STATE OF CALIFORNIA, COUNTY OF SIERRA
BOARD OF SUPERVISORS
AGENDA
REGULAR MEETING

Lee Adams, Vice-Chair, District 1
P.O. Box 1 - Downieville, CA 95936 - 530-289-3506 - supervisor1@sierracounty.ca.gov
Peter W. Huebner, District 2
P.O. Box 349 - Sierra City, CA 96125 - 530-565-6055 - phuebner@sierracounty.ca.gov
Paul Roen, District 3
P.O. Box 43 - Calpine, CA 96124 - 209-479-2770 - supervisor3@sierracounty.ca.gov
Jim Beard, Chair, District 4
P.O. Box 1140 - Loyalton, CA 96118 - 530-565-6092 -jbeard@sierracounty.ca.gov
Sharon Dryden, District 5
P.O. Box 246 - Loyalton, CA 96118 - 530-913-9218 - sdryden@sierracounty.ca.gov

The Sierra County Board of Supervisors will meet in regular session commencing at 9:00 a.m. on June 16, 2020. This meeting will be recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

In accordance with the Governor's Executive Order pertaining to convening of public meetings in response to COVID-19 pandemic, the Board of Supervisors will hold meetings via teleconference. The Board of Supervisors' Chambers will remain closed until further notice.

The public may observe and provide public comments by using the WebEx options below:

By Phone: 1-408-418-9388
Access Code: 146 250 4208

By PC: https://tinyurl.com/061620bos
Access Code: 146 250 4208

NOTICE
Accommodations for individuals with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof, can be made with the Clerk of the Board and CA Relay Services 711 prior to the meeting. The Clerk of the Board may be reached at 530-289-3295 or at the following address:

Heather Foster
Clerk of the Board of Supervisors
P.O. Box D
Downieville, CA 95936

clerk-recorder@sierracounty.ca.gov

All items posted on the agenda, including under correspondence, may be acted upon by the Board of Supervisors. However, matters under committee reports and department manager's reports may be briefly addressed by the Board or Staff but no action or discussion shall be undertaken on any item not appearing on the posted agenda. (GC 54954.2) The Board of Supervisors may hold a Closed Session as the agenda schedule permits.

REGULAR AGENDA

1. 9:00 A.M. **STANDING ORDERS**

   - Call to Order
   - Pledge of Allegiance
   - Roll Call
   - Approval of Consent Agenda, Regular Agenda and Correspondence to be addressed by the Board

2. **PUBLIC COMMENT OPPORTUNITY**

   Matters under the jurisdiction of the Board not on this posted agenda may be addressed by the general public during the Public Comment Opportunity time. No action may be taken or substantive discussion pursued on matters not on the posted agenda. Public comment is regulated by the Sierra County Board of Supervisors' Rules and Procedures. You may obtain a copy of the Public Comment rules from the Clerk. The Board limits public comment to three minutes per person and not more than three individuals addressing the same subject.

3. **COMMITTEE REPORTS & ANNOUNCEMENTS**

   Board members will report on committee meetings and/or activities. Board members or members of the public may ask questions for clarification but no action will be taken.

4. **DEPARTMENT MANAGERS' REPORTS & ANNOUNCEMENTS**

   Department Managers may provide brief reports on activities within their departments. Board members or members of the public may ask questions for clarification but no action will be taken.

5. **FOREST SERVICE UPDATE**

   Update by District Ranger on items that may affect the County of Sierra.

6. **PROBATION - CHUCK HENSON**

6.A. Resolution adopting the 2020-2021 annual budget for Juvenile Justice Crime Prevention Act (JJCP) & Juvenile Probation Camp Funding (JPCF).

Documents:

JJCP 20-21 Budget.pdf

6.B. Resolution approving the proposed 2020-2021 budget for the Community Corrections Partnership (CCP).

Documents:

CCP 20-21 Budget.pdf

7. **BOARD OF SUPERVISORS**

7.A. CONTINUED COVID-19 PUBLIC HEALTH EMERGENCY UPDATE: Report from the Sierra County Public Health, County of Emergency Services, County Department Managers, Forest Service Representatives, and other local agencies on recent developments relating to the COVID-19 Public Health Emergency and possible action/direction to staff. (CLERK OF THE BOARD)

Documents:

COVID-19 Item.pdf

7.B. Discussion/action with respect to fees implemented by the Plumas National Forest for use of boat ramp at Gold Lake and hiking trail to Frazier Falls. (SUPERVISOR HUEBNER)

Documents:

Gold Lake fees copy.pdf

7.C. Discussion/direction to staff regarding transfer of .82 acre parcel adjacent to the Downieville Cemetery from the County of Sierra to the Sierra County Cemetery District No. 3. (SUPERVISOR ADAMS)

Documents:

Paupers grave transfer.pdf

8. **PUBLIC WORKS/TRANSPORTATION - TIM BEALS**

8.A. License Agreement (Public Safety Power Shutoff) with Pacific Gas and Electric Company for use of a portion of the Lower Alleghany Fire Department located at 514 Miners Street (same location as the County Road Shop) Alleghany, Assessor's Parcel Number 004-270-006 as a customer resource center during public safety power shutoff events.

Documents:

License Agreement.Item.pdf

8.B. Review and direction to staff on proposal to hire three part time positions (road maintenance worker 1-Step A through C) for a "brush removal crew" not to exceed a 60 to 90 day period (July through September) to remove and dispose of roadside brush on all County roads and park facilities.

Documents:

ROP Brush Crew.pdf

8.C. Rescission of Agreement No. 2020-003 and approval of revised agreement with Plumas County for County Free Library Services.

Documents:

Plumas County Library.pdf

9. **COUNTY BOARD OF SUPERVISORS AND COUNTY SERVICE AREAS JOINT MEETING**

Board of Supervisors to convene as the County Service Area (CSA) Board of Directors and to hold joint meetings as both the County Board of Supervisors and the CSA Board of Directors.

9.A. Discussion/direction/adoption of a resolution setting the County Service Area Preliminary Budget for Fiscal Year 2020-2021.

Documents:

CSA Preliminary Budget.pdf

9.B. Discussion/direction/adoption of a resolution setting the County & Special Revenue Funds Preliminary Budget for Fiscal Year 2020-2021.

Documents:

Preliminary budget 20 21.pdf

9.C. Minutes from the County Service Area Board of Directors meeting held May 19, 2020. (CLERK)

Documents:

05192020csa minutes.pdf

9.D. Minutes from the County Service Area Board of Directors meeting held June 2, 2020. (CLERK)

Documents:

06022020csa minutes.pdf

10. **TIMED ITEMS**

10.A. 10:00 AM UC COOPERATIVE EXTENSION

Presentation by Tracy Schohr, UC Cooperative Extenstion Livestock and Natural Resource Advisor on the Annual Report for Plumas and Sierra County.

Documents:

UC Cooperative Ext..pdf

10.B. 10:30 AM HOUSING TOOLS - NO PLACE LIKE HOME HOMELESS PLAN

Approval of the Plumas and Sierra Counties Plan to address Homelessness; accept the Sierra County Housing Study and the No Place Like Home (NPLH) Housing Site Feasibility Study for Sierra County; and authorize staff to issue a Request for Qualifications (RFQ) in order to solicit information from potential development sponsors as to their experience and qualifications to pursue an NPLH project in Sierra County.

Documents:

Housing Tools NPLH Board.pdf

10.C. 11:00 AM SIERRA COUNTY LAND TRUST

Presentation and report on the completion of the Sierra County Land Trust Packer Saddle Fuel Reduction Project.

Documents:

Packer Saddle Project.Item.pdf

10.D. 1:30 PM COUNTY SERVICE AREA BOARD OF DIRECTORS

Meeting of the County Service Area (CSA) Board of Directors.

10.D.i. PUBLIC HEARING - COUNTY SERVICE AREA 4, ZONE 4B FORMATION

Conduct a public hearing to consider the formation of a County Service Area Zone within County Service Area 4 to provide an adequate and reliable level of emergency services to the Sierra County communities of Verdi and Long Valley.

Documents:

CSA Public Hearing.pdf

10.D.ii. Resolution forming County Service Area 4, Zone 4B consistent with the Resolution 2020-001 adopted on May 19, 2020, upon determination that a majority protest does not exist, subject to the approval of the proposed fee that will be considered in a proposition 218 protest hearing set for August 4, 2020.

Documents:

Formation Rso.ROP.pdf

10.D.iii. Resolution approving the engineering report and proposed fee to be imposed within the newly formed County Service Area 4, Zone 4B that will be subject to a Proposition 218 protest hearing conducted on August 4, 2020.

Documents:

Engineering Report. Fee.ROP.pdf

11. **CLOSED SESSION**

11.A. Closed session pursuant to Government Code Section 54957 - performance review regarding Personnel Director.

Documents:

Closed Session.pdf

12. **CONSENT AGENDA**

Items placed on the Consent Agenda are of a routine and non-controversial nature and are approved by a blanket roll call vote. At the time the Consent Agenda is considered,

items may be deleted from the Consent Agenda by any Board member or Department Manager and added to the Regular Agenda directed by the Chairman.

12.A. Agreement for professional services between Prentice Long, Sophia R. Meyer, and the County of Sierra. (ASSESSOR)

Documents:

Assessor Counsel Services_Sophia R Meyer.pdf

12.B. Approval of quote for Barracuda Total Email Protection. (INFORMATION SYSTEMS)

Documents:

Barracuda Email Protection.pdf

12.C. Resolution authorizing the Auditor to make changes to the 2019/20 Final Budget for Storm Damage and Victim Witness. (AUDITOR)

Documents:

Budget Changes VW SD.pdf

12.D. Agreement for Transportation Services in the amount of $54,000 between County of Sierra and Golden Rays Senior Citizens of Sierra County, Inc. for Fiscal Year 2021. (PUBLIC WORKS)

Documents:

Golden Rays.Item.pdf

12.E. Agreement for Transportation Services in the amount of $54,000 between County of Sierra and Incorporated Senior Citizens of Sierra County for Fiscal Year 2021. (PUBLIC WORKS)

Documents:

Inc. Seniors.Item..pdf

12.F. Authorization to pay invoice 101067 to Love It or Shove It for rental of excavator and masticator utilized for road/shoulder work for repairs on Sailor Ravine, County Road 505, a 2017 Disaster FEMA site. (PUBLIC WORKS)

Documents:

Excavator Invoice.Item.pdf

12.G. Resolution authorizing the Auditor to make certain transfers for Fiscal Year 2019/2020 from Social Services Realignment to Public Health Realignment. (SOCIAL SERVICES)

Documents:

PH SS Realignment Transfer Board.pdf

12.H. Resolution authorizing the Auditor to make certain changes to the Social Services Assistance 2019-2020 Final Budget. (SOCIAL SERVICES)

Documents:

Budget Adjustment 5810 Board.pdf

12.I. Lease Agreement between Richard and Sharon Elorza and Sierra County Human Services. (PUBLIC HEALTH)

Documents:

Elorza Board.pdf

12.J. Professional Services Agreement between James McCubbrey, Ph.D. and Sierra County for Tobacco Use Reduction Plan Evaluation services. (PUBLIC HEALTH)

Documents:

McCubbrey Board.pdf

12.K. Professional Services Agreement between Barbara Coffman, MFT, and Sierra County for behavioral health services. (BEHAVIORAL HEALTH)

Documents:

Coffman Board.pdf

12.L. Professional Services Agreement between Crestwood Behavioral Health, Inc. and Sierra County for adult residential care services. (BEHAVIORAL HEALTH)

Documents:

Crestwood Board.pdf

12.M. Professional Services Agreement between Dr. Don Stembridge, Ph.D., and Sierra County for behavioral health services. (BEHAVIORAL HEALTH)

Documents:

Stembridge Board.pdf

12.N. Professional Services Agreement between Nevada County Department of Health and Human Services and Sierra County for Crisis Stabilization Unit (CSU) services. (BEHAVIORAL HEALTH)

Documents:

Nevada County CSU Board.pdf

12.O. Professional Services Agreement between Nevada County Department of Health and Human Services and Sierra County for respite services. (BEHAVIORAL HEALTH)

Documents:

Nevada County Respite Board.pdf

12.P. Professional Services Agreement between Oliver Ocskay, Ph.D. and Sierra County for behavioral health services. (BEHAVIORAL HEALTH)

Documents:

Ocskay Board.pdf

12.Q. Professional Services Agreement between Plumas Crisis Intervention and Resource Center and Sierra County for crisis line services. (BEHAVIORAL HEALTH)

Documents:

PCIRC Board.pdf

12.R. Professional Services Agreement between Thomas E. Bittker, M.D., and Sierra County for behavioral health services (BEHAVIORAL HEALTH)

Documents:

Bittker Board.pdf

12.S. Professional Services Agreement between Willow Glen Care Center and Sierra County for adult residential care services. (BEHAVIORAL HEALTH)

Documents:

Willow Glen Board.pdf

12.T. Resolution approving the amendment to the Mental Health Services Act Plan 2017-2020 Fiscal Year 2019/2020 Annual Update Capital Facilities and Technologies Component. (BEHAVIORAL HEALTH)

Documents:

MHSA Annual Update Board.pdf

12.U. Professional Services Agreement between Mary Lowe, LMFT, and Sierra County for behavioral health services. (BEHAVIORAL HEALTH)

Documents:

Lowe Board.pdf

12.V. Minutes from the special meeting held on April 16, 2020. (CLERK)

Documents:

04162020 minutes.pdf

12.W. Minutes from the regular meeting held April 21, 2020. (CLERK)

Documents:

04212020 minutes.pdf

12.X. Minutes from the regular meeting held on May 5, 2020. (CLERK)

Documents:

05052020 minutes.pdf

ADJOURN

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: Probation Department
APPROVING PARTY: Charles W Henson
PHONE NUMBER: 530.289.3277

AGENDA ITEM: 2020-2021 Annual Budget for Juvenile Justice Crime Prevention Act (JJCP) & Juvenile Probation Camp Funding (JPCF).

SUPPORTIVE DOCUMENTS ATTACHED: ☒Memo ☒Resolution ☐Agreement ☐Other

BACKGROUND INFORMATION: Memo attached

FUNDING SOURCE: JJCP & JPCF GRANTS
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $ N/A

ARE ADDITIONAL PERSONNEL REQUIRED?	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☐Yes ☒No
☐Yes, -- -- ☒No	**IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2019- _____ Agreement 2019- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Probation Department
Sierra County

Charles W. Henson
Interim Chief Probation Officer

P.O. Box 67
Downieville, California 95936
(530) 289-3277
FAX (530) 289-2821

Hon. Charles H. Ervin
Hon. Yvette Durant
Superior Court Judges

To: Board of Supervisors

From: Charles Henson

Date: June 9, 2020

Subject: JJCPA & JPCF Annual Budgets

Acronym	Full Name	Defined in	Cash in Account
JJCPA	Juvenile Justice Crime Prevention Act	30061 GC	$230,000
JPCF	Juvenile Probation Camp Funding	18221 WIC	$90,000

GC = Government Code
WIC = Welfare & Institutions Code

Other Acronyms used

JJCC	Juvenile Justice Coordinating Counsel	749.22 WIC
JJC	Juvenile Justice Commission	225 WIC

Because of their similar sounding names, these two groups are easily confused. The JJC is a board of county citizens appointed by the juvenile court judge. Their duties can be found in §229 WIC and are summarized as follows, “It shall be the duty of a juvenile justice commission to inquire into the administration of the juvenile court law in the county or region in which the commission serves.” The JJC is not active in Sierra County but current steps are being made to reestablish the group; it has nothing to do with budgets but will be instrumental in the selection process for the permanent Chief Probation Officer.

The make up of the JJCC is defined by statute. Their primary duty is to develop a budget and action plan for the two funds listed above, which the probation department submits to the county board of supervisors for local approval and to the Board of State & Community Corrections (BSCC) for review and final approval. The JJCC is made up of the following:

- chief probation officer, as chair, (Chuck Henson)

- representative from the district attorney's office, (Sandra Groven)
- representative from the public defender's office, (J. Lon Cooper)
- representative from the sheriff's department, (Mike Fisher)
- representative from the board of supervisors, (Sharon Dryden)
- representative from the department of social services, (Lea Salas)
- representative from the department of mental health, (Vicki Clark)
- representative from a community-based drug and alcohol program, (vacant)
- representative from the county office of education or a school district, (James Berardi)
- an at-large community representative. (Docia Bostrom)
- representative from community-based organizations serving juveniles (vacant)

The duty of the JJCC is to, "...develop a comprehensive, multiagency plan that identifies the resources and strategies for providing an effective continuum of responses for the prevention, intervention, supervision, treatment, and incarceration of male and female juvenile offenders, including strategies to develop and implement locally based or regionally based out-of-home placement options for youths who are persons described in Section 602..."

Section 602 WIC is one of three sections that describes minors who come before the courts, probation or social services. They can be summarized as follows:

300 WIC: Children who are victims of abuse or neglect
601 WIC: Minors who commit "status offenses" (acts that are only illegal because off age (truancy, running away from home, etc.)
602 WIC: Minors who commit acts that are crimes regardless of age

Although not required by statute, this committee also discusses the budget and income derived from Juvenile Probation Camp Funding (JPCF).

JJCPA	JPCF
36001(b)(IV) (B) Programs, strategies, and system enhancements proposed to be funded under this chapter shall satisfy all of the following requirements: (i) Be based on programs and approaches that have been demonstrated to be effective in reducing delinquency and addressing juvenile crime for any elements of response to juvenile crime and delinquency, including prevention, intervention, suppression, and incapacitation.	18221(b) WIC (b) Services authorized under this section include all of the following: (1) Educational advocacy and attendance monitoring. (2) Mental health assessment and counseling. (3) Home detention. (4) Social responsibility training. (5) Family mentoring. (6) Parent peer support. (7) Life skills counseling. (8) Direct provision of, and referral to, prevocational and vocational training.

(ii) Collaborate and integrate services of all the resources set forth in clause (i) of subparagraph (A), to the extent appropriate. (iii) Employ information sharing systems to ensure that county actions are fully coordinated, and designed to provide data for measuring the success of juvenile justice programs and strategies.	(9) Family crisis intervention. (10) Individual, family, and group counseling. (11) Parenting skills development. (12) Drug and alcohol education. (13) Respite care. (14) Counseling, monitoring, and treatment. (15) Gang intervention. (16) Sex and health education. (17) Anger management, violence prevention, and conflict resolution. (18) Aftercare services as juveniles transition back into the community and reintegrate into their families. (19) Information and referral regarding the availability of community services. (20) Case management. (21) Therapeutic day treatment. (22) Transportation related to any of the services described in this subdivision. (23) Emergency and temporary shelter.

The JJCC has duly met on May 18, 2020, and approved the plan outlined below. The budget may not cover all existing revenues, but the JJCC wanted to make sure that the basics were covered in a timely fashion. Other options may be explored and if approved by the JJCC they will be presented to the board in due time.

JJCPA (8491002 - Account 5165) Requests:

Amount	Relates to	Description
$2,500	(B)(i) incapacitation	Bookings & Commits to juvenile hall in Nevada County.
$3,000	(B)(i)...including prevention, intervention	Awarded to “Friday Night Live” program
$7,000	(B)(i) … prevention, intervention	Cap on funding designated to assist at risk distanced youth with equipment to remain engaged in distance learning due to COVID-19.
$13,000	(B)(i) … prevention, intervention	Cap on funding designated to identify and assist at risk distanced youth with counseling/peer support services.
$70,000	(B)(ii) … integrate services of all the resources	Directly funds deputy probation officer and other staff to develop, implement, maintain, and supervise all juvenile services.

JPCF (8134000 - Account 5165) Requests:

$2,500	(3) Home detention	Funds electronic monitoring.
$5,000	(10) Individual, family, and group counseling.	Awarded to High Sierras Family Services
$70,000	(1), (5), (6), (7), (9), (14), (17), (20), (22)	Directly funds deputy probation officer and other staff to develop, implement, maintain and supervise all juvenile services.

Further Information:

Juvenile hall & electronic monitoring:

- Sierra County does not have, or need a designated local juvenile hall facility. These services are contracted with Nevada County. Juvenile bookings are somewhat expensive when compared to adult bookings, but fairly rare (average about 10 days a year). The current daily rate is approximately $100.
- The probation department's electronic monitoring program costs about $6 a day. Recent law changes prohibit billing juveniles or their families for the cost of electronic monitoring.

Friday Night Live (FNL):

- The total requested represents $500 per FNL chapter (Downieville elementary, middle & high school, Loyalton elementary, middle & high school).
- The plan approved by the JJCC is to just transfer the money directly and have the program keep their own books, as opposed to having them bill against the amount.
- Truancy and school performance can be a major predictor of future delinquency and if it goes unchecked adult, criminality. According to a study published by U.S. Census Bureau, "while 18 percent of the general population does not have a high school diploma or equivalent, over 40 percent of the adult correctional population has not completed high school (Harlow 2003)."
- Although numbers can be deceiving because Sierra County is so small, according to the webpage Kidsdata.org, which cites the California Dept. of Education as its source, Sierra County has one of the worst truancy rates in the state.
- The FNL program attempts to reduce truancy and promote education by getting students involved in their program.

Distance learning equipment:

- The JJCC together with the Sierra Plumas Joint Unified School District (SPJUSD) has identified a need for additional Cromebook, tablets and WiFi boosters that the school district is not currently able to provide, to assist youth students who are experiencing continued distance learning due to COVID-19.

Counseling/Peer support:

- The JJCC together with the SPJUSD and county human services has identified the need to identify and support local youth who may be experiencing hardships due to the stresses of COVID-19 and who may be out of sight due to distance learning and the restrictions on supportive social settings.
- This program is in infancy stages and will be developed prior to the start of the new school year if not sooner to address youth in need of services during the summer period where delinquency can spike.

High Sierras Family Services:

- The request is for $5000 that would support 50 hours of intense services for juveniles and their families.
- This budget will be kept by the probation department, with High Sierras billing against the total.
- The primary population is geared towards the needs of juveniles and their families that are not otherwise met by other available county services.

Probation wages:

- Funding from both accounts in the amount of $70,000 each for probation officers to develop, implement, maintain and supervise all juvenile services.

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

IN THE MATTER OF JUVENILE JUSTICE CRIME PREVENTION ACT AND JUVENILE PROBATION CAMP FUNDING 2020-2021 BUDGET

RESOLUTION 2020-____

WHEREAS, the Sierra County Probation Department desires to utilize certain grant funding known as Juvenile Justice Crime Prevention Act (JJCPA) and Juvenile Probation Camp Funding (JPCF), for the purpose of establishing programs and services aimed at reducing juvenile truancy and delinquency.

WHEREAS, section 30061 of the Government Code requires a plan for JJCPA expenditures to be developed by a local "Juvenile Justice Coordinating Council" (JJCC) and subsequently approved by the local board of supervisors.

WHEREAS, section 18221 of the Welfare & Institutions Code provides that Juvenile Probation Camp Funding may be used to, "serve children who are habitual truants, runaways, at risk of being wards of the court under Section 601 or 602, or under juvenile court supervision or supervision of the probation department. Funds may be used to serve parents or other family members of these children if serving them will promote increased self-sufficiency, personal responsibility, and family stability for the child. Services shall be provided pursuant to a family service plan. When a family is served by multiple public agencies or in need of services from multiple public agencies, the family service plan shall be developed through an interdisciplinary approach that shall include representatives from agencies that provide services to the family or that may be required to implement the service plan."

WHEREAS, Sierra County's Juvenile Justice Coordinating Council has duly met and approved an appropriate plan for the use of these funds for the 2020-2021 year.

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors does hereby approve the 2020-2021 annual budget as submitted by the JJCC.

