAC communities). In addition to Child Advocacy Centers providing intervention services, they also offer child abuse prevention education to adults and children.
The District Attorney’s Office Victim Services Program is currently the coordinating agency for the Sutter County Child Abuse Multidisciplinary Team that was formally formed in November of 2016. That team includes:

- Sutter County District Attorney’s Office
  - Sutter County Victim Services Program
- Sutter County Counsel’s Office
- Sutter County Sheriff’s Office
- Sutter County Probation Department
- Sutter County Health and Human Services Department
  - Sutter County Child Protective Services (CPS)
  - Sutter-Yuba Behavioral Health
- Yuba City Police Department
- Yuba County Victim Services Program
- Casa de Esperanza Domestic Violence Shelter and Services

Currently, child forensic interviews occur at the Victim Services Office. The existing office space is a professional setting that is used for victim/witness advocacy services and is not ideal for families who are present for a forensic interview. An example would be that the existing waiting room is open to the general public as opposed to a more comfortable, private waiting room with child-friendly activities. It should be noted that the District Attorney’s Office’s efforts to rebuild the Victim Services Program have resulted in a lack of office space to develop a CAC due to increased staffing. As the strength of the child advocacy center model is in its providing of access to all of the services necessary to serve abused children in families in one location, it will be necessary to utilize a site separate from the Victim Services Program. Fortunately, there is available grant funds to remodel existing Sutter County office space to accommodate its use for a child advocacy center.

The Victim Services Program is currently in the ad hoc role of coordinating local efforts for the Sutter County Child Abuse Multidisciplinary Team, including scheduling of forensic interviews, maintaining records, and organizing meetings between the partnered agencies. These tasks are overseen by the Victim Services Program Manager. The additional responsibilities that are associated with operating a fully functional Child Advocacy Center will require additional staff. This request would allow for the hiring of an experienced social worker to serve as the coordinator for a dedicated child advocacy center. The coordinator would be responsible for the day-to-day management of the child advocacy center, including conducting child forensic interviews as an interviewer, scheduling interviews, coordinating efforts between partnered agencies, maintaining case records, reporting statistical data and developing a community outreach program.

It should be noted that 96 individuals were referred to the Sutter County Child Abuse Multidisciplinary Team (MDT) in calendar year 2017, an average of 1.86 referrals per week; as of the time of this writing on October 25, 2018, there have been 132 referrals to the MDT, an average of 3.14 referrals per week.

The Child Advocacy Center (KC) Grant has been approved as of May 18, 2018. The initial grant proposal was for $175,000 in grant funds to be matched with $43,750 of general fund monies (and a request for a waiver to reduce the total general fund liability to $10,000). The current grant approved is for $275,000 with an in-kind match of $13,750 after waiver request approval. As $13,750 is an in-kind match, it causes no impact on the general fund balance. The performance period for this grant is April 1, 2018 to March 30, 2019. The California Office of Emergency Services has indicated that funding for the Child Advocacy Center (KC) Grant will be available for at least one more year beyond the initial year of funding, but has not yet released a formal request for applications for that time frame.

Under Sutter County “Personnel Rules and Regulations”, a limited term employee is to perform a specific mission in a given period of time to a special program.

2.23 Limited Term Employee
An employee who is employed to perform a specific mission in a given period of time pursuant to a special program adopted by the Board of Supervisors.

At this time, it is unknown if sufficient funds exist that would allow for this position to become permanent. The request is for a Limited Term Employee.

PRIOR BOARD ACTION

The Board of Supervisors authorized the District Attorney’s Office to apply for and receive Child Advocacy Center Program (KC) Grant funds on February 27, 2018.

ALTERNATIVES

In the event that the request is not approved, it is likely that the child advocacy center project will not be fully realized, due to insufficient staffing. It is also likely that some of the funding for the Child Advocacy Center (KC) Grant would need to be reverted to the California Office of Emergency Services, which could negatively impact the District Attorney’s office’s standing when applying for future grants from this funder.

OTHER DEPARTMENT AND/OR AGENCY INVOLVEMENT

The County Administrative Office has reviewed this request.

ACTION FOLLOWING APPROVAL

Upon approval, the District Attorney’s Office will submit the proper forms to request the Human Resources department to open recruitment to fill the position.

FISCAL IMPACT

The proposed position for a Child Advocacy Center Coordinator is based on the salary and step range for a Social Worker Children’s Services Supervisor 1 (SUP42) position, and the anticipated total salary and benefits is approximately $106,004 funded exclusively by the grant.

STANDING COMMITTEE REVIEW

This item is referred to the Agriculture/ Public Protection & General Government Committee for review.

Countywide Goals & Top Priorities Compliance:

Approval of this item complies with the following Countywide Goal:

A. Operate County government in a fiscally and managerially responsible manner to ensure Sutter County remains a viable and sustainable community to live, work, recreate, and raise a family.
B. Maintain strong commitment to public safety (including Law Enforcement, District Attorney, Public Defender, Probation, Fire, Emergency Management, and related services).
C. Provide responsive and cost-effective social services (with measurable results) to an increasingly diverse and complex society.

Respectfully Submitted,
S/ Amanda Hopper
District Attorney