ADOPTED by the Board of Supervisors of the County of Sierra on the 16th day of June, 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA:

ATTEST:

_____
JAMES BEARD
CHAIRMAN OF THE BOARD

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____
DAVID PRENTICE
COUNTY COUNSEL

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: Probation
APPROVING PARTY: Charles W Henson
PHONE NUMBER: 530.289.3277

AGENDA ITEM: Resolution approving the proposed 2020-2021 budget for the Community Corrections Partnership (CCP)

SUPPORTIVE DOCUMENTS ATTACHED: ☒Memo ☒Resolution ☐Agreement ☐Other

BACKGROUND INFORMATION: Memo Attached

FUNDING SOURCE: AB109 &SB678
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $ N/A

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☐Yes ☒No **IS A BUDGET TRANSFER REQUIRED?** ☒Yes ☐No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Probation Department
Sierra County

Charles W. Henson
Interim Chief Probation Officer

P.O. Box 67
Downieville, California 95936
(530) 289-3277
FAX (530) 289-2821

Hon. Charles H. Ervin
Hon. Yvette Durant
Superior Court Judges

To:	Sierra County Board of Supervisors
From:	Charles Henson
Date:	June 9, 2020
Subject:	CCP budget for 2020-2021

2020-2021 Budget as Approved by CCP

The attached budget was approved by the Community Corrections Partnership (CCP) at its meeting held via Webex from the Downieville Courthouse on May 18, 2020. The CCP budget always comes in a bit late as we do not receive the final numbers from the state in time for the normal budget calendar; however, there is enough in reserve to cover the proposed budget.

The information provided below is included for clarification and for those members of the public who are less familiar with the operations of the CCP.

SB678	A realignment funding category that predates criminal justice realignment. The primary function of this category is to provide funding for probation departments to better enable them to reduce prison commitments through supervision and programs.
AB109	A different funding category created as part of criminal justice realignment. The purpose of this category is to provide funding for all agencies that are affected by criminal justice realignment.
RI: Realignment Implementation	Originally called “Start Up” funding. This is an additional $100,000 awarded each year to counties that participate in an annual evaluation and goal setting process and report it to the state. This funding was included in the May revise.
SDPO	Senior Deputy Probation Officer. This position is funded by SB678 and is not currently filled due to the interim status of the Chief Probation Officer.
Court Coordinator	This position is a combination of Drug Court Coordinator and Probation Specialist.
2 x SCSO	CCP has approved funding for two deputy sheriffs. However, over concern for supplanting, CCP wishes to emphasize that these are to be in addition to, not in place of, positions in the sheriff’s office

	that are funded by the general fund. Neither position is currently filled.
Services and Supplies	Put before the CCP at the request of the Auditor. This fund is a catch all for miscellaneous costs and can be used for a portion of the Chief Probation Officer salary.
Inmate Housing CDCR	Realignment created a new category of prison term. In some circumstances, prison terms are to be served at a local county jail. Because Sierra County is so small, Probation has entered into a contract with CDCR (California Department of Corrections & Rehabilitation, in other words, state prison) to enable us to house these individuals at CDCR anyway. The terms are similar to the arrangement with WBCF.
Inmate Housing WBCF	Helps pay for the cost of housing felons and certain high-risk misdemeanants at the Nevada County Jail (WBCF).
Inmate Health Insurance	The Auditor has asked that the CCP fund health insurance for inmates housed out of county for a safeguard in the event of serious illness or injury.
Communications/ IT	Reserved for communications maintenance and I.T. upgrades for Sheriff's Office and Probation Department. It also includes DA/SO/Probation's portion of email security software
Phone System	DA/SO/Probation's portion of the county's phone system
DA's Karpel CMS	One time startup fund for District Attorney's case management system. DA has never had a viable case management system. Will help in managing cases and tracking outcomes.
Lexipol	Company that provides policy manuals for Sheriff's Office and Probation.
Lexis-Nexis	Company that provides legal research and other types of computer searches as used by SO/Probation
Nobles & BDS ICMS Assessments	The Probation Department is required to complete risk assessments in all criminal cases. We use two different companies, as we use many different types depending on the situation.
F Lang.	Frank Lang provides a valuable service as the medical consultant to the drug court team.
Drug Court Expenses	A small fund that finances certain incentives & other similar activities for Drug Court
Extra Treatment	A budget category that funds treatments for individuals (usually those in drug court, but not always) who have treatment needs that are not otherwise covered by county services.
Electronic Monitoring	The Probation Department's contract for electronic monitoring services
Alcohol Monitoring	The Probation Department's contract for in-home alcohol monitoring and testing
Test supplies	The testing kits and similar used for drug and alcohol testing
Drug/Alcohol	This funding is primarily used when samples are sent off to the lab

testing	for further testing as required by court
Equipment	Additional funding for use in patrol or field training equipment.
Training	Additional training and conference funds for Probation (primarily SB678) and Sheriff's Office (primarily AB109)
Remainder	The amount left over in each category after budget This is to be used to cover any unexpected or new expenses that arise during the year. As approved by the board in previous years, the chairman of the CCP is authorized to approve any additional expense up to $7,500. Anything beyond that would have to be approved by CCP and brought before the Board of Supervisors for final approval.

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

IN THE MATTER OF THE PROPOSED 2020-2021 BUDGET FOR THE COMMUNITY CORRECTIONS PARTNERSHIP

RESOLUTION 2020-____

WHEREAS, Sierra County's Community Corrections Partnership (CCP) has met and duly voted on its budget for 2020-2021, as part of its annual realignment plan as presented.

NOW, THEREFORE BE IT RESOLVED, that the County does hereby adopt the proposed CCP budget as presented and attached hereto.

ADOPTED by the Board of Supervisors of the County of Sierra on the 16th day of June, 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA:

_____
JAMES BEARD
CHAIRMAN OF THE BOARD

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____
DAVID PRENTICE
COUNTY COUNSEL

2020-2021 Approved Budget for CCP

	MIP	SB678	AB109	RI	Total
Fund Number		**8130000**	**8131000**	**8131010**	
(Rounded) Cash Balance (5-12-20)		$350,000	$200,000	$350,000	$900,000
2020-2021 Allotment (estimate)		$215,000	$244,000	$100,000	$559,000
		Actuals Unavailable until Fall			
Total funds available (estimate)		**$565,000**	**$444,000**	**$450,000**	**$1,459,000**
2020-2021 Proposed Budget		**$299,100**	**$268,742**	**$308,881**	**$876,723**
Salaries & Benefits		**$182,000**	**$54,042**	**$270,000**	**$506,042**
Senior Deputy Probation Officer		$135,000			$135,000
Probation Specialist/DCC		$47,000	$30,000		$77,000
2 x sheriff's deputies				$270,000	$270,000
Services and Supplies			$24,042		$24,042
Inmate Housing	**6040**		**$205,000**		**$205,000**
CDCR			$5,000		$5,000
Wayne Brown			$200,000		$200,000
Professional Expenses	**5165**	**$117,100**	**$9,700**	**$38,881**	**$165,681**
Inmate Health Insurance				$13,000	$13,000
Portion of IT Back-up system					
Probation				$5,794	$5,794
Sheriff				$9,932	$9,932
DA				$1,655	$1,655
Phone system payment		$8,200			$8,200
Lexipol (Policy Manuals)		$2,500	$2,500		$5,000
Lexis-Nexis (Legal Research)		$1,200	$1,200		$2,400
Noble & BDS-ICMA (Assessments)		$3,000			$3,000
Frank Lang Services (Drug Court)		$10,000			$10,000
Drug Court extra expenses				$3,500	$3,500
Additional Treatment		$70,000			$70,000
Electronic Monitoring		$5,000			$5,000
Alcohol Monitoring		$3,000			$3,000
Drug Test Supplies		$1,200			$1,200
Drug Lab use		$8,000	$1,000		$9,000
Additional Training		$5,000	$5,000		$10,000
Equipment		$5,000			$5,000

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE:	**TYPE OF AGENDA ITEM:**
WdzyŜ 16Σ 2020	☒Regular ☐Timed ☐Consent

DEPARTMENT: Board of Supervisors
APPROVING PARTY: Heather Foster, Clerk of the Board
PHONE NUMBER: 530-289-3295

AGENDA ITEM: CONTINUED COVID-19 PUBLIC HEALTH EMERGENCY UPDATE: Report from Sierra County Public Health, County Office of Emergency Services, County Department Managers, Forest Service Representatives, and other local agencies on recent developments relating to the COVID-19 Public Health Emergency and possible action/direction to staff.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☐Other

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $ N/A

ARE ADDITIONAL PERSONNEL REQUIRED?	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☐Yes ☒No
☐Yes, -- -- ☒No	**IS A BUDGET TRANSFER REQUIRED?** ☒Yes ☐No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

CALMATTERS

WhatMatters

YOUR GUIDE TO CALIFORNIA POLICY AND POLITICS BY EMILY HOEVEN

Presented by California Credit Union League, NRDC, and Mattress Recycling Council

Good morning, California. It's Thursday, June 11.

State is prepared for spike, gov says

Masked employees work in the open kitchen overlooking the dining room at Cole's Chop House in downtown Napa on May 22. Photo by Anne Wernikoff for CalMatters

California is entering yet another pivotal moment in its coronavirus response.

On Friday, many counties plan to reopen gyms, bars, hotels, movie theaters, pro sports venues without fans, and more, even as cases continue to rise. Meanwhile, the state is monitoring 10 counties experiencing

EXIT

spikes in cases or hospitalizations. And Gov. Gavin Newsom is striving to balance the competing desires of reopening the economy and protecting public health.

- **Newsom in a Tuesday meeting with Oakland community and business leaders**: "As we phase in, in a responsible way, a reopening of the economy, we've made it abundantly clear that we anticipate an increase in the total number of positive cases. But we also need a concurrent recognition and commitment that we are in a substantially different place than we were 90 days ago."

The governor said the state has adequate alternative care facilities, hospital surge capacity and ventilators to handle a potential spike in patients. In addition, California will soon start receiving hundreds of millions of N95 face masks from BYD after they were certified by a federal agency Monday. The state is also now conducting close to its goal of 60,000 tests per day.

He added that keeping the economy in "permanent stasis" could also "lead to catastrophic public health outcomes."

Six Bay Area counties are reopening much more slowly than the rest of the state, though they continue to ease restrictions every two to three weeks. Public health officials say they're trying avoid a surge in cases that will force residents to shelter in place again.

- Susan Philip of the San Francisco Department of Public Health: "We don't want people to keep living their lives sheltering at home. … We have a commitment to keep moving forward, because we know there are impacts on people's health and economic wellbeing and happiness that are so important as well."

_____

The coronavirus bottom line: As of 9 p.m. Wednesday night, California had **136,191 confirmed coronavirus cases** and **4,776 deaths** from the virus, according to a CalMatters tracker.

Also: CalMatters regularly updates this pandemic timeline tracking the state's daily actions. And we're tracking the state's coronavirus hospitalizations by county.

Advertisement

Other stories you should know

1. Uber and Lyft drivers are employees, state regulator says

Photo by Andrei Stanescu via iStock

In the latest development in the ongoing Uber/Lyft worker classification saga, the California Public Utilities Commission — which regulates the gig-economy companies — said in an order Tuesday that

ride-hail drivers are employees and the companies must provide them with workers' compensation coverage by July 1. The order comes a month after the state and three cities sued Uber and Lyft for failing to reclassify half a million independent contractors as employees under a new state law, AB5. Voters will get to weigh in on the issue in November: A ballot measure championed by Uber, Lyft and DoorDash would exempt their drivers from AB5, allowing them to remain independent contractors.

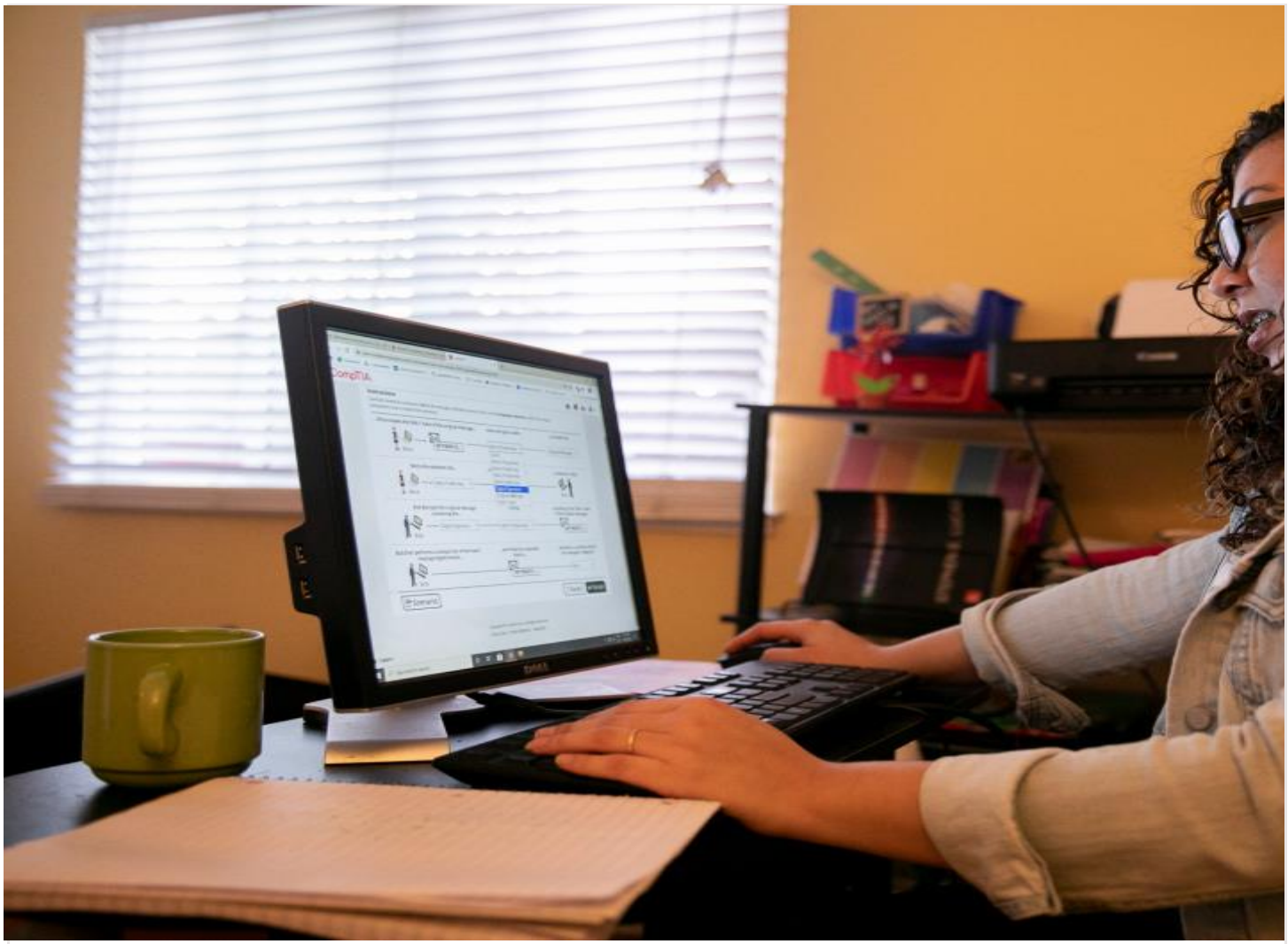
2. CA changes guidelines for prioritizing coronavirus patients

Image via iStock

The California Department of Public Health on Tuesday changed its guidelines for how patients should be prioritized if hospitals are overwhelmed due to a coronavirus outbreak. In April, the department said ICU beds and ventilators should be given first to patients with the greatest likelihood of survival, younger people and workers "vital to the public health response." Following an outcry from more than 60 community and advocacy groups, the guidelines were changed to prohibit allocating scarce resources based on factors like age, disability, chronic medical conditions, weight and perceived quality of life.

- Andrew Imparato, executive director of Disability Rights California**:** "During this crisis it is critical that we protect access to care for those communities made most vulnerable to the health impacts of COVID-19 — people with disabilities, people of color and older adults."

3. Lawmakers want to scrap CA's online-only community college



Maria Garcia, at her Antioch home in January, works her way through a Calbright cybersecurity course. Photo by Anne Wernikoff for CalMatters

Will California's online-only community college survive in the era of distance learning? As Newsom and lawmakers wrap up their budget negotiations this week, they disagree over whether to continue funding Calbright, which has progressed slowly since a rocky launch two years ago. The governor's administration wants to preserve $134 million for Calbright, arguing that the pandemic "makes an even more compelling case" for it, the San Francisco Chronicle reports. Lawmakers, facing complaints

from faculty unions, say Calbright replicates classes at the state's 114 other community colleges — which will also be online-only in the fall — and the money should be used to save established programs serving more students.

But Community Colleges Chancellor Eloy Ortiz Oakley disagrees.

- Oakley**:** "Asking the California Community Colleges to cannibalize some programs to save others is a choice that I reject. Now is not the time to deny educational opportunities to our black and Latinx learners."

The nonpartisan Legislative Analyst's Office found in a May report that Calbright "has a very high cost per student, is currently unaccredited and largely duplicates programs at other colleges."

4. Homelessness still a main priority for mayors of CA's biggest cities

Los Angeles Mayor Eric Garcetti takes questions during a Big City Mayors press conference focused on homelessness solutions on March 9. Photo by Anne Wernikoff for CalMatters

Before the pandemic, homelessness was top of mind in California, with Newsom dedicating his entire State of the State speech to it. On Wednesday, the mayors of California's 13 biggest cities emphasized that homelessness remains one of their main priorities. They threw their support behind the homelessness funding proposals in the Legislature's version of the state budget, which includes $350 million for local governments that Newsom's propsosal does not. Both Newsom and the

Legislature propose using $600 million in federal funds to convert motel rooms into supportive housing for homeless Californians — though local governments would likely be on the hook for the motels' operating costs and supportive services.

- **Los Angeles Mayor Eric Garcetti:** The $350 million is necessary "because if we don't have the services also to help people stay housed, we can move people around as far as we want, but they're going to be back on the streets within months."
- **San Jose Mayor Sam Liccardo:** "We are all grappling with crises that have arisen since, but we know when our current crises resolve homelessness will continue to be a crisis in each of our cities."

CalMatters commentary

CalMatters columnist Dan Walters**:** Government transparency advocates scored two recent wins, one of which will affect the aftermath of George Floyd demonstrations.

Bridging digital divide: We need action now from state leaders to extend the reach of broadband to all, argues former state Sen. Martha Escutia, USC's vice president of government relations.

Protect food access: SB 882 would streamline access to CalFresh and make permanent emergency measures helping Californians obtain food assistance from home, writes Nancy McPherson, AARP's California state director.

Where cars go when they die: A state department is threatening to shut down car recycling plants, which would create an environmental disaster, argue Doug Kramer, president of Kramer Metals Inc., and Gary Umphenour, president of the State of California Auto Dismantlers Association.

Standing up for the vulnerable: Californians with intellectual and developmental disabilities need a fighter like Assemblyman Jim Frazier, writes Carlsbad resident Lucile Lynch.

Advertisement

Other things worth your time

Legislature will vote on state budget Monday — though they have yet to strike a deal with Newsom. // San Francisco Chronicle

California's Judicial Council rescinds zero-bail pandemic emergency measure, postpones vote on resuming eviction court proceedings. // Los Angeles Times

San Francisco permanently bars landlords from evicting tenants if they can't pay rent due to coronavirus-related issues. // San Francisco Chronicle

Some California Democrats ready to close state prisons. // Sacramento Bee

Tribal casinos sue California for more time to qualify legal sports betting measure for November ballot. // Los Angeles Times

California weighs diesel regulations amid pandemic. // Inside Climate News

Could Bakersfield become a remote work capital? // Bakersfield Californian

Tens of thousands of these fantastical sea creatures in Monterey Bay help remove planet-warming gases from the atmosphere. // Los Angeles Times

_____

See you tomorrow.

Tips, insight or feedback? Email emily@calmatters.org.

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Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: Board of Supervisors
APPROVING PARTY: Peter Huebner, Supervisor, District No. 2
PHONE NUMBER: 530-862-1004

AGENDA ITEM: Discussion/action with respect to fees implemented by the Plumas National Forest for use of boat ramp at Gold Lake and hiking trail to Frazier Falls.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☐Other

BACKGROUND INFORMATION:

FUNDING SOURCE: N/A
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $ N/A

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☐Yes ☒No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: Board of Supervisors
APPROVING PARTY: Lee Adams, Supervisor, District No. 1
PHONE NUMBER: 530-289-3506

AGENDA ITEM: Discussion/direction to staff regarding transfer of .82 acre parcel adjacent to the Downieville Cemetery from the County of Sierra to the County of Sierra Cemetery District.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☐Other

BACKGROUND INFORMATION: : Board recently declined an offer to purchase. Parcel contains the remains of 71 souls dating from 1906 to 1934. A transfer to the cemetery district would safeguard these graves for in perpetuity.

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $ N/A

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☐Yes ☒No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

COUNTY OF SIERRA
BOARD OF SUPERVISORS

PO Drawer D
Downieville, CA 95936
Telephone: (530) 289-3295
Fax: (530) 289-2830

April 7, 2020

Gerald R. Bushore
Real Estate Broker, Inc.
PO Box 65
North San Juan, CA 95960

Subject: Sierra County Assessor's Parcel No. 003-031-004-000

Dear Mr. Bushore:

Your letter of March 18, 2020 has been received, and was discussed at our regular meeting of April 7, 2020.

I have been authorized to advise that the board voted not to take any action to dispose of the subject property and that it will continue to be retained in the name of Sierra County.

We do appreciate your interest.

Sincerely,

SIERRA COUNTY
BOARD OF SUPERVISORS

BY: Jim Beard

JAMES BEARD
Chair

GERALD R.
Bushore
REAL ESTATE BROKER INC.

N. CALIFORNIA - BOX 65 · NORTH SAN JUAN · CALIFORNIA 95960
TELEPHONE: (530) 292-3090
S. CALIFORNIA - BOX 4 · ATWOOD · CALIFORNIA 92811
TELEPHONE: (714) 282-0246

March 18, 2020

Ms. Heather Foster - Clerk of the Board
Honorable Sierra County Board of Supervisors
100 Courthouse Square, Room 11
Downieville, CA 95936

VIA EMAIL

RE: LETTER OF INQUIRY
Sierra County owned Real Property owned
Assessor Parcel No. 003-031-004-000

TO: The Honorable Board of Supervisors

Gentlepersons:

I am inquiring into the possible availability for the purchase of that certain Sierra County owned vacant land in the town of Downieville, known by the County Assessor as number 003-031-007-000.

The proposed use of the property is for construction of a single-family residence under the zoning and building codes of the County, and contingent upon inquires of normal residential type services available, or allowed, for decent and safe habitability.

The said proposed use would be in conjunction with Assessor Parcel Nos. 003-031-006 and 007.

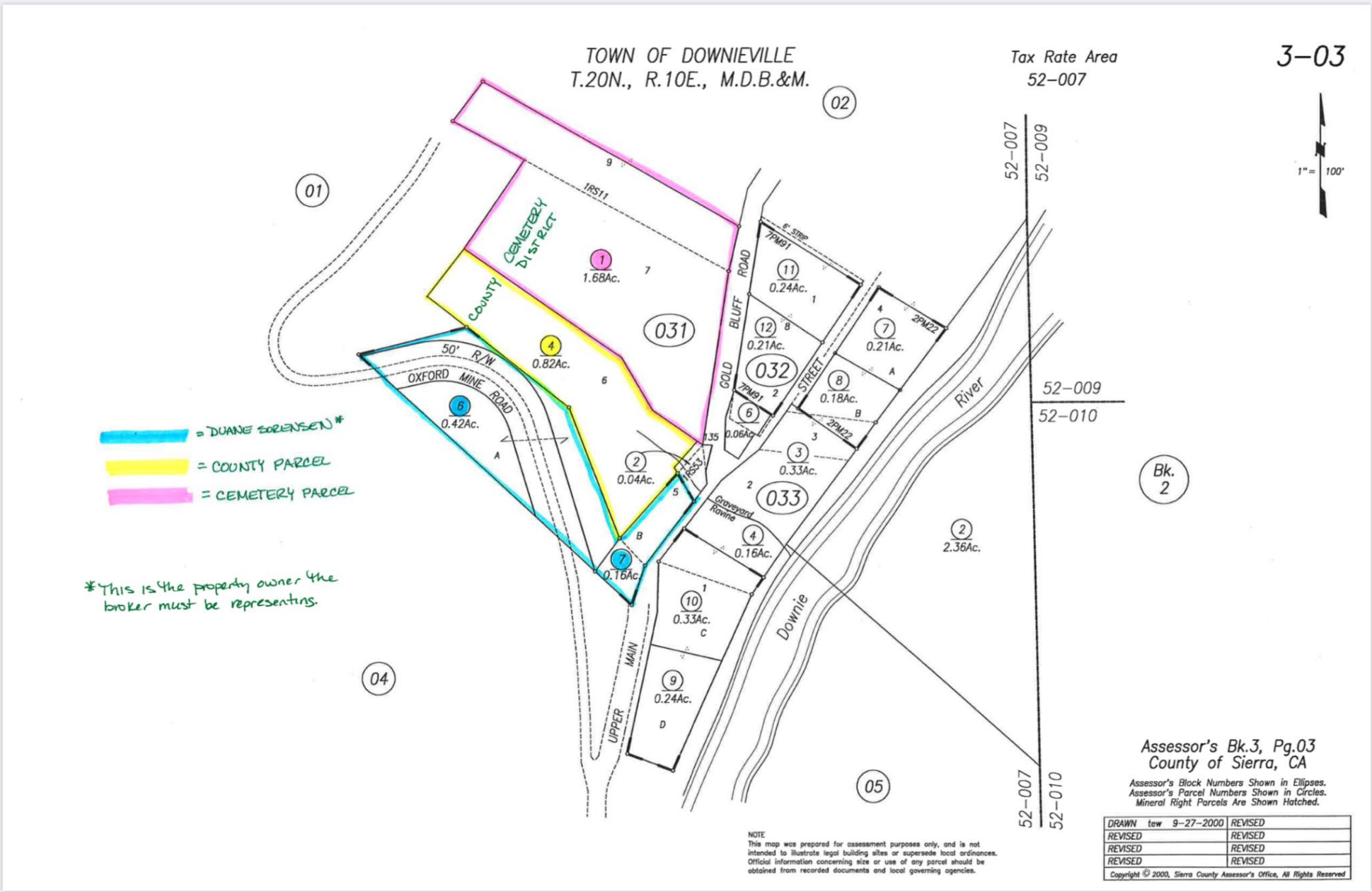
Your consideration will be greatly appreciated.

Sincerely,

Gerald R. Bushore

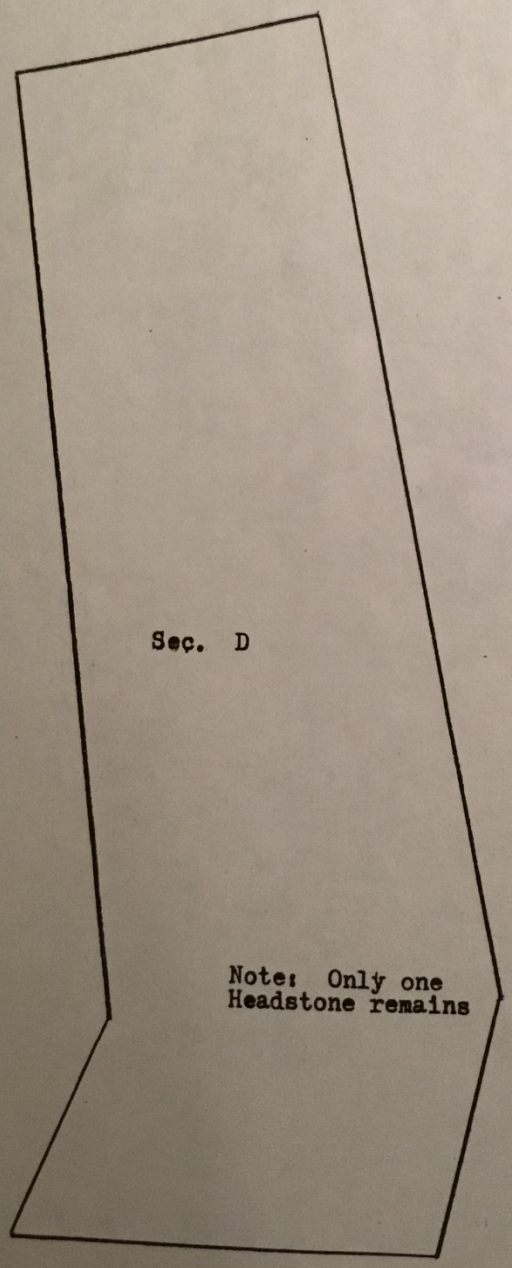
Gerald R. Bushore

Attachment - Assessor's Parcel Map


TOWN OF DOWNIEVILLE
T.20N., R.10E., M.D.B.&M.
Tax Rate Area
52-007
3-03
1" = 100'
01
02
04
05
Bk. 2
031
032
033
CEMETERY DISTRICT
COUNTY
1.68Ac.
0.82Ac.
0.42Ac.
0.04Ac.
0.16Ac.
0.24Ac.
0.33Ac.
0.16Ac.
0.06Ac.
0.18Ac.
0.21Ac.
0.21Ac.
0.24Ac.
0.33Ac.
2.36Ac.
50' R/W
OXFORD MINE ROAD
GOLD BLUFF ROAD
STREET
UPPER MAIN
Graveyard Ravine
Downie River
1RS11
1RS3
7PM91
2PM22
6' STRIP
52-007
52-009
52-010
= DUANE SORENSEN*
= COUNTY PARCEL
= CEMETERY PARCEL
*This is the property owner the broker must be representing.
Assessor's Bk.3, Pg.03
County of Sierra, CA
Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.
Mineral Right Parcels Are Shown Hatched.
DRAWN tew 9-27-2000
REVISED
NOTE
This map was prepared for assessment purposes only, and is not intended to illustrate legal building sites or supersede local ordinances. Official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.
Copyright © 2000, Sierra County Assessor's Office, All Rights Reserved

MAP

SECTION D



1 ALLERSON WILLIAM 3/6/1906	2 MADDEN JOHN 3/25/1906	3 JEFFORY JOSEPH 5/8/1906						
4 NASH JOSEPH 8/11/1906	5 VERMARCH KATE 8/23/1906	6 AH QUON 9/15/1906	7 HART AMOS 9/28/1906					
8 NOBLE AUGUST 8/24/1906	9 MORISE DOLPHY 2/11/1907	10 MORIE A.J. 1/4/1907	11 FRAYER NICHOLAS 10/28/1906					
12 VERSCHIDE LOUIS 7/6/1907	13 BOGO JUAN 6/1/1907	14 BLEM LARSON 4/21/1907	15 PALMER THOMAS 4/1/1907	16 AUGUST MICHAEL 2/28/1907				
17 MELVIN JOHN 9/11/1907	18 SLATTERY JOHN 12/8/1907	19 WOODS JOHN 1/15/1908	20 SWARTZ CHRISTIAN 1/23/1908	21 BERNARDI JACOB D.				
22 WADE DAVID 1/29/1908	23 LARKIN WILLIAM 2/8/1908	24 BUSHMAN H.N. 2/24/1908	25 WEISS CHARLES 3/2/1908	26 BARTON GEORGE 4/6/1908	27 RAY WM. THOMAS 9/29/1908	28 BAKER MONTAGUE 5/6/1908		
29 ARNOLD EDWARD 7/12/1908	30 EVAN JOHN 8/20/1908	31 MURPHY STEPHEN 5/6/1909	32 O'MARA LEON 8/3/1909	33 TUTTLE DANIEL 10/9/1909	34 RUSSLE ALVIN 2/8/1911	35 INDIAN SQUAW "MINNIE" 2/18/1911		
36 HILL J.H. 10/1/1908	37 BASSING HENRY 12/1/1909	38 PERONI MIKE 11/18/1909	39 HOFFMAN JOHN H. 12/26/1909	40 BALLISH JACKSON 2/23/1910	41 AH HOO KELLY 4/4/1911	42 RICE JOE 8/24/1911		
43 SHOTHER GALEN 1/5/1911	44 NORTON JOHN 12/18/1912	45 WILLIAMS DAVID 1/26/1912	46 SQUIRES J.N. 2/6/1913	47 WALSH EDWARD 4/27/1911	48 PHENDISHAW	49 GREENWOOD J.J. 7/18/1914	50 HALL LARSON	
KEMM JOHN J.	TEMPETHO JOHN 4/20/1914	51 DONALDSON WILLIAM 7/20/1913	52 BEESE JULIS 5/6/1914	53 JOHNSON IVER 10/29/1913	54 VALENTINE MATHEW 4/28/1915	55 GIBSON JOSEPH 3/5/1915	56 GRIFFITH EUGENE L. 12/22/1915	57 JON JOHN CHINAMAN 11/5/1915
		WENHOUSE JAMES 2/27/1917	TITUS JOSEPH	KETCHUM E.O. 11/5/1916	PENROSE HENRY 9/23/1916	LEARY JOHN 1/2/1917	60 BURWELL FRANK	59 HELM BILL 2/12/1916	58 DUVALL FRANK 1/15/1916
				FLINT LOUIS 12/30/1919	ROBBINS HERBERT 9/18/1915	WALKER GEORGE 2/6/1917	MCFADDEN L.E.	HALL LEMMON 5/05/1915

GRAVEYARD RAVINE

OXFORD MINE ROAD

CEMETERY

LUCE JOHN EDWARD 1880-1934

Note:
THIS IS the ONLY PERMANENT MARKER LOCATED IN THIS Section

SECTION D.

MAPPED BY
LAQUNA BARNES
1992

GOLD BLUFF Road

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: Public Works and Transportation
APPROVING PARTY: Tim H. Beals, Director
PHONE NUMBER: 530-289-3201

AGENDA ITEM: License Agreement (Public Safety Power Shutoff) with Pacific Gas and Electric Company for use of a portion of the Lower Alleghany Fire Department located at 514 Miners Street (same location as the County Road Shop) Alleghany, Assessor's Parcel Number 004-270-006 as a customer resource center during public safety power shutoff events.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☒Agreement ☐Other

BACKGROUND INFORMATION: A customer resource center will included water, snacks, device charging stations information and such during a power shutoff event. PG&E would like to formalize the ability to utilize this area if available during the PSPS events. Similar agreements have been put into place in Downieville.

FUNDING SOURCE: PGE
GENERAL FUND IMPACT: General Fund Impact
OTHER FUND:
AMOUNT: $500/Day Revenue N/A

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☐Yes ☒No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

LICENSE AGREEMENT
(PUBLIC SAFETY POWER SHUTOFF)

This License Agreement ("**License Agreement**") is made and entered into this ___ day of _____,2020 (the "**Effective Date**") by Sierra County, a Government Entity, hereinafter called "**LICENSOR**," and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**."

R E C I T A L S:

A. LICENSOR owns or leases that certain real property commonly known as Lower Alleghany Fire Department, 514 Miners St, Alleghany, CA 95910, Assessor's Parcel Number 004-270-006, hereinafter called the "**Property**," located in the City of Alleghany, County of Sierra, State of California. The Property includes a parking lot ("**Parking Lot**") containing approximately 5+ parking spaces.

B. PG&E desires to partner with LICENSOR in connection with a Public Safety Power Shutoff Event ("**PSPS Event**"). For purposes of this License Agreement, a "**PSPS Event**" means the existence of one or more environmental conditions creating extreme fire danger that results in the shutoff of power for public safety. Examples of PSPS Events include red flag warnings issued by the United States National Weather Service, low humidity levels, high winds, and dry vegetation.

C. The parties desire to memorialize this mutual understanding and agreement for making the Property available to PG&E in connection with a PSPS Event.

NOW, THEREFORE, for good and valuable consideration, LICENSOR and PG&E agree as follows:

1. Grant of License. Subject to the terms and conditions set forth in this License Agreement, LICENSOR grants PG&E, and its employees, contractors, agents, and representatives ("**PG&E's Representatives**") and PG&E's customers the right to use the License Area described in **EXHIBIT A** attached hereto (the "**License Area**") and certain interior areas of the Property in connection with a PSPS Event, together with rights of ingress and egress to and from the License Area, and the right to use certain exterior areas of the Property as set forth below. All of the activities of PG&E and PG&E's Representatives pursuant to this License Agreement are referred to herein as "**PG&E's Activities**."

2. Use of License Area and Interior Common Areas of the Property. During Use Days (as defined in Section 5 below), PG&E and PG&E's Representatives and customers shall have the exclusive right to use the License Area as a customer resource center. Services to be provided in the License Area may include, among other things, providing PG&E customers with water and snacks and the ability to charge phones and get up-to-date information on outages. PG&E and PG&E's Representatives shall have the right to set up tables and chairs in the License Area. In addition to the exclusive use of the License Area, PG&E and PG&E's Representatives and customers shall have the nonexclusive right, during Use Days, to use lobbies, hallways, stairways, elevators (if operational), restrooms, and other interior common areas of the Property.

PG&E and PG&E's Representatives shall also have the right to install temporary directional signage in the common areas of the Property.

3. Staging Area; Parking.

(a) Staging Area. During Use Days, PG&E and PG&E's Representatives shall have the exclusive right to use the exterior area of the Property shown on **EXHIBIT A** (the "**Staging Area**") to support the command, control, and coordination of any patrol, inspection, and restoration of electric facilities in the case of a PSPS Event. Without limiting the generality of the foregoing, PG&E and PG&E's Representatives shall have the right to set up tents, install trailers, portable toilets, fencing, and temporary signage, park mobile vehicle units and other vehicles, and deliver and stage equipment, supplies and materials in the Staging Area.

(b) Parking. PG&E and PG&E's Representatives and customers shall have the non-exclusive right to park vehicles in portions of the Parking Lot shown on **EXHIBIT A** during Use Days.

(c) Personnel. PG&E, in its sole discretion, may elect to engage uniformed, unarmed personnel to be present in the Parking Lot and Staging Area during Use Days.

4. Generator. Subject to the terms and conditions of this Section 4, LICENSOR grants PG&E and PG&E's Representatives a license to install, maintain, operate, repair, and replace a generator and related equipment (collectively, the "**Generator**") in the exterior area of the Property shown on **EXHIBIT A** attached hereto (the "**Generator Site**"). At PG&E's option, PG&E or PG&E's Representatives may install fencing, bollards, or other barriers around the Generator Site. LICENSOR grants to PG&E and PG&E's Representatives exclusive use of the Generator Site. PG&E anticipates that the Generator may remain in place from approximately June 1 until December 31 of each year, and PG&E and PG&E's Representatives shall have the right, without prior notice to LICENSOR, to enter the Property at all times to access the Generator. PG&E, at its expense, shall be responsible for obtaining all required permits for the Generator and complying with all laws relating to the Generator. Notwithstanding the definition of PG&E's Activities, the presence of the Generator on the Property and activities related to the Generator shall not be considered PG&E's Activities for purposes of determining Use Days, and PG&E shall not be required to pay any additional license fees or other sum in connection with the Generator. The Generator is solely for the benefit of PG&E and PG&E's customers. PG&E makes no representations or warranties to LICENSOR regarding the operation, capacity, or condition of the Generator, and PG&E shall have no liability to LICENSOR in connection with any failure or malfunction of the Generator. Promptly after the expiration of the term of this License Agreement, PG&E or PG&E's Representatives shall remove the Generator and any barriers installed by PG&E or PG&E's Representatives.

5. Term. This License Agreement shall be for a term of ten (10) years, commencing on _____ (the "**Commencement Date**"), and expiring on 12/31/2030 (the "**Termination Date**"). Notwithstanding the term of this License Agreement, PG&E anticipates that it will use the License Area and the Staging Area on an occasional basis, if at all, for periods of approximately two (2) to ten (10) days at a time. The days (including any partial days) during which any of PG&E's Activities are occurring in or on the License Area or the Staging Area are

referred to herein as "**Use Days**." During Use Days, PG&E shall have the exclusive right to use the License Area and the Staging Area twenty-four (24) hours per day.

6. License Fee. PG&E shall pay a license fee ("**License Fee**") of Five Hundred Dollars ($500) per day for each Use Day.

7. Priority Scheduling. PG&E shall give LICENSOR at least twenty-four (24) hours' prior notice (the "**PSPS Notice**") of the dates and times that PG&E desires to access and use the Property in connection with a PSPS Event. Within four (4) hours after receipt of a PSPS Notice, LICENSOR shall confirm receipt of the PSPS Notice. PG&E's use of the Property in connection with a PSPS Event shall take priority over other uses and events. If another use or event is scheduled at the Property that would conflict with PG&E's use of the Property during the dates and times specified in the PSPS Notice, LICENSOR shall cancel such event and indemnify and defend PG&E from any and all Claims related to such cancellation. LICENSOR acknowledges that PG&E may give LICENSOR multiple PSPS Notices during any calendar year.

8. Use of License Area and Staging Area.

(a) As Is. To LICENSOR'S current actual knowledge, the Property complies with all laws, including the Americans with Disabilities Act and other accessibility laws. PG&E accepts the License Area and the Staging Area "AS-IS," "WHERE-IS" and "WITH ALL-FAULTS," subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the License Area and the Staging Area. PG&E may request LICENSOR to perform alterations, repairs, or improvements to the License Area and the Staging Area, but PG&E understands and agrees that LICENSOR shall not be obligated to make any such alterations, repairs or improvements at any time. Except in the event of an emergency, PG&E shall not make any alterations, repairs or improvements to the Property without the prior written consent of LICENSOR, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Use. PG&E shall exercise reasonable care in the conduct of PG&E's Activities in the License Area and the Staging Area. Without limiting the generality of the preceding sentence, PG&E shall maintain the License Area and the Staging Area in reasonably neat and orderly condition during Use Days; provided, however, that LICENSOR, as part of the License Fee and without additional compensation, shall provide all necessary janitorial services to the License Area and common areas during Use Days, including, but not limited to, removing trash and stocking restrooms with supplies. PG&E shall not use the License Area or the Staging Area or permit anything to be done in or about the License Area or the Staging Area during Use Days that will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirement relating to the use or occupancy of the License Area or the Staging Area. During Use Days, PG&E shall not allow the License Area or the Staging Area to be used for any unlawful or objectionable purpose, nor shall PG&E cause, maintain or permit any nuisance in, on or about the License Area or the Staging Area.

(c) Mechanic's Liens. PG&E shall keep the Property free and clear of all mechanic's liens arising, or alleged to arise, in connection with any work performed, labor or

materials supplied or delivered, or similar activities performed by PG&E or at PG&E's request or for PG&E's benefit. If any mechanic's liens are placed on the Property in connection with PG&E's use or PG&E's Activities, PG&E shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute.

(d) Restoration. Upon PG&E's ceasing to use the License Area and the Staging Area in connection with a particular PSPS Event, PG&E shall remove all personal property of PG&E from the License Area, remove all vehicles, personal property, debris and waste material of PG&E and PG&E's Representatives from the Staging Area, and repair and restore the License Area and the Staging Area as nearly as reasonably possible to the condition that existed prior to PG&E's entry hereunder.

9. Notices. All notices under this License Agreement shall be sent by email to the addresses set forth in **EXHIBIT B**. In addition, LICENSOR will provide PG&E with telephone or cellphone numbers of staff in calling order to contact in an emergency as set forth in **EXHIBIT B**. **EXHIBIT B** shall be updated as needed to reflect current names and contact information.

10. Indemnity. Except to the extent caused by the negligence or willful misconduct of LICENSOR, its officers, agents, or employees, PG&E shall indemnify, defend and hold harmless LICENSOR and its governing body, officers, agents, and employees from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and court costs) (collectively, "**Claims**") that are caused by PG&E's Activities, or the entry on, occupancy or use of, the Property by PG&E or PG&E's Representatives under this License Agreement, including, but not limited to, Claims relating to (i) injury to or death of persons, including, but not limited to, employees of LICENSOR or PG&E; (ii) injury to the property of LICENSOR, and (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances by PG&E or PG&E's Representatives. In no event, however, shall PG&E be liable for any indirect or consequential damages or for loss of profits or other revenue, loss of goodwill, or loss of use. The indemnification obligations of PG&E under this Section 10 shall survive the expiration or earlier termination of this License Agreement.

11. Insurance. PG&E shall at all times during the Term of this License Agreement, self-insure for PG&E's Activities pursuant to this License Agreement in accordance with **EXHIBIT C**.

12. Alterations to Property. LICENSOR hereby grants PG&E and PG&E's Representatives the right to perform, at PG&E's expense, the alterations to the Property described in **EXHIBIT D** attached hereto. PG&E or PG&E's Representatives will coordinate the scheduling of the performance of such alterations with LICENSOR.

13. Miscellaneous.

(a) Governing Law. This License Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

(b) Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees and expenses related to such action, in addition to all other recovery or relief.

(c) No Waiver. Any waiver with respect to any provision of this License Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this License Agreement by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this License Agreement.

(d) Counterparts. This License Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

(e) Authority. Each party to this License Agreement warrants to the other that it has the right and authority to enter into and to perform its obligations under this License Agreement, without the consent of any third party, and that the person signing below is authorized to bind such party.

(f) Interpretation. This License Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement.

(g) Exhibits. The following exhibits are attached hereto and incorporated herein by this reference:

EXHIBIT A – License Area
– Staging and Parking Lot Area
– Generator Site
EXHIBIT B – Notices
EXHIBIT C – Statement of Self-Insurance Program
EXHIBIT D – ADA and Electrical Alterations

(h) Electronic Signatures. This License Agreement may be executed by electronic signatures (*e.g.*, using DocuSign or e-SignLive) or signatures transmitted in portable document format ("pdf"), and copies of this License Agreement executed and delivered by means of electronic or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original manually executed signatures. The parties may rely upon electronic and pdf signatures as if such signatures were manually executed originals and agree that an electronic or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this License Agreement as if it were an original manually executed signature page.

(i) Successors and Assigns. This License Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of each party.

(j) Entire Agreement. This License Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This License Agreement may not be amended, except by a written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date set forth below each signature, effective upon the Effective Date first written above.

"PG&E"	**"LICENSOR"**
PACIFIC GAS AND ELECTRIC COMPANY, a California corporation	Sierra County, a Government Entity
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____
Date: _____	Date: _____

EXHIBIT A

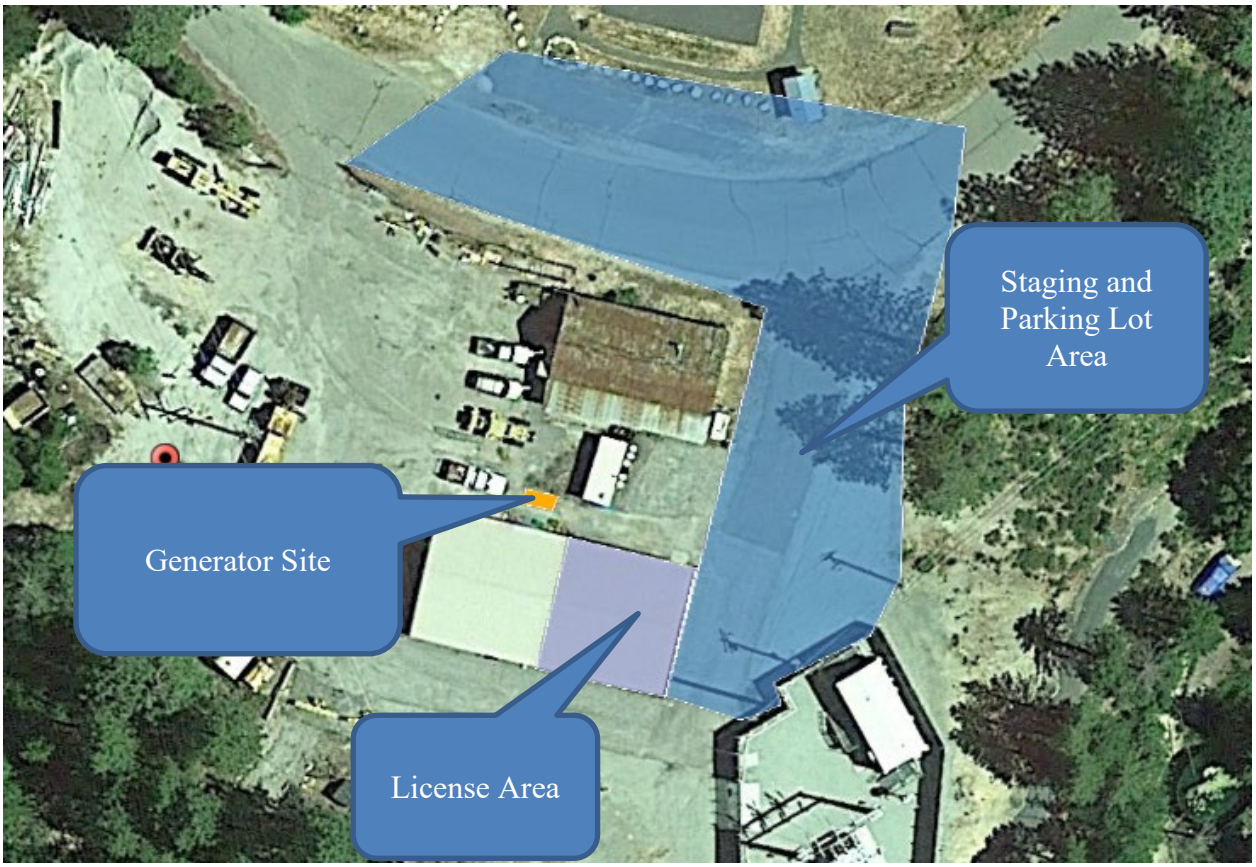


EXHIBIT B

NOTICES

TO LICENSOR:

Any notice to Licensor, including the notice to be given pursuant to Section 2 of the License Agreement, shall be sent to Brian Davey at the following email address: bdavey@sierracounty.ca.gov.

In addition, in the event of an emergency, PG&E shall contact the following persons in the order set forth below:

_____

_____

_____

TO PG&E:

Any notice to PG&E, including the notice pursuant to Section 2 of the License Agreement shall be sent to Trevor LaTurner at the following email address: CRCHelp@pge.com.

EXHIBIT C

Pacific Gas and Electric Company®

EORM & Insurance Department
245 Market Street / N4S
4th Floor
San Francisco, CA 94105

STATEMENT OF SELF-INSURANCE PROGRAM

May 1, 2019

Issued to: To Whom It May Concern

Re: Insurance requirements for Pacific Gas and Electric Company (PG&E) to use the location for a Community Resource Center in the event of a Public Safety Power Shutoff (PSPS) event.

This letter certifies PG&E is insured under a major risk management program with large self-insured retentions. The program provides coverage for the insurance types and limits reflected in the agreement which includes:

Commercial General Liability: $5,000,000 each occurrence / $5,000,000 aggregate
Employer's Liability: $1,000,000 each accident
Business Auto Liability: $1,000,000 each accident

Further, PG&E has qualified as a self-insurer under the laws of the State of California with respect to Workers' Compensation. Our identification number for this purpose is 2-0012-01-099.

This letter shall remain in effect until the termination of the agreement.

*Please note a certificate of insurance is not applicable when an entity is self-insured, such as PG&E, and note there is no expiration date.

JANAIZE MARKLAND
Director of EORM & Insurance
Pacific Gas & Electric Company

SI Certification Letter
File: PGE-246.01

EXHIBIT D

ADA And Electrical Alterations

SCOPE OF ELECTRICAL WORK:

- INSTALL 200AMP TRANSFER SWITCH. NEW TRANSFER SWITCH TO GO TO RIGHT OF EXISTING PANEL. EXISTING MANUAL TRANSFER SWITCH TO BE REPLACED.
- CAMLOCKS TO BE PROVIDED ON THE SIDE OF NEW TRANSFER SWITCH. TRANSFER SWITCH TO POWER ENTIRE BUILDING.
- RECEPTACLE TO BE ADDED FOR GENERATOR BATTERY CHARGER.
- 1 DAY OUTAGE NEEDED TO CONNECT NEW TRANSFER.

ADA SCOPE OF WORK:

- Stripe ADA Van Accessible Parking Space and Access Aisle
- Install Van Accessible Minimum $250 Sign
- Install Tow Away Sign
- Wrap sink drain pipe in Station #2 Fire House restroom

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE:	**TYPE OF AGENDA ITEM:**
June 16, 2020	☒Regular ☐Timed ☐Consent

DEPARTMENT: Department of Planning/Public Works and Transportation
APPROVING PARTY: Tim H. Beals, Director
PHONE NUMBER: 530-289-3201

AGENDA ITEM: Review and direction to staff on proposal to hire three part time positions (road maintenance worker 1-Step A through C) for a "brush removal crew" not to exceed a 60 to 90 day period (July through September) to remove and dispose of roadside brush on all County roads and park facilities.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☐Other

BACKGROUND INFORMATION: The necessary work is self explanatory and the road crews are hitting hard at clearing and mastication. The request is for tempeorary extra help positions to assist in this clearing work alongside County Maintained Highways.

FUNDING SOURCE: ROAD
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $30000 One Time Expense

ARE ADDITIONAL PERSONNEL REQUIRED?	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☐Yes ☒No
☒Yes, -- -- ☐No	**IS A BUDGET TRANSFER REQUIRED?** ☒Yes ☐No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2018- _____ Agreement 2018- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

Meeting Date:	**Type of Agenda Item:**
June 16, 2020	☒Regular ☐Timed ☐Consent

Department: Public Works and Transportation
Approving Party: Tim H. Beals, Director
Phone Number: 530-289-3201

Agenda Item: Rescission of Agreement 2020-003 and approval of revised agreement with Plumas Co. for County Free Library Services.

Supportive Documents Attached: ☐Memo ☐Resolution ☐Agreement ☒Other
Email with Lindsay Fuchs of Plumas County regarding this draft agreement.

Background Information: The term of this updated library services agreement is 3 years and has the option for automatic renewal if no changes are brought forward.

Funding Source: 001
General Fund Impact: General Fund Impact
Other Fund:
Amount: $ N/A

Are additional personnel required?	**Is this item allocated in the budget?** ☒Yes ☐No
☐Yes, -- -- ☒No	**Is a budget transfer required?** ☐Yes ☒No

Space Below for Clerk's Use

Board Action:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

Comments:

_____ _____
Clerk to the Board Date

Miriam Dines

To: Tim Beals
Subject: RE: Library Services Agreement-Plumas County

From: Hydrick, Gabriel [mailto:GabrielHydrick@countyofplumas.com]
Sent: Tuesday, June 9, 2020 6:28 AM
To: Tim Beals <tbeals@sierracounty.ca.gov>; Fuchs, Lindsay <LindsayFuchs@countyofplumas.com>
Cc: Van Maddox <auttc@sierracounty.ca.gov>
Subject: RE: Library Services Agreement-Plumas County

Good morning Tim and Van,
Lindsay and I enjoyed working with your team. This was good to update a very outdated agreement, but more importantly to develop and build relationships with Sierra. Thanks and best to all, Gabriel

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From: Tim Beals <tbeals@sierracounty.ca.gov>
Sent: Friday, June 5, 2020 2:16 PM
To: Fuchs, Lindsay <LindsayFuchs@countyofplumas.com>
Cc: Hydrick, Gabriel <GabrielHydrick@countyofplumas.com>; Van Maddox <auttc@sierracounty.ca.gov>
Subject: Library Services Agreement-Plumas County

Hello Lindsay…Please find attached, the revised and final draft of the "Agreement for County Free Library Services" between Plumas County and Sierra County. This agreement represents a lot of work and a lot of communications back and forth and I trust it represents everything we have discussed along the way. This has been reviewed by the Board of Supervisors, which includes the County Counsel and County Auditor, and unless changes need to be made to accommodate any concerns from the Plumas County, we are hopeful that we can have both Plumas and Sierra County Board of Supervisors be in a position to approve the agreement at their regular meeting of June 16, 2020. This will allow the effective date of the agreement (July 1, 2020) to begin with a brand new approach as we have planned.

The proposed agreement also includes an Exhibit A which is a form for displaying the annual costs of the agreement and is a form for invoice as well. This takes any confusion out of the process and it includes personnel costs (salaries and benefits), services and supply costs, A-87 or 2 CFR Part 200 costs, and a small contingency that we expect will not be needed but if it is, there is a small fund to cover any unanticipated expenses for Plumas County in the agreement.

As you may know, Sierra County recently forwarded a payment to Plumas County for the additional costs over and above the cap for costs incurred by Plumas County under the former library agreement for the fiscal years 2014-2015 through 2018-2019. This payment represents the summary of costs that you provided us in Sierraville at the library committee meeting when we first commenced negotiations on the revised agreement and the check includes the costs for expenses in serving the County over and above the library agreement as stated for the above fiscal years and also Plumas County's proportionate A-87 costs accordingly. So we should be good and the deck is clear for this new version of the agreement to become effective.

Thanks for taking my call today and so you are aware, the changes you asked for in the final agreement are all in place. Take care and please call if you have questions or concerns.

Sierra County Agreement 2020-
Plumas County Agreement 2020-

AGREEMENT FOR COUNTY FREE LIBRARY SERVICES

BY THIS AGREEMENT, by and between the County of Plumas, State of California (hereinafter "PLUMAS") and the County of Sierra, State of California (hereinafter "SIERRA"), the parties hereto agree as follows:

OPERATIVE PROVISIONS

1) **SCOPE AND AUTHORITY.** "PLUMAS" provides a County Free Library Service to its residents as authorized under the California Education Code, Section 19100 et seq., and this public service is managed by a qualified Librarian under the direction of the "PLUMAS" Board of Supervisors. "SIERRA" wishes to provide limited County Free Library service to its residents and wishes to secure an Agreement with "PLUMAS" as authorized under the California Education Code, Section 19108, to provide limited County Free Library services as defined herein.

2) **SERVICES PROVIDED BY "PLUMAS" UNDER THIS AGREEMENT.**

   "PLUMAS" agrees to provide the following library services under this Agreement:

   a. Provide limited County Free Library services to "SIERRA" at branch library locations currently located in the communities of Loyalton, Downieville, Sierra City, and Alleghany.
   b. Provide a credentialed County Librarian for reasonable levels of management oversight, reporting, and any required training to "SIERRA" branch library paid and volunteer staff regarding County Free Library services.
   c. Provide books and other materials customarily provided to branch library stations and under the supervision of the County Librarian, provide support services and programs under the Library Consortium, the California State library, and other library associations and organizations

that "PLUMAS" typically engages in the provision of County Free Library services.

d. Provide, catalog, and ship materials and supplies to the "SIERRA" branch library stations; process reimbursements to branch library stations; and handle patron requests and required shipments.
e. Provide "SIERRA" reasonable professional and technical support for recruitment, job interviews and employee on-boarding and placement, employee review and any personnel related actions, and time-worked reporting to the Sierra County Auditor for paid staff and volunteers located at each of the branch library stations.

3) **OBLIGATIONS OF "SIERRA" UNDER THIS AGREEMENT.**

"SIERRA" shall be responsible for the following obligations under this Agreement:

a. Provide all human resource and employee-related services, supervision, and responsibilities for paid staff and volunteers serving the "SIERRA" branch library stations including payroll, personnel administration, required orientation and training, interfacing with workers compensation and insurance, and assuring compliance with Federal, State and County rules and regulations governing personnel.
b. Providing timely reporting and any statistics as requested by the Plumas County Librarian.
c. Provide physical space to serve as branch library stations and assure that such sites provide safe and compliant public access. "SIERRA" will conduct reasonable inspections to assure that branch library sites are safe and properly maintained.
d. Be directly responsible for lease or rental payments for branch library stations, utility bills including but not limited to propane, electricity, domestic water, solid waste, heating oil, property and general liability insurance, and phone/internet services.
e. Directly fund and provide payroll to the branch library stations based on historical budget allocation as follows: at Loyalton one .169 FTE employee(13.5 hours every two weeks); at Alleghany one .025 FTE employee (2.5 hours every two weeks); at Sierra City one .119 FTE employee (9.5 hours every two weeks); and at Downieville one .119 FTE employee (9.5 hours every two weeks). Hours may be adjusted up or down by "SIERRA" after consultation with the County Librarian.
f. Based on budget, resources, and priorities, provide procurement, maintenance, and replacement of Informational Technology assets and related equipment at any of the branch library stations.

4) **COMPENSATION.**

"PLUMAS" shall annually, during the term of this Agreement and at least thirty (30) days prior to adopting a final County budget, submit to "SIERRA" a proposed budget for the provision of County Free Library Services outlining the proposed costs to "SIERRA" under this Agreement. This final budget shall not include the direct costs to "SIERRA" since the cost for employees, lease or rent payments for branch library stations, and utility costs, and other costs identified herein are exclusively a separate and direct responsibility of "SIERRA" under the terms of this Agreement. "SIERRA" may provide comments to "PLUMAS" on the proposed budget. Upon adoption of a final County Library budget by "PLUMAS", it shall submit an invoice to "SIERRA" with a copy of the adopted Library budget and "SIERRA" shall tender payment within thirty (30) days of receipt.

The form of the invoice submitted to "SIERRA" by "PLUMAS" shall be provided annually in the format provided on the exhibit attached hereto as Exhibit A, which identifies those cost centers of the Plumas County Library budget that incur expenses attributed to "SIERRA" under this Agreement for salaries, services and supplies, and A-87 cost allocation/overhead.

It is understood by both Parties that in any given year or from time to time, grants, special projects, or issues that may arise in mid-year can create fluctuations in expenses and revenues and it is understood that when such a condition occurs, "PLUMAS" and "SIERRA" recognize the need to initiate communication between the "Contact Persons" identified in this Agreement for "Notice" between both Parties to this Agreement and approve any required amendments to the budget developed annually under this Agreement.

Each branch library station occasionally collects late fees (estimated not to exceed $20 per fiscal year) and also may have occasional book sales, take in donations, and participate in fund raising activities. It is recognized that each branch library station shall continue to forward collected late fees to the Plumas County Librarian as has been done in the past and any revenues collected through donations, book sales, or fund raising activities shall continue to be authorized for use in branch library station to assist in funding special events, purchase of supplies or payment of site utilities as may be needed, and costs for minor expenses associated with the operation of each branch library station.

5) **TERM AND TERMINATION.**

The term of this Agreement shall be three years beginning July 1, 2020 and ending on June 30, 2024. This Agreement may be terminated by either party by

serving written notice of termination no later than June 1 of any year. Otherwise, this Agreement will renew automatically for an additional term of three (3) years commencing July 1, 2024 and terminating June 30, 2027 unless further extensions are granted. This Agreement may be modified upon mutual written consent of both parties and any modification to compensation shall commence and become effective at the beginning of the fiscal year following the approved Agreement modification.

6) **INDEMNIFICATION.**

"SIERRA" agrees to hold harmless, indemnify, and defend "PLUMAS" from all claims or losses accruing or resulting from injury, damage, or death of any person, firm, corporation, in connection with the performance of their obligations under this Agreement, including any claim of wrongdoing by a "SIERRA" employee, volunteer, or intern. "SIERRA" further agrees to hold harmless, and indemnify and defend "PLUMAS" from any and all claims or losses incurred by any supplier, contractor, or sub-contractor furnishing work, services, or materials in connection with their obligations under this Agreement. "PLUMAS" agrees to hold harmless, indemnify, and defend "SIERRA" from all claims or losses accruing or resulting from injury, damage, or death of any person, firm, corporation, in connection with the performance of their obligations under this Agreement, including and claim of wrongdoing by a "PLUMAS" employee, volunteer, or intern. "PLUMAS" further agrees to hold harmless, and indemnify and defend "SIERRA" from any and all claims or losses incurred by any supplier, contractor, or sub-contractor furnishing work, services, or materials in connection with their obligations under this Agreement. This provision survives termination of this Agreement.

7) **RECIPROCAL WAIVER OF CLAIMS.**

"PLUMAS" and "SIERRA" shall each be responsible for their own losses, including Workers Compensation benefits as may be applicable to any injuries sustained by an employee, intern, or volunteer of each Party, arising out of the performance of this Agreement. Each of the Parties hereby waive and release any claim against the other for compensation for any loss or damage to its property and/or personal injury or death of its employees or agents occurring as a consequence of the performance of services under this Agreement.

8) **NO PARTNERSHIP.**

This Agreement shall not create a partnership nor joint venture, as between the parties, nor shall be considered as such. Each of the Parties shall retain their

independent status. Neither "PLUMAS" nor "SIERRA" are agents one of the other.

9) **INSURANCE.**

"PLUMAS" AND "SIERRA", so long as both Parties are members of the Trindel and CSAC-EIA Insurance Program, will not be required to provide separate liability, workers compensation, or property insurance and shall not be required to identify each Party as additional Insured under this Agreement.

10) **NOTICE/CONTACT PERSONS.**

The following contact persons shall be designated as the parties that receive notice and any official notifications under this Agreement:

For "PLUMAS":

Plumas County Board of Supervisors
Attn.: Chairman of the Board
520 Main Street
Quincy, California 95971

With Copies to: County Administrator
520 Main Street-Suite 309
Quincy, California 95971

County Librarian
445 Jackson Street
Quincy, California 95971

For "SIERRA":

Sierra County Board of Supervisors
Attn: Chairman of the Board
PO Drawer D
Downieville, California 95936

With Copies to: County Auditor
PO Box 425
Downieville, California 95936

11) **EFFECTIVE DATE OF AGREEMENT.**

This Agreement shall become effective as of July 1, 2020.

SIERRA COUNTY:

By:

JAMES BEARD, CHAIRMAN
BOARD OF SUPERVISORS

APPROVED AS TO FORM:

DAVID PRENTICE
COUNTY COUNSEL

ATTEST:

HEATHER FOSTER
CLERK OF THE BOARD

PLUMAS COUNTY:

By:

KEVIN GOSS, CHAIRMAN
BOARD OF SUPERVISORS

By:

SHARON THRALL, VICE-CHAIR
BOARD OF SUPERVISORS

APPROVED AS TO FORM:

CRAIG SETTLEMIRE
COUNTY COUNSEL

GABRIEL HYDRICK
COUNTY ADMINISTRATOR

ATTEST:

NANCY DA FORNO
CLERK OF THE BOARD

LIBRARY SERVICES AGREEMENT

EXHIBIT "A"
FORMAT FOR INVOICING
FISCAL YEAR 2020-2021

	Total
Plumas County Personnel Costs **Applicable to Services to Sierra County** 2.8%* of the Following Positions	
1) County Librarian 2) Librarian 3) Fiscal and Tech Services Assistant 4) Library Technician	
2019-2020 Costs-$147,818.00 (Salaries Only)	
Salaries at 2.8%	$4,138.90
Benefits-38% of Salaries (Per Plumas County Salary/Benefit Ratio) of $4138.90	$1,572.78
PLUMAS COUNTY SERVICES AND SUPPLIES COSTS **APPLICABLE TO SERVICES TO SIERRA COUNTY** 3.7%* of the Following Cost Centers/Sub Accounts	
1) Postage 2) Office Expense 3) Library Processing 4) Microfilming 5) Program Subscriptions 6) Books 7) Travel (Out of County)	
2019-2020 Costs-$61,033.00 3.7%-$2,258.22	$2258.22
PLUMAS COUNTY 2 CFR PART 200 (A-87) **COST ALLOCATION FOR OVERHEAD** 5.5% of the Cost Allocation Plan for Services Provided To the Plumas County Library Budget for Services To Sierra County by the following Departments: County Auditor, County Treasurer-Tax Collector, County Counsel, County Administrator, and County Human Resources**	
2019-2020 Costs-$22,856.00 5.5%-$1257.08	$1257.08
CONTINGENCY***	$1000.00
Total	$10,226.98

*Percentages Computed Annually by County Librarian Based on Approved Final Budget
**HR will not be included in future invoices-Sierra County Provides Services
***Contingency, if not used, will be rolled over to ensuing fiscal year invoice and only to be used by Plumas County Librarian

LIBRARY SERVICES AGREEMENT

EXHIBIT "A"
FORMAT FOR INVOICING
FISCAL YEAR 2020-2021

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Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed Consent

DEPARTMENT: Auditor
APPROVING PARTY: Van A. Maddox
PHONE NUMBER: 530-289-3286

AGENDA ITEM: Discussion/adoption of a resolution setting the County Service Area Preliminary Budget for Fiscal Year 2020-2021

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☒Resolution ☐Agreement ☒Other

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $0 N/A

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☐No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☐Yes ☐No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☐No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

BOARD OF SUPERVISORS
COUNTY OF SIERRA
STATE OF CALIFORNIA

RESOLUTION NO. _____

IN THE MATTER OF ADOPTING THE PRELIMINARY BUDGET FOR THE COUNTY SERVICE AREA #1, #2, #3, #4, #5 & 5A FOR THE 2020-21 FISCAL YEAR

BE IT RESOLVED THAT:

1. The Preliminary budget for the County Service Areas 1, 2, 3, 4, 5, 5A (Sierra Brooks Water) for the 2020-21 fiscal years is hereby approved in the form of the attached Exhibit A.
2. The fixed assets specifically listed in the Budget are approved and expenditures for such fixed assets are hereby authorized for the departments to purchase and the Auditor to pay.
3. The expenditures specifically line itemed in the budget including the special revenue funds are hereby authorized for the departments to purchase and the Auditor to pay.
4. The auditor is authorized to move funds within a Fund as needed without increasing the total expenditures for the fund.
5. All Transfers in specifically listed in exhibit A are authorized for the Auditor to move.

Adopted by the Board of Supervisors of the County of Sierra on the 16th day of June 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

APPROVED AS TO FORM:

_____

County Counsel

COUNTY OF SIERRA

_____
Jim Beard, Chairperson
Board of Supervisors

ATTEST:

_____
Heather Foster
Clerk of the Board

STATE CONTROLLER
COUNTY BUDGET ACT

BOARDCONTROLLED DISTRICT

SCHEDULE 15

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**COUNTY SERVICE AREA 1**
Function	General
Supervisor	
Location	Downieville and West
Fund	**201 CSA 1**
Budget Unit	**2010000**

DESCRIPTION	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PROPOSED (6)	2020-21 Final (7)
SOURCE OF FINANCING	**Revenue**	**Revenue**	**Revenue**	**Revenue**	**Revenue**	**Revenue**
4001 Current Secured Prop Tax	8,894	9,731	10,538	9,000	10,538	
4002 Current Unsecured Prop Tax	303	290	417	417	417	
4004 Prior Unsecured Prop Tax	(94)	67	7	7	7	
4005 Supplemental Prop Tax	73	59	50	50	50	
4007 Timber Yield Taxes	68	167	90	90	90	
4201 Interest	0	0	0			
4055 HOPTR	94	97	122	122	122	
4711 Transferes In	4,045	3,265	11,800	7,000	4,800	
Total Revenue	**13,383**	**13,676**	**23,024**	**16,686**	**16,024**	**0**

USES OF FINANCING	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures
5106 Insurance	100	96	119	100	95	
5166 Cost Allocation	1,544	1,084	624	1,544	1,474	
5171 Prop Tax Admin Fee	978	1,018	1,000	800	1,000	
6403 Downieville Library	3,387	5,004	5,000	5,000	5,000	
5155 Misc.	0	0	523	523	523	
7002 Street Lights	6,855	7,910	8,000	8,000	8,000	
7003 Street & Road Services	0	0	0			
7004 Parks & Recreation	300	0	290	100	100	
7005 Misc. Waste Disposal	264	242	530	530	530	
7600 Parks & Recreation	68	167	190	90	90	
Total Expenditures	**13,497**	**15,522**	**16,276**	**16,686**	**16,812**	**0**

* The lights and garbage Expenditures are too much for this budget.

STATE CONTROLLER
COUNTY BUDGET ACT

BOARDCONTROLLED DISTRICT

SCHEDULE 15

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**COUNTY SERVICE AREA 2**
Function	General
Supervisor	
Location	Sierra City
Fund	**202 CSA 2**
Budget Unit	2020000

DESCRIPTION	2017-18 ACTUAL	2018-19 ACTUAL	2019-20 ESTIMATED	2019-20 ADOPTED	2020-21 PROPOSED	2020-21 Final
(1)	(2)	(3)	(4)	(5)	(6)	(7)
SOURCE OF FINANCING	**Revenue**	**Revenue**	**Revenue**	**Revenue**	**Revenue**	**Revenue**
4001 Current Secured Prop Tax	23,976	24,530	25,426	23,000	25,426	
4002 Current Unsecured Prop Tax	685	628	800	800	800	
4004 Prior Unsecured Prop Tax	(168)	130	0			
4005 Supplemental Prop Tax	165	129	50	50	50	
4007 Timber Yield Taxes	1,404	3,463	1,700	1,700	1,700	
4201 Interest	0	0	0			
4055 HOPTR	212	210	200	200	200	
4401 Other Misc Revenue	0	0	0			
Total Revenue	**26,274**	**29,091**	**28,176**	**25,750**	**28,176**	**0**

USES OF FINANCING	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures
5106 Insurance	100	96	119	100	109	
5166 Cost Allocation	1,142	875	767	1,142	1,482	
5171 Prop Tax Admin Fee	2,488	2,654	2,300	2,300	2,300	
5177 Treasurers fee	0	0	50	50	50	
6403 Alleghany Library	1,500	1,500	1,500	1,800	1,800	
6403 Sierra City Library	6,532	7,896	5,190	4,890	4,890	
5155 Misc Expenses	0	0	4,675	4,675	4,675	
7002 Street Lights	3,797	4,468	5,000	5,000	5,000	
7003 Street & Road Services	0	0	2,000	2,000	2,000	
7004 Parks & Recreation	0	0	2,000	2,000	2,000	
7006 Misc Expenses	0	0	0	0	0	
7600 Transfers Parks & Recreation	1,404	3,463	3,200	1,700	1,700	
Total Expenditures	**16,963**	**20,952**	**26,801**	**25,657**	**26,006**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BOARD-CONTROLLED DISTRICT

SCHEDULE 15

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**COUNTY SERVICE AREA 3**
Function	General
Supervisor	
Location	Calpine, Sierraville
Fund	**203 CSA 3**
Budget Unit	2030000

DESCRIPTION	2017-18 ACTUAL	2018-19 ACTUAL	2019-20 ESTIMATED	2019-20 ADOPTED	2020-21 PROPOSED	2020-21 Final
(1)	(2)	(3)	(4)	(5)	(6)	(7)
SOURCE OF FINANCING	**Revenue**	**Revenue**	**Revenue**	**Revenue**	**Revenue**	**Revenue**
4001 Current Secured Prop Tax	13,086	14,017	14,594	12,500	14,594	
4002 Current Unsecured Prop Tax	453	421	525	525	525	
4004 Prior Unsecured Prop Tax	(134)	91	0			
4005 Supplemental Roll Prop Tax	109	87	0			
4007 Timber Yield Taxes	870	2,145	1,324	1,324	1,324	
4201 Interest	0	0	0			
4055 HOPTR	140	141	166	166	166	
4411 Transferes In	0	0	0	5,000	4,542	
Total Revenue	**14,523**	**16,903**	**16,609**	**19,515**	**21,151**	**0**

USES OF FINANCING	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures
5106 Insurance	100	96	119	100	109	
5166 Cost Allocation	1,042	703	659	1,042	1,188	
5171 Prop Tax Admin Fee	1,421	1,502	1,400	1,400	1,400	
5177 Treasurers fees	0	0	3	3	3	
7001 Fire Services	0	0	0			
7002 Street Lights	13,145	13,137	14,000	13,000	14,000	
7003 Street & Road Services	0	0	0			
7004 Parks & Recreation	0	0	1,550	1,550	1,550	
7006 Miscellaneous Services	0	0	2,420	2,420	2,420	
Total Expenditures	**15,709**	**15,438**	**20,151**	**19,515**	**20,670**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BOARD-CONTROLLED DISTRICT

SCHEDULE 15

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**COUNTY SERVICE AREA 4**
Function	General
Supervisor	
Location	Loyalton, Verdi
Fund	**204 CSA 4**
Budget Unit	2040000

	DESCRIPTION	2017-18 ACTUAL	2018-19 ACTUAL	2019-20 ESTIMATED	2019-20 ADOPTED	2020-21 PROPOSED	2020-21 Final
(1)		(2)	(3)	(4)	(5)	(6)	(7)
SOURCE OF FINANCING		**Revenue**	**Revenue**	**Revenue**	**Revenue**	**Revenue**	**Revenue**
4001	Current Secured Prop Tax	6,513	6,693	1,997	6,171	1,997	
4002	Current Unsecured Prop Tax	209	189	48	260	48	
4004	Prior Unsecured Prop Tax	(60)	37	0			
4005	Supplemental Roll Prop Tax	50	39	0			
4007	Timber Yield Taxes	40	98	70	70	70	
4201	Interest	0	0	0			
4055	State Aid - HOPTR	65	63	66	66	66	
4401	Other Misc Revenue	0	0	0			
	Total Revenue	**6,816**	**7,119**	**2,181**	**6,567**	**2,181**	**0**

USES OF FINANCING		**Expenditures**	**Expenditures**	**Expenditures**	**Expenditures**	**Expenditures**	**Expenditures**
5106	Insurance	100	96	119	100	109	
5166	Cost Allocation	317	244	245	317	361	
5171	Prop Tax Admin Fee	701	735	800	850	800	
5163	Office Exp	0	0	0			
7002	Street Lights	344	925	1,000	300	1,000	
7003	Street & Road Services	0	0	0			
7001	Fire Services	5,000	5,000	0	5,000		
5177	TREASURER'S FEES	0	0	0			
6403	SPECIAL DEPARTMEN	0	0	7,900	7,800	7,900	
7006	Park & Recreation	0	0	0			
		0	0	0			
	Total Expenditures	**6,461**	**7,001**	**10,064**	**14,367**	**10,169**	**0**

* Verdi
There is a Verdi Fire zone with in CSA#4 that assesses property within the zone for fire service. These funds are held in a seprate acount. At 6/30/20165 balance of fund 455 $18,958.

STATE CONTROLLER
COUNTY BUDGET ACT

BOARD-CONTROLLED DISTRICT

SCHEDULE 15

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**COUNTY SERVICE AREA 5**
Function	General
Supervisor	
Location	Loyalton, Sierra Brooks
Fund	**2005 CSA 5**
Budget Unit	2050000

DESCRIPTION	2017-18 ACTUAL	2018-19 ACTUAL	2019-20 ESTIMATED	2019-20 ADOPTED	2020-21 PROPOSED	2020-21 Final
(1)	(2)	(3)	(4)	(5)	(6)	(7)
SOURCE OF FINANCING	**Revenue**	**Revenue**	**Revenue**	**Revenue**	**Revenue**	**Revenue**
4001 Current Secured Prop Tax	13,436	14,521	12,200	13,000	12,200	
4002 Current Unsecured Prop Tax	456	430	480	581	480	
4004 Prior Unsecured Prop Tax	(139)	97	0			
4005 Supplemental Roll Prop Tax	110	88	0			
4007 Timber Yield Taxes	10	25	18	18	18	
4201 Interest	0	0	0			
4055 State Aid - HOPTR	122	125	132	132	132	
4411 Transferes In	0	0	0	5,324	1,245	
Total Revenue	**13,994**	**15,287**	**12,830**	**19,055**	**14,075**	**0**

USES OF FINANCING	**Expenditures**	**Expenditures**	**Expenditures**	**Expenditures**	**Expenditures**	**Expenditures**
5106 Insurance	100	96	119	100	109	
5163 Office Expense	0	0	0			
5165 Professional & Specialized	0	0	0			
5166 Cost Allocation	1,515	1,061	816	1,515	1,446	
5171 Prop Tax Admin Fee	1,471	1,535	1,910	1,910	1,910	
5177 TREASURER'S FEES	0	0	31	30	31	
	0	0	0			
	0	0	0			
6403 Loyalton Library	10,173	9,978	10,500	10,500	10,500	
7001 Fire Services	5,000	5,000	0	5,000		
7006 Miscellaneous Services	0	0	0			
7005 Waste Disposal	0	0	0			
	0	0	0			
Total Expenditures	**18,259**	**17,670**	**13,376**	**19,055**	**13,996**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BOARD-CONTROLLED DISTRICT

SCHEDULE 15

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**COUNTY SERVICE AREA 4A-5A**
Function	Water Service
Supervisor	
Location	**Sierra Brooks**
Fund	**207 CSA 4A**
Budget Unit	2070000

DESCRIPTION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PROPOSED (6)	2020-21 Final (7)
SOURCE OF FINANCING	**Revenue**	**Revenue**	**Revenue**	**Revenue**	**Revenue**	**Revenue**
4001 Current Secured Prop Tax	90,250	100,924	67,287	79,214	67,287	
4002 Current Unsecured Prop Tax	3,181	3,098	2,710	3,759	2,710	
4004 Prior Unsecured Prop Tax	(823)	753	0			
4005 Supplemental Roll Prop Tax	765	636	0			
4007 Timber Yield Taxes	0	0	0			
4055 HOPTR	983	1,038	966	966	966	
4201 Interest	1,923	1,283	2,000	800	2,000	
4526 Water - Special Tax	65,625	65,625	65,745	65,865	65,745	
4521 Water Fees	0	0	44,525		44,525	
4545 Water Conections	0	2,200	0		0	
Total Revenue	**161,904**	**175,557**	**183,233**	**150,604**	**183,233**	**0**
USES OF FINANCING	**Expenditures**	**Expenditures**	**Expenditures**	**Expenditures**	**Expenditures**	**Expenditures**
Wages & Benefits						
5000 Wages	6,957	18,759	24,343	22,491	25,372	
5001 Extra Help	0	0	0			
5002 Over Time	536	307	5,000	5,000	5,000	
5004 Retirement	3,073	4,791	12,287	11,267	13,337	
5007 Benefit	7,889	13,139	8,743	8,554	8,822	
Total Wages & Benefits	**18,456**	**36,995**	**50,373**	**47,312**	**52,531**	**0**
Water Operations						
7009 Utilities	34,165	67,341	55,000	35,000	55,000	
7010 Water System Maintenance	19,996	21,141	18,000	15,000	18,000	
7011 System Repairs	59,150	31,676	5,000	17,000	5,000	
7012 Water Fee Admin	12,466	13,405	20,000	14,000	20,000	
7003 Road Charges System	27,298	42,324	15,000	37,000	15,000	
5244 Maint Vehicle	1,958	861	1,688	2,000	1,688	
Total Services & supplies	**155,033**	**176,748**	**114,688**	**120,000**	**114,688**	**0**
Non Operating						
5120 Communications AT&T	843	889	900	800	900	
5106 Insurance	398	389	563	0	472	
5160 Office Expense	465	1,546	1,600	2,600	1,600	
5166 Cost Allocation	3,395	2,534	7,047	5,633	10,384	
5171 Prop Tax Admin Fee	9,416	10,384	8,000	8,000	8,000	
5177 Treasures fees	0	0	0	0	0	
5165 Contract Services	4,452	0	0	5,000		
Training	410	505	0			
7004 Parks & Rec	0	0	0	1,000	0	
7001 Fire Services	15,000	15,000	0	15,000		
7008 Flood Controle	0	0	2,000	2,000	2,000	
Total Other Charges	**34,379**	**31,247**	**20,110**	**40,033**	**23,356**	**0**
7600 **Transfers - new construction**	0	0	80,000		**80,000**	**80,000**
Total Expenditures	**207,867**	**244,990**	**185,171**	**207,345**	**270,575**	**80,000**
Number of Personnel Budgeted	0.5	0.5	0.5	0.5	0.50	0.50

STATE CONTROLLER
COUNTY BUDGET ACT

BOARD-CONTROLLED DISTRICT

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**CSA 4A-5A BOND**
Function	Debt Service
Supervisor	
Location	**Sierra Brooks**
Fund	**207 CSA 4A-5A**
Budget Unit	2071000

DESCRIPTION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PROPOSED (6)	2020-21 Final (7)
SOURCE OF FINANCING	**Revenue**	**Revenue**	**Revenue**	**Revenue**	**Revenue**	**Revenue**
4050 Bond-Current Secured Prop Tax	0	0	91,375		91,375	
4051 Bond-Current Unsecured Prop Tax	0	0	0			
4053 Bond-Prior Unsecured Prop Tax	0	0	0			
4054 Bond-Supplemental Roll Prop Tax	0	0	0			
	0	0	0			
4055 HOPTR	0	0	0			
4201 Interest	0	0	0			
0 Water Conections	0	0	0		0	
Total Revenue	**0**	**0**	**91,375**	**0**	**91,375**	**0**
USES OF FINANCING	**Expenditures**	**Expenditures**	**Expenditures**	**Expenditures**	**Expenditures**	**Expenditures**
Wages & Benefits						
5000 Wages						
5001 Extra Help						
5002 Over Time						
5004 Retirement						
5007 Benefit						
Total Wages & Benefits	**0**	**0**	**0**	**0**	**0**	**0**
Water Operations						
5310 Interest on Debt	0	0	91,375		91,375	
5312 Principle Payment	0	0	0			
Total Services & supplies	**0**	**0**	**91,375**	**0**	**91,375**	**0**
Total Other Charges	**0**	**0**	**0**	**0**	**0**	**0**
Total Expenditures	**0**	**0**	**91,375**	**0**	**91,375**	**0**
Number of Personnel Budgeted						

STATE CONTROLLER
COUNTY BUDGET ACT

BOARD-CONTROLLED DISTRICT

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**CSA 4A-5A CAPITAL PROJECTS**
Function	Water Service
Supervisor	
Location	**Sierra Brooks**
Fund	**207 CSA 4A-5A**
Budget Unit	2072000

	DESCRIPTION	**2017-18 ACTUAL**	**2018-19 ACTUAL**	**2019-20 ESTIMATED**	**2019-20 ADOPTED**	**2020-21 PROPOSED**	**2020-21 Final**
(1)		(2)	(3)	(4)	(5)	(6)	(7)
	SOURCE OF FINANCING	**Revenue**	**Revenue**	**Revenue**	**Revenue**	**Revenue**	**Revenue**
4201	Interest	0	0	0			
4284	Federal Grant	0	0	1,243,439		1,243,439	
4050	Other Misc Rev. - **Loan Proceeds**	0	0	2,080,145		2,080,145	
4711	Transfers in from Operating					80,000	
4700	Loan Paid infull up front					44,855	
	Total Revenue	**0**	**0**	**3,323,584**		**3,448,439**	**0**
	USES OF FINANCING	**Expenditures**	**Expenditures**	**Expenditures**	**Expenditures**	**Expenditures**	**Expenditures**
	Wages & Benefits						
5000	Wages						
5001	Extra Help						
5002	Over Time						
5004	Retirement						
5007	Benefit						
	Total Wages & Benefits	**0**	**0**	**0**	**0**	**0**	**0**
	Total Other Charges	**0**	**0**	**0**	**0**	**0**	**0**
6226	**Capital Improvements Project**	0	0	3,323,584		**3,323,584**	**3,323,584**
	Total Expenditures	**0**	**0**	**3,323,584**	**0**	**3,323,584**	**3,323,584**

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: Auditor
APPROVING PARTY: Van A. Maddox
PHONE NUMBER: 530-289-3286

AGENDA ITEM: Discussion/Direction/Adoption of a resolution setting the County & Special revenue Funds Preliminary Budget for fiscal year 2020-21

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☒Resolution ☐Agreement ☒Other

BACKGROUND INFORMATION: The budget the Finance Committee is recommending as a Preliminary budget is the 2019/20 final budget less onetime costs and capital assets. The Board approved the IT department to add the one services contract at the last Board meeting. All other IT items listed in the request sheet will come from the existing IT services and supplies, no additional cost to the county.
There were very few promotions requested and the Finance Committee approved them and then froze them till the final budget.
There is a recommendation to approve a new position of Deputy Public Guardian.
All other requests are awaiting more information of the state of revenues for the 2020/21 budget year and will be considered for the final budget.
The real unknown is how will Sales and Transient Occupancy Taxes be affected by the shutdown of the county do to COVID 19. Other sources of revenue still appear to be healthy. The solid waste budget is adopted under its own resolution.

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $0 N/A

ARE ADDITIONAL PERSONNEL REQUIRED?	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☐Yes ☐No
☐Yes, -- -- ☐No	**IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☐No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____

CLERK TO THE BOARD DATE

BOARD OF SUPERVISORS
COUNTY OF SIERRA
STATE OF CALIFORNIA
RESOLUTION NO. 2020-

IN THE MATTER OF ADOPTING THE PRELIMINARY BUDGET FOR THE COUNTY OF SIERRA & SPECIAL REVENUE FUNDS FOR THE 2020-21 FISCAL YEAR

BE IT RESOLVED THAT:

1. The Preliminary budget for the County of Sierra and Special revenue funds for the 2020-21 fiscal year is hereby approved in the form of the attached Exhibit A.
2. The fixed assets specifically listed in the Budget are approved and expenditures for such fixed assets are hereby authorized for the departments to purchase and the Auditor to pay.
3. The expenditures specifically line itemed in the budget including the special revenue funds are hereby authorized for the departments to purchase and the Auditor to pay.
4. The auditor is authorized to move funds within a Fund as needed without increasing the total expenditures for the fund.
5. All Transfers in specifically listed in exhibit A are authorized for the Auditor to move.
6. Staffing patterns are as stated in Exhibit B.
7. All expenditures of a routine annual basis in excess of $7,500 are authorized for payment.

Adopted by the Board of Supervisors of the County of Sierra on the 16th day of June, 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

APPROVED AS TO FORM:

_____

County Counsel

COUNTY OF SIERRA

_____

Jim Beard, Chairperson
Board of Supervisors

ATTEST:

_____

Heather Foster
Clerk of the Board

				Other Funding Source	Unranked	General Fund Move to Budget	Ranking #1	Ranking #2	Road Fund Move to Budget	Road Fund Requested	Health & Social Services Fund	Behavioral Health Fund	Other	SW	Parks
Fund Surplus															
		other Funding Available				126,988			0						
One Time Service & Supply Increases															
Fixed Assets															
SS		Auto									35,000				
Base Line Budget - Services & Supplies Increase															
GF	IT	Microsoft 365	This will be paid by budget no increase but would like approved in Preliminary Budget												
GF	IT	Cisco	This will be paid by budget no increase but would like approved in Preliminary Budget												
GF	IT	**Network Suport**	The savinings is to H&H Budget		33,834	33,834									
New Positions															
SS		Facility Manager									122,265				
SS		ICWIII to at Staff Srvices Analyst									0				
SS		Public Guardian									59,228				
GF	Personnel	Secretary			66,426										
Increase in Positions															
Promotions															
GF	Treasurer	Acct. tech III to Chief			2,281	2,281									
SS	Pubic Health	Health Assistant II to III									1,065				
SS	Welfare	Social Worker II to III									5,925				
SS	Welfare	Social Worker II to III									8,587				
GF	Assessor	Assessment Tech III to Chief			3,144	3,144									
RF	Road Fund	Equp. Mech III to Lead							4,239						
RF	Road Fund	Rd Lead to Rd Maintance Supervisor							4,179						
RF	Road Fund	Rd Maint. Wrk II to III													
				0	105,685	39,259	0	0	8,417	0	232,070	0		0	0

Exhibit A

SIERRA COUNTY
CALIFORNIA
APPROVED
PRELIMINARY 2019/20 BUDGET

Adopted June ___, 2020

Resolution 2020-___

The Sierra County Board of Supervisors submits this Budget for Fiscal Year 2019-20 in accordance with the County Budget Act.

This budget shows the amount approved by the Board of Supervisors for the various departments of the County Government, and for those Special Districts whose affairs and funds are under the control of the Board of Supervisors, together with a statement exhibiting an estimate of the revenues that are expected to accrue during this period and the sources of such revenues.

Respectfully submitted,

Lee Adams, Supervisor District 1
Peter Huebner, Supervisor District 2
Paul Roen, Supervisor District 3
Jim Beard, Supervisor District 4
Sharon Dryden, Supervisor District 5

SIERRA COUNTY BUDGET INDEX

Budget Unit	Page
1/2 Cent Sales Tax for Safety	78
AB8 Equalization	76
Acronym Index	3
Administrative Cost Allocation	173
Agriculture Commissioner	68
Alcohol Ed	119
Alcohol Programs Fines	117
All Fund Summary	4
Animal Control	72
Annual Audit	42
Anti-Drug Abuse Grant (was OCJP)	62
Appropriation Tax Limit	191-196
Assessor	41
Auditor	43
Authorized and Funded Permanente Positions	174
Automated Fingerprinting	120
Automated Warrant	118
Aviation	157
Benefits	174
Board of Supervisors	40
Budget Resolutions	197
Building Inspection	67
Cal-Grant - OCJP	63
Capital Projects	94
Central Services	50
Clerk-Recorder	59
Clerks Trusts	111-115
Contributions to Others	47
County Counsel	45
County Engineer	53
County Free Library	73
County Transportation	167
Courts General Fund Costs	54
Criminal Justice Facilities	138
CSA #1	178
CSA #2	179
CSA #3	180
CSA #4	181
CSA #5	182
CSA 4A5A (Sierra Brooks)	185-187
CSA Budget Resolution	198
Debt Service	96
Department Request	175
District Attorney	55
DNA Trust	110
Economic Development	48
Elections	49
Encumbrances	171
Farm Advisor	74
Fish & Game Commission	92
Fund Balance Government Funds	6
Government Fund Summary	5
Grand Jury	58
Health & Social Service Type Trusts	144-156
Health Department	88
Information Services	51
Insurance Allocation	172
Jail	64
Laboratory Fees - Drug Testing	116
Law Enforcement Special Revenues	121-125
Law Library	57
Local Agency Formation Commission (LAFCO)	71
Marine Patrol	61
Mental Health	89
Miscellaneous Rebates & Refunds	75
Office of Emergency Services (OES)	69
Office of Emergency Services Grants	128-131
Parks & Recreation	95
Personnel/Risk	46
Planning Department	70
Plant Maintenance	52
Predator Control	93
Probation	65
Public Defender	56
Public Works	77
Realignment Funds	97-109
Reserve Designations	7
Revenue Detail	9-33
Road Department	79
Schedules and Charts	178-179
Search & Rescue	132
Sheriff - Coroner	60
Social Services Administration	90
Social Services Assistance	91
Solid Waste	158-165
Standards & Training Corrections	136-137
Summary of Financial Sources	8
Summary of Requirements by Fund & Function	34
Tax Type Trusts	139-143
Title III	126-127
Transfers	167-170
Transportation Special Revenue Funds	132-135
Treasurer-Tax Collector	44
Victim-Witness Program	66

BUDGET AND PROGRAM ACRONYMS

Acronym	Description
A87	Federal Office of Mgmt & Budget Circular A-87, a Cost Allocation Plan for apportioning overhead
AB8	The Assembly Bill that apportioned the 1% ad valorem property tax after Prop. 13
ADA	Anti-Drug Abuse Grant
ADA	Americans with Disabilities Act
AFDC	Aid to Families with Dependent Children
CAL-MMET	California Multi-Jurisdictional Methamphetamine Enforcement Team
CAPIT	Child Abuse Prevention, Intervention and Treatment
CHDP	Child Health and Disability Prevention
	Citizens Option for Public Safety
CSA	County Service Area
CSOC	Children's System of Care - defunct Mental Health program
CUPA	Certified Unified Program Agencies. CUPA is a consolidation of six Environmental Health Programs, with a focus on monitoring hazardous waste.
HOPTR	Homeowners Property Tax Relief Subvention
ISTEA	Intermodal Surface Transportation Efficiency Act
IWMB/SBE	Integrated Waste Management Board/State Board of Equalization
LEA	Local Enforcement Agency: Funds solid waste facilities permit and inspection programs.
LAFCO	Local Agency Formation Commission
LTC	Local Transportation Commission
MCAH	Maternal Child and Adolescent Health
MEND	Multi-agency Effort and Needs-based Diversion
MH	Mental Health
MHSA	Mental Health Services Act
MIOCR	This program was renamed to MEND
OWP	Overall Work Program
POST	Police Officers Standards and Training
RWQCB	California Regional Water Quality Control Board
SACPA	Proposition 36: Substance Abuse and Crime Prevention Act
SEDD	Sierra Economic Development District
SRRE-Miscellaneous	Source Reduction Recycle Element - Miscellaneous
SRRE-Siting Element	Source Reduction Recycle Element - Siting Element
SRRE-HHWE	Source Reduction Recycle Element - Household Hazardous Waste Element
SRRE-NDFE	Source Reduction Recycle Element - Non Disposal Facility Element
SS	Social Services - was Welfare
STP	Surface Transportation Program
TANF	Temporary Assistance for Needy Families - was AFDC

STATE CONTROLLER
COUNTY BUDGET ACT

SCHEDULE 1

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

ALL FUND SUMMARY

COUNTY FUNDS (1)	FUND BALANCE UNRESERVED UNDESIGNATED JUNE 30, 2020 (2)	DECREASES TO RESERVES/ DESIGNATION/ NET ASSTS (3)	ADDITIONAL FINANCING SOURCE (4)	TOTAL FINANCING SOURCES (5)	FINANCING USES (6)	INCREASES TO RESERVES/ DESIGNATIONS/ NET ASSETS (7)	TOTAL FINANCING USES (8)
GOVERNMENTAL FUNDS							
* GENERAL FUND	$906,132	$0	$10,390,685	$11,296,817	$11,296,815	$0	$11,296,815
SPECIAL REVENUE FUNDS	$1,121,739	$0	$22,038,421	$23,160,160	$23,160,161	$0	$23,160,161
CAPITAL PROJECT FUNDS	$0	$0	$0	$0	$0	$0	$0
DEBT SERVICES FUNDS	$0	$0	$631,057	$631,057	$631,057	$0	$631,057
TOTAL GOVERNMENT FUNDS	$2,027,871	$0	$33,060,163	$35,088,035	$35,088,033	$0	$35,088,033
OTHER FUNDS							
INTERNAL SERVICE FUNDS	$0			$0			$0
ENTERPRISE FUNDS			0	0	0	0	0
SPECIAL DISTRICTS AND OTHER AGENCIES	122,135	0	0	122,135	80,000	32,292	112,292
TOTAL OTHER FUNDS	122,135	0	0	122,135	80,000	32,292	112,292
TOTAL ALL FUNDS	**$2,150,006**	**$0**	**$33,060,163**	**$35,210,170**	**$35,168,033**	**$32,292**	**$35,200,325**

	2017/18	2017/18
Contingencies and Reserves Net Designated		
Rollover from prior years of Onetime Revenues	**1,210,033**	**900,000**
One-Time Funds in gf Budget	**1,210,033**	**900,000**

STATE CONTROLLER
COUNTY BUDGET ACT

SCHEDULE 2

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

GOVERNMENT FUND SUMMARY

COUNTY FUNDS	TOTAL FINACING SOURCES				TOTAL FINACING USES		
	FUND BALANCE UNRESERVED/ UNDESIGNATED JUNE 30, 2020	DECREASES TO RESERVES/ DESIGNATIONS	ADDITIONAL FINACING SOURCES	TOTAL FINACING SOURCE	FINACING USES	INCREASE TO RESERVES/ DESIGNATIONS	TOTAL FINACING USES
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
GENERAL FUNDS							
GENERAL FUND	$800,000	$0	$10,047,481	$10,847,481	$10,847,481	$0	$10,847,481
PARKS FUND	$106,132	$0	$343,204	$449,336	$449,333	$0	$449,333
TOTAL GENERAL FUNDS	$906,132	$0	$10,390,685	$11,296,817	$11,296,815	$0	$11,296,815
SPECIAL REVENUE FUNDS							
ROAD FUND	$6,358	$0	$4,473,610	$4,479,968	$4,479,968	$0	$4,479,968
HEALTH	$97,072	$0	$2,626,201	$2,723,273	$2,723,273	$0	$2,723,273
BEHAVIORAL HEALTH	$65,309		$8,634,505	$8,699,814	$8,699,814	$0	$8,699,814
SOCIALSERVICES	$129,732		$4,357,621	$4,487,352	$4,487,352	$0	$4,487,352
FISH & GAME	$4,997	$0	$1,062	$6,059	$6,060	$0	$6,060
PREDITOR	$795	$0	$80	$875	$875	$0	$875
TAX TYPE FUNDS	$25,009	$0	$4,910	$29,919	$29,919	$0	$29,919
TRANSPORTATION TYPE FUNDS	$176,630	$0	$268,709	$445,339	$445,339	$0	$445,339
VARIOUS MINOR FUNDS	$36,065	$0	$15,918	$51,983	$51,983	$0	$51,983
SAFETY TYPE FUNDS	$579,772	$0	$1,655,805	$2,235,577	$2,235,577	$0	$2,235,577
TOTAL SPECIAL REVENUE FUNDS	$1,121,739	$0	$22,038,421	$23,160,160	$23,160,161	$0	$23,160,161
CAPITAL PROJECT FUNDS							
CAPITAL PROJECTS	$0	$0	$0	$0	$0	$0	$0
TOTAL CAPLITAL PROJECTS FUND	$0	$0	$0	$0	$0	$0	$0
DEBT SERVICES							
RETIERMENT BOND	$0	$0	$631,057	$631,057	$631,057	$0	$631,057
	$0	$0	$631,057	$631,057	$631,057	$0	$631,057
TOTAL GOVERNMENT FUNDS	**$2,027,871**	**$0**	**$33,060,163**	**$35,088,035**	**$35,088,033**	**$0**	**$35,088,033**
APPROPRIATION LIMITS							$7,251,502
APPROPRIATION SUBGECT TO LIMITS							$4,528,756

STATE CONTROLLER
COUNTY BUDGET ACT

SCHEDULE 3

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

FUND BALANCE - GOVERNMENT FUNDS

FUND NAME	TOTAL FUND BALANCE JUNE 30, 2020	LESS: FUND BALANCE-RESERVED/DESIGNATED ENCUMBRANCE	GENERAL & OTHER RESERVES	DESIGNATIONS	FUND BALANCE UNRESERVED/ UNDESIGNATED JUNE 30, 2020
(1)	(2)	(3)	(4)	(5)	(6)
GENERAL FUNDS					
GENERAL FUND	$900,000	$0	($100,000)		$800,000
PARKS	106,132			0	$106,132
TOTAL GENERAL FUNDS	$1,006,132	$0	($100,000)	$0	$906,132
SPECIAL REVENUE FUNDS					
ROAD FUND	$6,358		0	$0	$6,358
HEALTH	97,072				$97,072
MEANTAL	65,309				$65,309
SOCIAL SERVICE	129,732				$129,732
FISH & GAME	4,997				$4,997
PREDATOR CONTROL	795				$795
TAX TYPE FUNDS	25,009				$25,009
TRANSPORTATION TYPE FUNDS	176,630			0	$176,630
VARIOUS MINOR FUNDS	36,065				$36,065
SAFETY TYPE FUNDS	579,772			0	$579,772
TOTAL SPECIAL REVENUE FUNDS	$1,121,739	$0	$0	$0	$1,121,739
CAPITAL PROJECT FUNDS					
CAPITAL PROJECTS	$0				$0
TOTAL CAPITAL PROJECT FUNDS	$0	$0	$0	$0	$0
DEBT SERVICE FUNDS					
	$0				$0
TOTAL DEBT SERVICE FUNDS	$0	$0	$0	$0	$0
TOTAL GOVERNMENT FUNDS	$2,127,871	$0	($100,000)	$2,027,871	$2,027,871

STATE CONTROLLER
COUNTY BUDGET ACT

SCHEDULE 4

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

RESERVES /DESIGNATIONS - BY GOVERNMENT FUNDS

DESCRIPTIONS	RESERVES/ DESIGNATIONS JUNE 30, 2020	DECREASES OR CANCELLATIONS RECOMMENDED	DECREASES OR CANCELLATIONS ADOPTED BY THE BOARD OF SUPERVISORS	INCREASES OR NEW RECOMMENDED	INCREASES OR NEW ADOPTED BY THE BOARD OF SUPERVISORS	TOTAL RESERVES/ DESIGNATION FOR THE BUDGET YEAR
(1)	(2)	(3)	(4)	(5)	(6)	(7)
GENERAL FUNDS						
GENERAL RESERVE	$0					$0
RESERVE FOR IMPREST CASH						0
ENCUMBRANCES	0		0			0
ENCUMBRANCES			0			0
DESIGNATION -						0
DESIGNATION - CONTINGENCIES	100,000	0	0		0	100,000
ENCUMBRANCES - PARKS	0					0
TOTAL GENERAL FUNDS	$100,000	$0	$0	$0	$0	$100,000
SPECIAL REVENUE FUNDS						
ROAD FUND - GENERAL RESERVES						$0
ROAD FUND- CONTINGENCIES	0	0	0			0
ROAD FUND - ENCUMBRANCE		0				0
HUMAN SERVICES - PUBLIC HEALTH						0
HUMAN SERVICES -MEANTAL HEALTH						0
HUMAN SERVICES - SOCIAL SERVIVES						0
FISH & GAME						0
PREDATOR						0
VARIOUS SMALL FUNDS						0
TAX TYPE FUNDS						0
TRANSPORTATION TYPE FUNDS						0
						0
SAFETY TYPE FUNDS						0
TOTAL SPECIAL REVENUE FUNDS	$0	$0	$0	$0	$0	$0
CAPITAL PROJECT FUNDS						
	0					$0
TOTAL PROJECT FUNDS	$0	$0	$0	$0	$0	$0
DEBT SERVICES FUNDS						
						$0
TOTAL DEBT SERVICES FUNDS	$0	$0	$0	$0	$0	$0
TOTAL RESERVES & DESIGNATED FUNDS	**$100,000**	**$0**	**$0**	**$0**	**$0**	**$100,000**

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21
SUMMARY OF ADDITIONAL FINACING SOURCES BY SOURCE AND FUND
GOVERNMENTAL FUNDS

DESCRIPTION	2017-18 ACTUAL	2018-19 ACTUAL	2019-20 ESTIMATED	2019-20 ADOPTED BY BOARD OF SUPERVISORS	2020-21 PRELIMINARY	2020-21 Final BY BOARD OF SUPERVISORS
(1)	(2)	(3)	(4)	-5	-6	-7
SUMMARIZATION BY SOURCE						
Taxes	3,893,164	4,128,879	4,198,347	4,198,347	4,264,230	0
Licenses & Permits	126,092	143,528	164,300	164,300	164,300	0
Fines & Forfeitures	67,596	87,843	74,593	76,593	76,593	0
Revenue from use of Money & Property	177,068	260,805	109,605	108,089	108,089	0
Revenue from the State Government	10,591,934	10,225,792	13,433,460	14,041,076	13,301,646	0
Revenue from the Federal Government	3,337,059	1,894,742	2,038,433	1,605,166	1,605,166	0
Charges for Current Services	2,122,411	2,506,981	2,207,042	2,214,042	2,155,364	0
Miscellaneous Revenue	273,038	173,911	319,246	295,246	270,434	0
Transfers In	6,284,749	6,073,409	10,619,209	8,990,814	11,320,356	0
Capital Projects	0	0	0	0	0	0
Debt Sercive	568,943	576,392	618,789	618,789	631,057	0
TOTAL SUMMERIZATION BY SOURCE	**27,442,056**	**26,072,281**	**33,783,024**	**32,312,461**	**33,897,235**	**0**
SUMMARIZATION BY FUND						
General Fund 001	6,972,854	7,388,941	8,283,934	8,284,098	8,191,858	0
Parks & Recreation Fund 708	109,772	261,770	290,049	290,049	290,544	0
Road Fund 031	4,204,959	3,262,208	4,505,384	4,505,384	4,464,447	0
Public Health	1,699,932	1,321,461	1,809,109	1,675,636	1,675,636	0
Behavioral Health	2,428,599	1,934,608	2,906,651	3,321,114	2,889,232	0
Social Service	3,106,905	3,144,477	2,758,198	2,658,783	2,487,621	0
Fish & Game Fund 071	755	1,368	1,062	1,062	1,062	0
Predator Control Fund 077	92	69	80	80	80	0
Tax type funds	6,692	7,081	5,000	5,000	4,910	0
Transportation Type Funds	243,826	247,627	297,930	289,930	268,709	0
Various minor funds	15,637	13,383	15,918	15,918	15,918	0
Safety Type Funds	1,798,339	1,839,486	1,671,711	1,655,805	1,655,805	0
Transfers In	6,284,749	6,073,409	10,619,209	8,990,814	11,320,356	0
Capital Projects	0	0	0	0	0	0
Debt Sercive	568,943	576,392	618,789	618,789	631,057	0
Total by Fund	**27,442,056**	**26,072,281**	**33,783,024**	**32,312,461**	**33,897,235**	**0**
	0	**0**	**0**	**0**	**0**	**0**

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21
DETAIL OF ADDITIONAL FINANCING SOURCES BY FUND AND ACCOUNT
GOVERNMENTAL FUNDS

DESCRIPTION (1)	(2)	2017-18 ACTUAL (3)	2018-19 ACTUAL (4)	2019-20 ESTIMATED (5)	2019-20 ADOPTED (6)	2020-21 PRELIMINARY (7)	2020-21 Final (8)	FURTHER DISCRIPTION OF REVENUE
GENERAL FUNDS								
	TAXES							
0013001	4001 Secured Prop Tax	3,080,390	3,246,856	3,298,670	3,298,670	3,364,643		
0013001	4002 Unsecured Prop Tax	103,361	95,554	128,177	128,177	128,177		
0013001	4003 Prior Secured Prop Tax	0	0	0				
0013001	4004 Prior Unsecured Prop Tax	(37,660)	24,457	2,500	2,500	2,500		
0013001	4005 Supplemental Prop Tax	24,853	19,633	40,000	40,000	40,000		
0013001	4006 Penalties & Interest	80,207	79,993	120,000	120,000	120,000		
0013001	4007 Timber Yield Taxes	39,903	98,426	50,000	50,000	50,000		
0013001	4008 Sales & Use Tax	165,734	195,598	165,000	165,000	165,000		1¢ Sales Tax R&T Code 7203.1
0013001	4010 Property Transfer Tax	28,271	30,064	24,000	24,000	24,000		
0013001	4011 Transient Occupancy Tax	364,107	297,251	326,000	326,000	326,000		
0013001	4070 Property Tax Collection Costs	1,530	340	2,000	2,000	2,000		
0013001	4076 Redemption Fees County	4,650	2,850	3,500	3,500	3,500		
0013001	4055 Homeowners Prop Tax Relief	31,940	32,032	33,500	33,500	33,500		
Total Taxes		**3,887,286**	**4,123,054**	**4,193,347**	**4,193,347**	**4,259,320**	**0**	
LICENSES & PERMITS								
0013005	4101 Animal Licenses City	350	477	300	300	300		
0013005	4102 Animal Licenses County	613	709	1,000	1,000	1,000		
0013005	4103 Construction Permits	93,254	104,183	90,000	90,000	90,000		
0013005	4104 Planning Fees	8,384	16,114	45,000	45,000	45,000		
0013001	4105 Franchises	18,893	17,873	25,000	25,000	25,000		
0013005	4106 Other Licenses & Permits	4,598	4,172	3,000	3,000	3,000		
Total Licenses & Permits		**126,092**	**143,528**	**164,300**	**164,300**	**164,300**	**0**	
FINES & FORFEITURES								
0013005	4151 Fines	43,158	51,837	50,000	50,000	50,000		
0013005	4152 Parking	2,385	1,241	1,000	1,000	1,000		
Total Fines & Forfeitures		**45,543**	**53,078**	**51,000**	**51,000**	**51,000**	**0**	
REVENUE FROM USE OF MONEY & PROPERTY								
0013001	4201 Interest	71,397	139,848	80,001	80,001	80,001		
2083030	4208 Rent	29,740	30,835	22,549	22,549	22,549		Parks & Recreation
Total Rev from Use of Money & Property		**101,137**	**170,683**	**102,550**	**102,550**	**102,550**	**0**	
INTERGOVERNMENT REVENUE								
STATE AID								
0013005	4319 State Aid Probation OES	0	11,953	0				Youth Offender Grant
0013005	4322 State OHV Law Enforcmet	0	0	17,632	17,632	17,632		Sheriff OHV
0013001	4329 Motor Vehicle In Lieu	344,553	373,017	384,936	384,936	394,936		R&T 11005 MVL Fees
0013001	4330 Other State Aid	0	0	500,000	500,000	500,000		N. Yuba Forest Health & Resilience
0013001	4357 State PILT	41,288	41,288	41,000	41,000	41,000		State PILT
0013020	4331 State Aid Welfare	0	0	0	0	0		
0013005	4341 Agriculture	18,647	38,971	38,871	38,871	38,871		
0013005	4345 Marine Patrol	50,148	20,581	63,704	63,869	63,640		
0013005	4346 Stand & Train	9,012	11,146	0				Sheriff
0013001	4347 Mandated Costs	1,192	37	0				
0013001	4354 Other State Aid	0	0	50,000	50,000	50,000		Housing Element Grant
0013001	4355 Other State Aid	0	0	0				Help America Vote
0013005	4362 Other State Aid	26,005	12,591	0				Safety
0013001	4362 Other State Aid	0	240,000	350,786	266,786	266,786		Property Tax System
0013001	4362 State Aid Grants				84,000	0		Elections System
2083030	4362 State Aid Grants	0	62,210	28,000	28,000	28,000		AIS, Tree Mortality, OHV Bathroom
2083030	4373 OHV Grant	45,742	135,487	178,500	178,500	178,500		
Total State Aid		**536,587**	**947,282**	**1,653,429**	**1,653,593**	**1,579,365**	**0**	

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21
DETAIL OF ADDITIONAL FINANCING SOURCES BY FUND AND ACCOUNT
GOVERNMENTAL FUNDS

DESCRIPTION (1)	(2)	2017-18 ACTUAL (3)	2018-19 ACTUAL (4)	2019-20 ESTIMATED (5)	2019-20 ADOPTED (6)	2020-21 PRELIMINARY (7)	2020-21 Final (8)	FURTHER DISCRIPTION OF REVENUE
FEDERAL AID								
0013020	4276 Welfare	0	0	0				Probation
0013001	4279 Public in lieu of Taxes (PILT)	435,825	220,837	181,947	181,947	181,947		
0013005	4281 Drug Program (ADA)	20,000	0	0	0	0		Sheriff
0013005	4286 Office of Emergency Services	125,652	125,647	106,849	106,849	106,849		OES Department
0013020	4285 Victim Witness (OES)	85,888	62,438	86,753	86,753	86,753		
		0	0	0				
2083030	4284 Other Federal Aid	0	0	0				Parks & Recreation
Total Federal Aid		**667,365**	**408,922**	**375,549**	**375,549**	**375,549**	**0**	
TOTAL INTERGOVERNMENT REVENUES		**1,203,952**	**1,356,204**	**2,028,978**	**2,029,142**	**1,954,914**	**0**	
CHARGES FOR CURRENT SERVICES								
0013001	4501 A87 Plan Service	1,311,466	1,430,076	1,416,224	1,416,224	1,342,546		
0013001	4502 Treasurer Fees	3,162	2,775	6,000	6,000	6,000		
0013001	4503 Elections Services	1,136	1,319	5,500	5,500	5,500		
0013001	4504 Property Tax Roll Fees	79,408	78,022	63,000	63,000	78,000		
0013005	4505 Court Services Costs Collection	12,823	7,213	18,000	18,000	18,000		
0013001	4506 County Counsel Services	27,446	35,028	50,000	50,000	50,000		
0013010	4507 Engineering Services	12,119	6,020	11,000	11,000	11,000		
0013005	4508 Civil Process Services	1,446	1,229	100	100	100		
0013001	4509 Court Costs	0	2,641	36,000	36,000	36,000		
0013005	4510 Law Enforcement Services	39,655	44,297	80,000	80,000	80,000		
0013001	4511 Official Record Fees	21,079	19,556	23,000	23,000	23,000		
0013001	4512 Document Copy Fees	455	147	6,000	6,000	6,000		
0013015	4514 Mental Health Services	0	0	0				
0013025	4517 Law Library Fees	989	2,721	1,500	1,500	1,500		
0013001	4521 Other Current Services	6	0	5,800	5,800	5,800		LAFCO $5k
0013001	4522 Tax Collector Fees	12,496	10,486	15,000	15,000	15,000		
0013001	4523 Fixit Ticket Transfer Fees	0	0	500	500	500		
0013001	4551 RECORDING & INDEX	3,735	4,028	4,000	4,000	4,000		
0013001	4533 CERTIFICATES & JU	3,609	5,149	4,000	4,000	4,000		
0013001	4535 SB 21 $1/EXT PAGE	3,735	4,045	3,500	3,500	3,500		
0013001	4539 MIS Fees	0	0	0	0	0		
0013001	4543 Clerk Recorder Fees	0	0	1,500	1,500	1,500		
0013005	4521 Other Fees	490	560	1,000	1,000	1,000		
Total Current Services		**1,535,254**	**1,655,312**	**1,751,624**	**1,751,624**	**1,692,946**	**0**	
OTHER REVENUE								
0013001	4713 Safety Funds Insurance	70,000	70,000	70,000	70,000	70,000		
0013001	4704 Other Misc Sales	2,870	850	0				
0013001	4701 Other Misc Revenue	76,203	44,764	151,184	151,184	125,877		
2083030	4701 Other Misc Revenue	34,290	33,238	61,000	61,000	61,495		Tobacco Settlement
Total Other Revenue		**183,364**	**148,853**	**282,184**	**282,184**	**257,372**	**0**	
TOTAL GENERAL FUND FINANCING SOURCES		**7,082,627**	**7,650,711**	**8,573,983**	**8,574,147**	**8,482,402**	**0**	
	Memo: Transfers In				**1,486,912**	**1,908,283**	**0**	

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21
DETAIL OF ADDITIONAL FINANCING SOURCES BY FUND AND ACCOUNT
GOVERNMENTAL FUNDS

DESCRIPTION (1)	(2)	2017-18 ACTUAL (3)	2018-19 ACTUAL (4)	2019-20 ESTIMATED (5)	2018-19 ADOPTED (8)	2020-21 PRELIMINARY (7)	2020-21 Final (8)	FURTHER DISCRIPTION OF REVENUE
ROAD FUND								
REVENUE FROM USE OF MONEY & PROPERTY								
0313010	4201 Interest	0	1,221	0		0		
0313010	4208 Rent	11,000	0	0		0		
Total Rev from Use of Money & Property		**11,000**	**1,221**	**0**	**0**	**0**	**0**	
INTERGOVERNMENT REVENUE								
STATE AID								
0313010	4328 Highway Users Tax (HUTA)	982,758	907,061	1,191,742	1,191,742	1,177,887		Road S&H §2104-2107.5
0313010	4318 Other State Aid	313,818	906,921	958,034	958,034	930,953		Road Maintance Acct/ SB1
0313010	4325 Exchange Dollars	196,812	210,979	196,813	196,813	196,812		Road Exch $
0313010	4358 State Storm Damage	251,695	26,602	0				Road
0320000	4365 State Aid STP	635,923	102,928	1,003,795	1,003,795	1,003,795		Road STIP
0313010	4368 State Aid Tran Investment	0	0	0				R&T Code 7104c4
0313010	4365 State Aid STP	7,402	2,592	0				
Total State Aid		**2,388,409**	**2,157,084**	**3,350,384**	**3,350,384**	**3,309,447**	**0**	
FEDERAL AID								
0313010	4278 Forest Reserve	302,170	285,778	300,000	300,000	300,000		Road
0313010	4282 Storm Damage	963,829	38,339	500,000	500,000	500,000		Road
0313010	4284 Other Federal Aid	0	0	0				Road
0313010	4279 Public in lieu of Taxes (PILT)	0	0	0				
Total Federal Aid		**1,265,999**	**324,117**	**800,000**	**800,000**	**800,000**	**0**	
TOTAL INTERGOVERNMENT REVENUES		**3,654,408**	**2,481,201**	**4,150,384**	**4,150,384**	**4,109,447**	**0**	
CHARGES FOR CURRENT SERVICES								
0313010	4512 Document Copy Fees	0	0	0				
0313010	4513 Road & Street Services	556,920	779,406	350,000	350,000	350,000		
0313010	4584 Underground tanks	(23,294)	0	0	0	0	0	Road Underground Tanks
Total Current Services		**533,626**	**779,406**	**350,000**	**350,000**	**350,000**	**0**	
OTHER REVENUE								
0313010	4701 Other Misc Revenue	5,925	379	5,000	5,000	5,000		Road
0313010	4703 Sales of Fixed Assets	0	0	0				
Total Other Revenue		**5,925**	**379**	**5,000**	**5,000**	**5,000**	**0**	
TOTAL ROAD FUND FINANCING SOURCES		**4,204,959**	**3,262,208**	**4,505,384**	**4,505,384**	**4,464,447**	**0**	
	Memo: Transfers In				9,163	9,163	0	

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21
DETAIL OF ADDITIONAL FINANCING SOURCES BY FUND AND ACCOUNT
GOVERNMENTAL FUNDS

DESCRIPTION (1)	(2)	2017-18 ACTUAL (3)	2018-19 ACTUAL (4)	2019-20 ESTIMATED (5)	2019-20 ADOPTED (6)	2020-21 PRELIMINARY (7)	2020-21 Final (8)	FURTHER DISCRIPTION OF REVENUE
HEALTH								
REVENUE FROM USE OF MONEY & PROPERTY								
0515610	4201 Interest	0	0	0				Health
8170000	4201 Interest	0	0	0				Health - Realignment
8915610	4201 Interest	1,842	0	0				AB 8
8915611	4201 Interest	3,189	(68)	0				ADAP, AIDS, LPHS, HIV, LABG
8915612	4201 Interest	8,303	13,062	0				CHILDREN'S HEALTH DIS. PREV
8915613	4201 Interest	15	21	0				CHILD MEDICAL SERVICES
8915614	4201 Interest	10	98	0				PANDEMIC INFLUENZA
8915615	4201 Interest	9	(45)	0				LEA
8915616	4201 Interest	14	67	0				BIO-TERRORISM
8915617	4201 Interest	681	1,101	0				CUPA
8915618	4201 Interest	13	78	0				HOSPITAL PREPAREDNESS
8915619	4201 Interest	0	0	0				CALIFORNIA ENDOWMENT
8915620	4201 Interest	0	0	0				HEALTH SUBVENTION
8915621	4201 Interest	0	0	0				MCAH, MCH
8915683	4201 Interest	0	0	0				PERINATAL-SGF
8915821	4201 Interest	189	138	0				ABOVE GROUND STORAGE TANKS
0515610	4208 Rents	0	0	0				
Total Rev from Use of Money & Property		**14,266**	**14,451**	**0**	**0**	**0**	**0**	
INTERGOVERNMENT REVENUE STATE AID								
0515610	4333 Health Program	0	0	34,075	34,075	34,075		
0515610	4334 MCAH	78,784	76,701	81,809	81,809	81,809		
0515610	4335 Child Health & Disability Prev	56,137	64,436	85,442	85,442	85,442		
0515610	4336 Women, Infant & Children	137,321	146,728	155,411	155,411	155,411		
0515610	4337 California Children Services	17,626	14,061	34,809	34,809	34,809		
0515610	4355 Other State Aid	0	0	52,000	52,000	52,000		
0515610	4356 AIDS Program	3,337	5,890	6,000	6,000	6,000		
8915660	4352 Tobacco Use Prev Incentive	147,052	112,500	311,550	311,550	311,550		HS - Tobacco
0515610	4362 Public Health Emergancy Prep.	70,760	125,098	0				
8170000	4352 Health - Realignment	285,288	281,096	0	306,794	306,794		
				0				
8915614	4370 PANDEMIC INFLUENZA	0	0	60,105	60,105	60,105		
8915615	4363 LEA	14,010	15,554	15,553	15,553	15,553		
8915616	4362 Public Health Emergancy Prep.	0	0	111,582	111,582	111,582		
8915617	4323 CUPA	60,000	60,075	60,000	60,000	60,000		
8915618	4362 HOSPITAL PREPAREDNESS	0	0	115,645	115,645	115,645		
8915619	4362 CALIFORNIA ENDOWMENT	0	0	0				
8915620	4362 HEALTH SUBVENTION	0	0	140,675				
8915621	4334 MCAH, MCH	0	0	0				
8915622	4362 PERINATAL-SGF	0	0	0				
8915624	4362 Oral Health Program Prop 56	0	0	0	140,675	140,675		
0515610	4353 STATE AID CHILD SUPPORT INCNT	0						
8915683	4369 STATE AID PERINATAL SGF	0	0	0				
8915821	4339 ABOVE GROUND STORAGE TANKS	0	0	15,186	15,186	15,186		
Total State Aid		**870,315**	**902,141**	**1,279,842**	**1,586,636**	**1,586,636**	**0**	

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21
DETAIL OF ADDITIONAL FINANCING SOURCES BY FUND AND ACCOUNT
GOVERNMENTAL FUNDS

DESCRIPTION (1)	(2)	2017-18 ACTUAL (3)	2018-19 ACTUAL (4)	2019-20 ESTIMATED (5)	2019-20 ADOPTED (6)	2020-21 PRELIMINARY (7)	2020-21 Final (8)	FURTHER DISCRIPTION OF REVENUE
FEDERAL AID								
0515610	4284 Federal Aid other	133,734	191,284	0				
0515610	4285 FED AID OTHER	0	0	0				FDA
8915616	4284 Public Health Emergancy Prep.	25,430	25,415	0				
8915685	4287 FED AID SUB ABUSE PREV & TREAT	588,278	107,918	433,267				
8915618	4284 HOSPITAL PREPAREDNESS	29,323	29,306	0				
Total Federal Aid		**776,765**	**353,924**	**433,267**	**0**	**0**	**0**	
TOTAL INTERGOVERNMENT REVENUES		**1,647,081**	**1,256,064**	**1,713,109**	**1,586,636**	**1,586,636**	**0**	
CHARGES FOR CURRENT SERVICES								
0515610	4520 Health Dept Fees	29,745	15,054	37,000	37,000	37,000		HS - Health
0515610	4574 Enviormental Health Fees	0	29,733	50,000	50,000	50,000		
0515610	4597 Mdical Marijuana County Share	0	0	0				
0515610	4536 CUPA	0	213	0				
0515610	4701 Billing other Departments							
8915617	4536 CUPA FEES	2,398	3,240	0				CUPA
8915617	4537 CUPA SURCHARGE	2,534	2,457	0				
Total Current Services		**34,677**	**50,696**	**87,000**	**87,000**	**87,000**	**0**	
OTHER REVENUE								
0515610	4701 Other Misc Revenue	1,633	0	2,000	2,000	2,000		HS - Health- Trnf, etc
0515670	4701 Other Misc Revenue	2,276	249	7,000				HS - LEA - Trnf, etc
0515671	4701 Other Misc Revenue	0	0	0				HS - Bio- Trnf, etc
0515672	4701 Other Misc Revenue	0	0	0				HS - CUPA- Trnf, etc
8170000	4701 Other Misc Revenue	0	0	0				Health - Realignment
8915610	4701 Other Misc Revenue	0	0	0				AB 8
8915611	4701 Other Misc Revenue	0	0	0				ADAP, AIDS, LPHS, HIV, LABG
8915612	4701 Other Misc Revenue	0	0	0				CHILDREN'S HEALTH DIS. PREV
8915613	4701 Other Misc Revenue	0	0	0				CHILD MEDICAL SERVICES
8915614	4701 Other Misc Revenue	0	0	0				PANDEMIC INFLUENZA
8915615	4701 Other Misc Revenue	0	0	0				LEA
8915616	4701 Other Misc Revenue	0	0	0				BIO-TERRORISM
8915617	4701 Other Misc Revenue	0	0	0				CUPA
8915618	4701 Other Misc Revenue	0	0	0				HOSPITAL PREPAREDNESS
8915619	4701 Other Misc Revenue	0	0	0				CALIFORNIA ENDOWMENT
8915620	4701 Other Misc Revenue	0	0	0				HEALTH SUBVENTION
8915621	4701 Other Misc Revenue	0	0	0				MCAH, MCH
8915683	4701 Other Misc Revenue	0	0	0				PERINATAL-SGF
8915821	4701 Other Misc Revenue	0	0	0				H1N1
Total Other Revenue		**3,908**	**249**	**9,000**	**2,000**	**2,000**	**0**	
TOTAL HEALTH FUNDS FINANCING SOURCES		**1,699,932**	**1,321,461**	**1,809,109**	**1,675,636**	**1,675,636**	**0**	
	Memo: Transfers In				1,363,525	1,170,177	0	

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21
DETAIL OF ADDITIONAL FINANCING SOURCES BY FUND AND ACCOUNT
GOVERNMENTAL FUNDS

DESCRIPTION (1)	(2)	2017-18 ACTUAL (3)	2018-19 ACTUAL (4)	2019-20 ESTIMATED (5)	2019-20 ADOPTED (6)	2020-21 PRELIMINARY (7)	2020-21 Final (8)	FURTHER DISCRIPTION OF REVENUE
BEHAVIORAL HEALTH								
REVENUE FROM USE OF MONEY & PROPERTY								
0515670	4201 Interest	0	0	0				
8150000	4201 Interest	0	0	0				
8277670	4201 Interest	0	0	10				
8277690	4201 Interest	0	0	0				
8915660	4201 Interest	378	960	0				
8915671	4201 Interest	27,479	41,649	0			0	
8915673	4201 Interest	0	0	0				
8915674	4201 Interest	0	0	0				
8915675	4201 Interest	1,365	3,985	0				
8915682	4201 Interest	0	0	0				
8915685	4201 Interest	3,090	5,718	0				
8915820	4201 Interest	390	562	0				
0515670	4208 Rents	6,000	6,000	0	0	0		
Total Rev from Use of Money & Property		**38,702**	**58,875**	**10**	**0**	**0**	**0**	
INTERGOVERNMENT REVENUE								
STATE AID								
0515670	4338 Mental Health	0	0	0				HS - MH
0515670	4310 Other State Aid	0	0	55,895	55,895	55,895		SAMHSA - SMI
0515670	4355 Other State Aid	0	0	78,346	78,346	78,346		SAMHSA - FEP
0515670	4339 Alcohol Program	0	0	0				
8150000	4356 Realignment	356,259	290,733	0	414,473	300,000		
8915609	4338 State Aid Mental Health	0	0	0				
8915610	4338 State Aid Mental Health	0	0	0				
8915611	4338 State Aid Mental Health	0	0	0				
8915612	4338 State Aid Mental Health	78,058	78,957	69,020	69,020	69,020		MHSA Innovation
8915613	4338 State Aid Mental Health	0	0	0				
8915672	4352 Prevention Early Intervetion MHSA	0	0	276,080	276,080	276,080		
8121000	4364 2011 Realignment	190,210	194,786	234,122	234,122	234,122		
8915671	4338 MHSA	1,170,875	1,194,360	1,174,829	1,174,829	1,174,829		
8915675	4338 MHSA WET	0	0	0				
8915676	4338 MHSA Capital Facilities & Tech	0	0	546,572	546,572	546,572		
8915674	4288 SAMHSA	0	0	0				
8915681	4339 ALCOHOL PRG, NNA, SGF	0	0	0				
8915612	4338 PEI							
8915685	4287 SAPT: DIS, PRE, FLN, CL, HIV	588,278	107,918	433,267	433,267	115,858		
8915682	4287 DFS	0	0	0				
8915820	4355 PROP 36 SUB ABUSE	0	0	28,000	28,000	28,000		
Total State Aid		**2,383,680**	**1,866,756**	**2,896,131**	**3,310,604**	**2,878,722**	**0**	

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21
DETAIL OF ADDITIONAL FINANCING SOURCES BY FUND AND ACCOUNT
GOVERNMENTAL FUNDS

DESCRIPTION (1)	(2)	2017-18 ACTUAL (3)	2018-19 ACTUAL (4)	2019-20 ESTIMATED (5)	2019-20 ADOPTED (6)	2020-21 PRELIMINARY (7)	2020-21 Final (8)	FURTHER DISCRIPTION OF REVENUE
FEDERAL AID								
Total Federal Aid		**0**	**0**	**0**	**0**	**0**	**0**	
TOTAL INTERGOVERNMENT REVENUES		**2,383,680**	**1,866,756**	**2,896,131**	**3,310,604**	**2,878,722**	**0**	
CHARGES FOR CURRENT SERVICES								
0515670	4514 Mental Health Services	1,849	5,217	2,500	2,500	2,500		HS - MH & CSOC, CPS
0515670	4518 Alcohol Fees	1,350	2,937	0	7,000	7,000		
Total Current Services		**3,198**	**8,155**	**2,500**	**9,500**	**9,500**	**0**	
OTHER REVENUE								
0515670	4701 Other Misc Revenue	2,276	249	7,000				
Total Other Revenue		**2,276**	**249**	**7,000**	**0**	**0**	**0**	
TOTAL MENTAL HEALTH SERVICES FUND FINACIAING		**2,427,856**	**1,934,034**	**2,905,641**	**3,320,104**	**2,888,222**	**0**	
	Memo: Transfers In				4,238,849	5,071,807	0	

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21
DETAIL OF ADDITIONAL FINANCING SOURCES BY FUND AND ACCOUNT
GOVERNMENTAL FUNDS

DESCRIPTION (1)	(2)	2017-18 ACTUAL (3)	2018-19 ACTUAL (4)	2019-20 ESTIMATED (5)	2019-20 ADOPTED (6)	2020-21 PRELIMINARY (7)	2020-21 Final (8)	FURTHER DISCRIPTION OF REVENUE
SOCIAL SERVICES								
REVENUE FROM USE OF MONEY & PROPERTY								
0515800	4201 Interest	3,188	5,451	4,000	4,000	4,000		HS - Administration
0515800	4208 Rents	0	0	0				HS - SS
Total Rev from Use of Money & Property		**3,188**	**5,451**	**4,000**	**4,000**	**4,000**	**0**	
INTERGOVERNMENT REVENUE								
STATE AID								
0515800	4331 Social Services Admin.	538,238	660,189	447,987	447,987	447,987		HS - SS Admin.
0515800	4371 In Home Supportive Services	258,395	17,950	0				HS - IHSS
0515800	4355 Other State Aide	0	0	99,415	99,415	99,415		USAC
0515810	4332 State Aid Welfare	70,271	97,182	209,000	209,000	209,000		HS - SS Assist.
0515810	4353 Child Support Intersept	0	0	0				
0515800	4355 Other Aid	0	0	99,415				MediGap
0515800	4343 Child Abuse Prevention	0	0	0				HS - Child Abuse (CAPIT)
8160000	Realignment 1991	657,240	620,194	521,128	521,128	421,128		
8120000	4374 AB118 2011 Realignment	902,624	969,780	941,716	941,716	870,554		
Total State Aid		**2,426,768**	**2,365,295**	**2,318,661**	**2,219,246**	**2,048,084**	**0**	

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21
DETAIL OF ADDITIONAL FINANCING SOURCES BY FUND AND ACCOUNT
GOVERNMENTAL FUNDS

DESCRIPTION (1)	(2)	2017-18 ACTUAL (3)	2018-19 ACTUAL (4)	2019-20 ESTIMATED (5)	2019-20 ADOPTED (6)	2020-21 PRELIMINARY (7)	2020-21 Final (8)	FURTHER DISCRIPTION OF REVENUE
FEDERAL AID								
0515800	4276 Social Services Admin	481,320	634,032	429,537	429,537	429,537		HS - Admin
0515800	4292 IHSS	13,606	24,532	0				HS - IHSS
0515810	4277 Social Services Aid	106,134	98,618	0				HS - Asst
0515800	4274 ARRA	0	0	0				
0515800	4284 SOS	0	1,469	0				
Total Federal Aid		**601,060**	**758,652**	**429,537**	**429,537**	**429,537**	**0**	
TOTAL INTERGOVERNMENT REVENUES		**3,027,829**	**3,123,947**	**2,748,198**	**2,648,783**	**2,477,621**	**0**	
CHARGES FOR CURRENT SERVICES								
Total Current Services		**0**	**0**	**0**	**0**	**0**	**0**	
OTHER REVENUE								
0515800	4701 Other Misc Revenue	75,888	15,080	6,000	6,000	6,000		HS - Admin - Trnf, etc
0515810	4701 Other Misc Revenue	0	0	0				HS - Aid - Trnf, etc
8160000	4701 Other Misc Revenue	0	0	0	0	0	0	
Total Other Revenue		**75,888**	**15,080**	**6,000**	**6,000**	**6,000**	**0**	
TOTAL HUMAN SERVICES FUND FINANCING SOURCES		**3,106,905**	**3,144,477**	**2,758,198**	**2,658,783**	**2,487,621**	**0**	
	Memo: Transfers In				1,635,328	1,870,000	0	
FISH & GAME FUND								
FINES & FORFEITURES								
0713001	4153 Fish & Game	305	1,368	1,000	1,000	1,000		Fish & Game
Total Fines & Forfeitures		**305**	**1,368**	**1,000**	**1,000**	**1,000**	**0**	
REVENUE FROM USE OF MONEY & PROPERTY								
0713001	4201 Interest	0	0	0	0	0	0	Fish & Game
Total Rev from Use of Money & Property		**0**	**0**	**0**	**0**	**0**	**0**	
OTHER REVENUE								
0713001	4701 Other Misc Revenue	450	0	62	62	62		Fish & Game
Total Other Revenue		**450**	**0**	**62**	**62**	**62**	**0**	
TOTAL FISH & GAME SERVICES FUND FINANCING		**755**	**1,368**	**1,062**	**1,062**	**1,062**	**0**	

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21
DETAIL OF ADDITIONAL FINANCING SOURCES BY FUND AND ACCOUNT
GOVERNMENTAL FUNDS

DESCRIPTION (1)	(2)	2017-18 ACTUAL (3)	2018-19 ACTUAL (4)	2019-20 ESTIMATED (5)	2019-20 ADOPTED (6)	2020-21 PRELIMINARY (7)	2020-21 Final (8)
PREDATOR CONTROL							
REVENUE FROM USE OF MONEY & PROPERTY							
0773005	4201 Interest	0	0	0			
Total Rev from Use of Money & Property		**0**	**0**	**0**	**0**	**0**	**0**
FEDERAL AID							
0773005	4283 Grazing In Lieu	92	69	80	80	80	
Total Federal Aid		**92**	**69**	**80**	**80**	**80**	**0**
TOTAL INTERGOVERNMENT REVENUES		**92**	**69**	**80**	**80**	**80**	**0**
OTHER REVENUE							
0773005	4701 Other Misc Revenue	0	0	0			
Total Other Revenue		**0**	**0**	**0**	**0**	**0**	**0**
TOTAL PREDATOR CONTROL FUND FINANCING		**92**	**69**	**80**	**80**	**80**	**0**
1/2 Cent Sales Tax for Safety							
REVENUE FROM USE OF MONEY & PROPERTY							
8360000	4201 Interest	0	0	0			
Total Rev from Use of Money & Property		**0**	**0**	**0**	**0**	**0**	**0**
STATE AID							
8360000	4344 1/2 Cent Sales Tax	110,609	109,568	100,000	100,000	100,000	
Total State Aid		**110,609**	**109,568**	**100,000**	**100,000**	**100,000**	**0**
TOTAL INTERGOVERNMENT REVENUES		**110,609**	**109,568**	**100,000**	**100,000**	**100,000**	**0**
OTHER REVENUE							
8363005	4701 Other Misc Revenue	0	0	0	0	0	0
Total Other Revenue		**0**	**0**	**0**	**0**	**0**	**0**
TOTAL 1/2 CENT SALES TAX FOR SAFETY FUND FINANCING		**110,609**	**109,568**	**100,000**	**100,000**	**100,000**	**0**

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21
COUNTY BUDGET ACT
GOVERNMENTAL FUNDS

DESCRIPTION (1)	(2)	2017-18 ACTUAL (3)	2018-19 ACTUAL (4)	2019-20 ESTIMATED (5)	2019-20 ADOPTED (6)	2020-21 PRELIMINARY (7)	2020-21 Final (8)
CAPITAL PROJECTS							
REVENUE FROM USE OF MONEY & PROPERTY							
1001001	4201 Interest	0	0	0			
Total Rev from Use of Money & Property		**0**	**0**	**0**	**0**	**0**	**0**
STATE AID							
1001001							
FEDERAL AID							
1001001	4284	0	0	0		0	
Total Federal Aid		**0**	**0**	**0**	**0**	**0**	**0**
TOTAL INTERGOVERNMENT REVENUES		**0**	**0**	**0**	**0**	**0**	**0**
OTHER REVENUE							
1001001	4711 Transfers from other Funds CSA2	0	0	0			
1001001	4711 Transfers from other Funds road						
Total Other Revenue		**0**	**0**	**0**	**0**	**0**	**0**
TOTAL CAPITAL PROJECTS CONTROL FUND FINANCING		**0**	**0**	**0**	**0**	**0**	**0**
	Memo: Transfers In					0	
PENSION BOND							
REVENUE FROM USE OF MONEY & PROPERTY							
6003090							
Total Rev from Use of Money & Property		**0**	**0**	**0**	**0**	**0**	**0**
6003090							
OTHER REVENUE							
6003090	4715 Transfers from other Funds Payroll	568,943	576,392	618,789	618,789	631,057	
		568,943	**576,392**	**618,789**	**618,789**	**631,057**	**0**
TOTAL DEBT SERVICES CONTROL FUND FINANCING		**568,943**	**576,392**	**618,789**	**618,789**	**631,057**	**0**

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21
DETAIL OF ADDITIONAL FINANCING SOURCES BY FUND AND ACCOUNT
GOVERNMENTAL FUNDS

DESCRIPTION (1)	(2)	2017-18 ACTUAL (3)	2018-19 ACTUAL (4)	2019-20 ESTIMATED (5)	2019-20 ADOPTED (6)	2020-21 PRELIMINARY (7)	2020-21 Final (8)
Library Trust							
REVENUE FROM USE OF MONEY & PROPERTY							
8020000	4201 Interest	0	0	0	0		0
Total Rev from Use of Money & Property		**0**	**0**	**0**	**0**	**0**	**0**
FEDERAL AID							
8020000		0	0	0	0	0	0
Total Federal Aid		**0**	**0**	**0**	**0**	**0**	**0**
TOTAL INTERGOVERNMENT REVENUES		**0**	**0**	**0**	**0**	**0**	**0**
OTHER REVENUE							
8020000	4701 Other Misc Revenue	0	0	0	0	0	0
Total Other Revenue		**0**	**0**	**0**	**0**	**0**	**0**
TOTAL LIBRARY TRUST FUND FINANCING		**0**	**0**	**0**	**0**	**0**	**0**
Gallows Restoration							
REVENUE FROM USE OF MONEY & PROPERTY							
8030000	4201 Interest	0	0	0	0		0
Total Rev from Use of Money & Property		**0**	**0**	**0**	**0**	**0**	**0**
STATE AID							
8030000		0	0	0	0	0	0
Total State Aid		**0**	**0**	**0**	**0**	**0**	**0**
TOTAL INTERGOVERNMENT REVENUES		**0**	**0**	**0**	**0**	**0**	**0**
OTHER REVENUE							
8030000	4701 Other Misc Revenue	0	0	0	0	0	0
Total Other Revenue		**0**	**0**	**0**	**0**	**0**	**0**
TOTAL GALLOWS RESTORATION FUND FINANCING		**0**	**0**	**0**	**0**	**0**	**0**
DNA Trust							
REVENUE FROM USE OF MONEY & PROPERTY							
8181001	4201 Interest	0	0	0	0	0	0
Total Rev from Use of Money & Property		**0**	**0**	**0**	**0**	**0**	**0**
FINES & FORFEITURES							
8181001	4151	1,287	2,047	0	2,000	2,000	
Total Fines and Forfeitures		**1,287**	**2,047**	**0**	**2,000**	**2,000**	**0**
TOTAL INTERGOVERNMENT REVENUES		**1,287**	**2,047**	**0**	**2,000**	**2,000**	**0**
OTHER REVENUE							
8181001	4701 Other Misc Revenue	0	0	2,000	0	0	0
Total Other Revenue		**0**	**0**	**2,000**	**0**	**0**	**0**
TOTAL DNA TRUST FUND FINANCING		**1,287**	**2,047**	**2,000**	**2,000**	**2,000**	**0**

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21
DETAIL OF ADDITIONAL FINANCING SOURCES BY FUND AND ACCOUNT
GOVERNMENTAL FUNDS

DESCRIPTION (1)	(2)	2017-18 ACTUAL (3)	2018-19 ACTUAL (4)	2019-20 ESTIMATED (5)	2019-20 ADOPTED (6)	2020-21 PRELIMINARY (7)	2020-21 Final (8)
Security Measures	H&S Code 103525						
REVENUE FROM USE OF MONEY & PROPERTY							
8211001 4201 Interest		0	0	0	0	0	0
Total Rev from Use of Money & Property		**0**	**0**	**0**	**0**	**0**	**0**
CHARGES FOR SERVICES							
8211001 4543		55	87	60	60	60	
Total Charges for Services		**55**	**87**	**60**	**60**	**60**	**0**
OTHER REVENUE							
8211001 4701 Other Misc Revenue		0	0	0	0	0	0
Total Other Revenue		**0**	**0**	**0**	**0**	**0**	**0**
TOTAL SECURITY MEASURES FUND FINANCING		**55**	**87**	**60**	**60**	**60**	**0**
Micrographics	Gov. Code 27361.4, Res. 1992-361						
REVENUE FROM USE OF MONEY & PROPERTY							
8211003 4201 Interest		0	0	0	0	0	0
Total Rev from Use of Money & Property		**0**	**0**	**0**	**0**	**0**	**0**
CHARGES FOR SERVICES							
8211003 4543		4,965	4,365	5,023	5,023	5,023	
Total Charges for Services		**4,965**	**4,365**	**5,023**	**5,023**	**5,023**	**0**
OTHER REVENUE							
8211003 4701 Other Misc Revenue		0	0	0	0	0	0
Total Other Revenue		**0**	**0**	**0**	**0**	**0**	**0**
TOTAL MICROGRAPHICS FUND FINANCING		**4,965**	**4,365**	**5,023**	**5,023**	**5,023**	**0**

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21
DETAIL OF ADDITIONAL FINANCING SOURCES BY FUND AND ACCOUNT
GOVERNMENTAL FUNDS

DESCRIPTION (1)	(2)	2017-18 ACTUAL (3)	2018-19 ACTUAL (4)	2019-20 ESTIMATED (5)	2019-20 ADOPTED (6)	2020-21 PRELIMINARY (7)	2020-21 Final (8)
Peace Officers Training	H&S Code 103680						
REVENUE FROM USE OF MONEY & PROPERTY							
8211004 4201 Interest		0	0	0			
Total Rev from Use of Money & Property		**0**	**0**	**0**	**0**	**0**	**0**
CHARGES FOR SERVICES							
8211004 4701		19	29	0	0	0	0
Total Charges for Services		**19**	**29**	**0**	**0**	**0**	**0**
OTHER REVENUE							
8211004 4707 Other Misc Revenue		0	0	0		0	
Total Other Revenue		**0**	**0**	**0**	**0**	**0**	**0**
TOTAL PEACE OFFICERS TRAINING FUND FINANCING		**19**	**29**	**0**	**0**	**0**	**0**
Recorder's Modernization Trust	Gov. Code 27361, 27361.3 Res. 1992-362						
REVENUE FROM USE OF MONEY & PROPERTY							
8211005 4201 Interest		0	0	0	0	0	0
Total Rev from Use of Money & Property		**0**	**0**	**0**	**0**	**0**	**0**
CHARGES FOR SERVICES							
8211005 4543		10,269	8,386	10,354	10,354	10,354	
Total Charges for Services		**10,269**	**8,386**	**10,354**	**10,354**	**10,354**	**0**
OTHER REVENUE							
8211005 4701 Other Misc Revenue		0	0	0	0	0	0
Total Other Revenue		**0**	**0**	**0**	**0**	**0**	**0**
TOTAL RECORDER'S MODERNIZATION FUND FINANCING		**10,269**	**8,386**	**10,354**	**10,354**	**10,354**	**0**

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21
DETAIL OF ADDITIONAL FINANCING SOURCES BY FUND AND ACCOUNT
GOVERNMENTAL FUNDS

DESCRIPTION (1)	(2)	2017-18 ACTUAL (3)	2018-19 ACTUAL (4)	2019-20 ESTIMATED (5)	2019-20 ADOPTED (6)	2020-21 PRELIMINARY (7)	2020-21 Final (8)
Vital Statistics							
REVENUE FROM USE OF MONEY & PROPERTY							
8211006	4201 Interest	0	0	0	0	0	0
Total Rev from Use of Money & Property		**0**	**0**	**0**	**0**	**0**	**0**
CHARGES FOR SERVICES							
8211006	4543	348	546	481	481	481	
Total Charges for Services		**348**	**546**	**481**	**481**	**481**	**0**
OTHER REVENUE							
8211006	4701 Other Misc Revenue	0	0	0	0	0	0
Total Other Revenue		**0**	**0**	**0**	**0**	**0**	**0**
TOTAL VITAL STATISTICS FUND FINANCING		**348**	**546**	**481**	**481**	**481**	**0**
Laboratory Fees							
REVENUE FROM USE OF MONEY & PROPERTY							
8267650	4201 Interest	0	0	0	0	0	0
Total Rev from Use of Money & Property		**0**	**0**	**0**	**0**	**0**	**0**
FINES AND FORFEITURES							
8267650	4151	417	481	1,093	1,093	1,093	
Total Fines and Forfeitures		**417**	**481**	**1,093**	**1,093**	**1,093**	**0**
OTHER REVENUE							
8267650	4701 Other Misc Revenue	0	0	0	0	0	0
Total Other Revenue		**0**	**0**	**0**	**0**	**0**	**0**
TOTAL LABORATORY FEES FUND FINANCING		**417**	**481**	**1,093**	**1,093**	**1,093**	**0**
Alcohol Programs Law Enfocment							
			PC 853.7 (a), Res. 1987-033				
REVENUE FROM USE OF MONEY & PROPERTY			Gov. Code 76000, PC11112.1, Res. 1987-033				
8277680	4201 Interest	0	0	11	11	11	
8277700	4201 Interest	0	0	12	12	12	
Total Rev from Use of Money & Property		**0**	**0**	**23**	**23**	**23**	**0**
FINES AND FORFEITURES							
8277680	4151 Fines	476	788	500	500	500	
8277700	4151 Fines	0	0	0			
Total Fines and Forfeitures		**476**	**788**	**500**	**500**	**500**	**0**
OTHER REVENUE							
8277680	4701 Other Misc Revenue	0	0	0	0	0	0
8277700	4701 Other Misc Revenue	0	0	0	0	0	0
Total Other Revenue		**0**	**0**	**0**	**0**	**0**	**0**
TOTAL AUTOMATED WARRANT FUND FINANCING		**476**	**788**	**523**	**523**	**523**	**0**

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21
DETAIL OF ADDITIONAL FINANCING SOURCES BY FUND AND ACCOUNT
GOVERNMENTAL FUNDS

DESCRIPTION (1)	(2)	2017-18 ACTUAL (3)	2018-19 ACTUAL (4)	2019-20 ESTIMATED (5)	2019-20 ADOPTED (6)	2020-21 PRELIMINARY (7)	2020-21 Final (8)
Alcoholo Programs Education & Treatment				PC 1463.25, H&S 11802, Res. 1992-358 PC 1463.16, Res. 1992-357			
REVENUE FROM USE OF MONEY & PROPERTY							
8277690	4201 Interest	0	0	0		0	
8277670	4201 Interest	0	0	10	10	10	
Total Rev from Use of Money & Property		**0**	**0**	**10**	**10**	**10**	**0**
FINES AND FORFEITURES							
8277690	4151	437	412	500	500	500	
8277670	4151 Fines	305	162	500	500	500	
Total Fines and Forfeitures		**743**	**574**	**1,000**	**1,000**	**1,000**	**0**
OTHER REVENUE							
8277690	4701 Other Misc Revenue	0	0	0	0	0	0
Total Other Revenue		**0**	**0**	**0**	**0**	**0**	**0**
TOTAL AUTOMATED FINGERPRINTING ID FUND FINANCING		**743**	**574**	**1,010**	**1,010**	**1,010**	**0**
COPS							
STATE AID							
8300000	4366	152,502	93,042	150,000	150,000	150,000	
8307840	4366	128,971	90,957	128,000	128,000	128,000	
8307850	4366	0	0	0			
8491002	4366	13,411	25,598	14,400	4,400	4,400	
8641001	4366	798	808	700	700	700	
Total State Aid		**295,682**	**210,405**	**293,100**	**283,100**	**283,100**	**0**
OTHER REVENUE							
8300000	4701 Other Misc Revenue	0	0	0	0	0	0
Total Other Revenue		**0**	**0**	**0**	**0**	**0**	**0**
TOTAL COPS COUNTY FUND FINANCING		**295,682**	**210,405**	**293,100**	**283,100**	**283,100**	**0**

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21
DETAIL OF ADDITIONAL FINANCING SOURCES BY FUND AND ACCOUNT
GOVERNMENTAL FUNDS

DESCRIPTION (1)	(2)	2017-18 ACTUAL (3)	2018-19 ACTUAL (4)	2019-20 ESTIMATED (5)	2019-20 ADOPTED (6)	2020-21 PRELIMINARY (7)	2020-21 Final (8)
Rural Crime Prevention							
REVENUE FROM USE OF MONEY & PROPERTY							
8340000	4201 Interest	0	0	0		0	
Total Rev from Use of Money & Property		**0**	**0**	**0**	**0**	**0**	**0**
STATE AID							
8340000	4367	500,000	500,000	550,000	550,000	550,000	
Total State Aid		**500,000**	**500,000**	**550,000**	**550,000**	**550,000**	**0**
OTHER REVENUE							
8340000	4701 Other Misc Revenue	0	0	0	0	0	0
Total Other Revenue		**0**	**0**	**0**	**0**	**0**	**0**
TOTAL RURAL CRIME PREVENTION FUND FINANCING		**500,000**	**500,000**	**550,000**	**550,000**	**550,000**	**0**
Local Community Corrections							
REVENUE FROM USE OF MONEY & PROPERTY							
8130000	4201 Interest	6,194	5,690	0		0	
Total Rev from Use of Money & Property		**6,194**	**5,690**	**0**	**0**	**0**	**0**
STATE AID							
8130000	4374 Community Corrections Preformance	167,803	150,000	100,000	100,000	100,000	
8134100	4374 Youth Offender Grant	117,000	103,819	117,000	117,000	117,000	
8131000	4374 Community Corrections Sub Acct	311,406	444,379	296,822	296,822	296,822	
8131010	4374 Community Corrections Startup	100,000	100,000	0			
8132000	4374 Trail Court Security	30,269	29,906	24,300	24,300	24,300	
8133000	4374 D.A. & P.D. Training	4,939	8,673	38,000	38,000	38,000	
8134000	4374 Juvenile Justice Subaccount(JPCF)	5,618	8,357	16,000	16,000	16,000	
Total State Aid		**737,035**	**845,134**	**592,122**	**592,122**	**592,122**	**0**
TOTAL LOCAL COMM. CORRECTIONS FUND FINANCING		**743,229**	**850,824**	**592,122**	**592,122**	**592,122**	**0**

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21
DETAIL OF ADDITIONAL FINANCING SOURCES BY FUND AND ACCOUNT
GOVERNMENTAL FUNDS

DESCRIPTION (1)	(2)	2017-18 ACTUAL (3)	2018-19 ACTUAL (4)	2019-20 ESTIMATED (5)	2019-20 ADOPTED (6)	2020-21 PRELIMINARY (7)	2020-21 Final (8)
Domestic Violence							
REVENUE FROM USE OF MONEY & PROPERTY							
8491001	4201 Interest	0	0	0		0	
Total Rev from Use of Money & Property		**0**	**0**	**0**	**0**	**0**	**0**
STATE AID							
8491001	4151	257	86	500	500	500	
Total State Aid		**257**	**86**	**500**	**500**	**500**	**0**
OTHER REVENUE							
8491001	4701 Other Misc Revenue	414	345	0	0	0	0
Total Other Revenue		**414**	**345**	**0**	**0**	**0**	**0**
TOTAL DOMESTIC VILOENCE FUND FINANCING		**671**	**431**	**500**	**500**	**500**	**0**
Juvenile Justice (JJCPA)							
REVENUE FROM USE OF MONEY & PROPERTY							
8491002	4201 Interest	0	0	0		0	
Total Rev from Use of Money & Property		**0**	**0**	**0**	**0**	**0**	**0**
STATE AID							
8491002	4366	13,411	25,598	14,400	10,000	10,000	
Total State Aid		**13,411**	**25,598**	**14,400**	**10,000**	**10,000**	**0**
OTHER REVENUE							
8491002	4701 Other Misc Revenue	0	939	0	0	0	0
Total Other Revenue		**0**	**939**	**0**	**0**	**0**	**0**
TOTAL DOMESTIC VILOENCE FUND FINANCING		**13,411**	**26,536**	**14,400**	**10,000**	**10,000**	**0**

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21
DETAIL OF ADDITIONAL FINANCING SOURCES BY FUND AND ACCOUNT
GOVERNMENTAL FUNDS

DESCRIPTION (1)	(2)	2017-18 ACTUAL (3)	2018-19 ACTUAL (4)	2019-20 ESTIMATED (5)	2019-20 ADOPTED (6)	2020-21 PRELIMINARY (7)	2020-21 Final (8)
Fire Safe							
REVENUE FROM USE OF MONEY & PROPERTY							
8509811	4201 Interest	0	0	0		0	
Total Rev from Use of Money & Property		**0**	**0**	**0**	**0**	**0**	**0**
FEDERAL AID							
8509811	4278 Rural Schools	25,778	49,058	0			0
Total Federal Aid		**25,778**	**49,058**	**0**	**0**	**0**	**0**
OTHER REVENUE							
8509811	4701 Other Misc Revenue	0	0	0			
Total Other Revenue		**0**	**0**	**0**	**0**	**0**	**0**
TOTAL Fire Safe FUND FINANCING		**25,778**	**49,058**	**0**	**0**	**0**	**0**
Office of Emergency Services							
REVENUE FROM USE OF MONEY & PROPERTY							
8510000	4201 Interest	2,164	3,043	1,506			
Total Rev from Use of Money & Property		**2,164**	**3,043**	**1,506**	**0**	**0**	**0**
FEDERAL AID							
8510000	4286 FEDERAL AID GRANTS	80,840	52,150	89,867	89,867	89,867	
Total State Aid		**80,840**	**52,150**	**89,867**	**89,867**	**89,867**	**0**
OTHER REVENUE							
8510000	4701 Other Misc Revenue	0	0	0	0	0	0
Total Other Revenue		**0**	**0**	**0**	**0**	**0**	**0**
TOTAL OFFICE OF EMERGANCY SERVICES FUND FINANCING		**83,004**	**55,193**	**91,373**	**89,867**	**89,867**	**0**

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21
DETAIL OF ADDITIONAL FINANCING SOURCES BY FUND AND ACCOUNT
GOVERNMENTAL FUNDS

DESCRIPTION (1)	(2)	2017-18 ACTUAL (3)	2018-19 ACTUAL (4)	2019-20 ESTIMATED (5)	2019-20 ADOPTED (6)	2020-21 PRELIMINARY (7)	2020-21 Final (8)
SEARCH & RESCUE							
REVENUE FROM USE OF MONEY & PROPERTY							
8520000	4201 Interest	0	0	0			
Total Rev from Use of Money & Property		**0**	**0**	**0**	**0**	**0**	**0**
State Aid							
8520000	4814	200	0	0		0	
Total State Aid		**200**	**0**	**0**	**0**	**0**	**0**
OTHER REVENUE							
8520000	4401 Other Misc Revenue	0	0	0		0	
Total Other Revenue		**0**	**0**	**0**	**0**	**0**	**0**
TOTAL SURCH & RESCUE FUND FINANCING		**200**	**0**	**0**	**0**	**0**	**0**
Transportation Planning							
REVENUE FROM USE OF MONEY & PROPERTY							
8530000	4201 Interest	0	0	0		0	
Total Rev from Use of Money & Property		**0**	**0**	**0**	**0**	**0**	**0**
STATE AID							
8530000	4355	160,091	134,413	179,500	179,500	163,279	
Total State Aid		**160,091**	**134,413**	**179,500**	**179,500**	**163,279**	**0**
OTHER REVENUE							
8530000	4701 Other Misc Revenue	0	0	0	0	0	0
8530000	4711 Transfers	0	6,561	8,000			
Total Other Revenue		**0**	**6,561**	**8,000**	**0**	**0**	**0**
TOTAL TRANSPORTATION PLANNING FUND FINANCING		**160,091**	**140,974**	**187,500**	**179,500**	**163,279**	**0**
	Memo: Transfers In					8,000	8,000

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21
DETAIL OF ADDITIONAL FINANCING SOURCES BY FUND AND ACCOUNT
GOVERNMENTAL FUNDS

DESCRIPTION (1)	(2)	2017-18 ACTUAL (3)	2018-19 ACTUAL (4)	2019-20 ESTIMATED (5)	2019-20 ADOPTED (6)	2020-21 PRELIMINARY (7)	2020-21 Final (8)
State Transit							
REVENUE FROM USE OF MONEY & PROPERTY							
8540000	4201 Interest	683	1,480	1,500	1,500	1,500	
Total Rev from Use of Money & Property		**683**	**1,480**	**1,500**	**1,500**	**1,500**	**0**
STATE AID							
8540000	4355 Misc	24,223	26,338	30,000	30,000	25,000	
8540000	4378	0	0	0			
Total State Aid		**24,223**	**26,338**	**30,000**	**30,000**	**25,000**	**0**
OTHER REVENUE							
8540000	4701 Other Misc Revenue	0	0	0		0	
Total Other Revenue		**0**	**0**	**0**	**0**	**0**	**0**
TOTAL STATE TRANSIT FUND FINANCING		**24,905**	**27,817**	**31,500**	**31,500**	**26,500**	**0**
	Memo: Transfers In					0	0
Local Transportation							
REVENUE FROM USE OF MONEY & PROPERTY							
8550000	4201 Interest	(266)	(88)	6	6	6	
Total Rev from Use of Money & Property		**(266)**	**(88)**	**6**	**6**	**6**	**0**
STATE AID							
8550000	4008	2,824	0	0			
8550000	4355	56,272	78,924	78,924	78,924	78,924	
Total State Aid		**59,095**	**78,924**	**78,924**	**78,924**	**78,924**	**0**
OTHER REVENUE							
8550000	4701 Other Misc Revenue	0	0	0	0	0	0
Total Other Revenue		**0**	**0**	**0**	**0**	**0**	**0**
TOTAL LOCAL TRANSPORTATION FUND FINANCING		**58,829**	**78,836**	**78,930**	**78,930**	**78,930**	**0**
	Memo: Transfers In					0	0

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21
DETAIL OF ADDITIONAL FINANCING SOURCES BY FUND AND ACCOUNT
GOVERNMENTAL FUNDS

DESCRIPTION (1)	(2)	2017-18 ACTUAL (3)	2018-19 ACTUAL (4)	2019-20 ESTIMATED (5)	2019-20 ADOPTED (6)	2020-21 PRELIMINARY (7)	2020-21 Final (8)
Standards and Training for Corrections							
REVENUE FROM USE OF MONEY & PROPERTY							
8628750	4201 Interest	0	0	0			
Total Rev from Use of Money & Property		**0**	**0**	**0**	**0**	**0**	**0**
STATE AID							
8628750	4355 Other State Aid	0	0	0	0		0
8628750	4346 Standerds and Training	0	0	0			
Total State Aid		**0**	**0**	**0**	**0**	**0**	**0**
OTHER REVENUE							
8628750	4701 Other Misc Revenue	0	0	0	0	0	0
8628750	4711 Transfers in	0	0	0			
Total Other Revenue		**0**	**0**	**0**	**0**	**0**	**0**
TOTAL STANDARDS & TRAINING FOR CORRECTIO FINANCING		**0**	**0**	**0**	**0**	**0**	**0**
Standards and Training for Probation							
REVENUE FROM USE OF MONEY & PROPERTY							
8628760	4201 Interest	0	0	0			
Total Rev from Use of Money & Property		**0**	**0**	**0**	**0**	**0**	**0**
STATE AID							
8628760	4346	4,730	4,620	6,600	6,600	6,600	
Total State Aid		**4,730**	**4,620**	**6,600**	**6,600**	**6,600**	**0**
OTHER REVENUE							
8628760	4701 Other Misc Revenue	0	0	0	0	0	0
Total Other Revenue		**0**	**0**	**0**	**0**	**0**	**0**
TOTAL STANDARDS & TRAINING FOR PROBATION FINANCING		**4,730**	**4,620**	**6,600**	**6,600**	**6,600**	**0**

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21
DETAIL OF ADDITIONAL FINANCING SOURCES BY FUND AND ACCOUNT
GOVERNMENTAL FUNDS

DESCRIPTION (1)	(2)	2017-18 ACTUAL (3)	2018-19 ACTUAL (4)	2019-20 ESTIMATED (5)	2019-20 ADOPTED (6)	2020-21 PRELIMINARY (7)	2020-21 Final (8)
Criminal Justice Facilities	Gov. Code 76101, Res. 1982-1, Res. 1991-343						
REVENUE FROM USE OF MONEY & PROPERTY							
8633010	4201 Interest	0	0	0			
Total Rev from Use of Money & Property		**0**	**0**	**0**	**0**	**0**	**0**
FINES & FORFEITURES							
8630000	4151	18,826	29,507	20,000	20,000	20,000	
Total Fines & Forfeitures		**18,826**	**29,507**	**20,000**	**20,000**	**20,000**	**0**
OTHER REVENUE							
8630000	4701 Other Misc Revenue	0	0	0	0	0	0
Total Other Revenue		**0**	**0**	**0**	**0**	**0**	**0**
TOTAL CRIMINAL JUSTICE FACILITIES FUND FINANCING		**18,826**	**29,507**	**20,000**	**20,000**	**20,000**	**0**

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21
DETAIL OF ADDITIONAL FINANCING SOURCES BY FUND AND ACCOUNT
GOVERNMENTAL FUNDS

DESCRIPTION (1)	(2)	2017-18 ACTUAL (3)	2018-19 ACTUAL (4)	2019-20 ESTIMATED (5)	2019-20 ADOPTED (6)	2020-21 PRELIMINARY (7)	2020-21 Final (8)
Tax Collection Cost	R&T Code 4710, Res. 1992-363						
REVENUE FROM USE OF MONEY & PROPERTY							
8673001	4201 Interest	0	0	0			
Total Rev from Use of Money & Property		**0**	**0**	**0**	**0**	**0**	**0**
PROPERTY TAXES							
8670000	4072	1,570	1,050	1,500	1,500	1,410	
8670000	4073	110	110	100	100	100	
Total Property Tax		**1,680**	**1,160**	**1,600**	**1,600**	**1,510**	**0**
OTHER REVENUE							
8670000	4701 Other Misc Revenue	0	0	0	0	0	0
Total Other Revenue		**0**	**0**	**0**	**0**	**0**	**0**
TOTAL TAX COLLECTION COST FUND FINANCING		**1,680**	**1,160**	**1,600**	**1,600**	**1,510**	**0**
Supplemental Roll Administration	R&T Code 75.60, Res. 1987-035						
REVENUE FROM USE OF MONEY & PROPERTY							
8698850	4201 Interest	0	0	0			
8698860	4201 Interest	0	0	0			
8698870	4201 Interest	0	0	0			
Total Rev from Use of Money & Property		**0**	**0**	**0**	**0**	**0**	**0**
PROPERTY TAXES							
8698850	4504 Tax Roll Charge	911	1,012	800	800	800	
8698860	4504 Tax Roll Charge	2,842	3,158	2,200	2,200	2,200	
8698870	4504 Tax Roll Charge	445	494	400	400	400	
Total PROPERTY TAXES		**4,198**	**4,665**	**3,400**	**3,400**	**3,400**	**0**
OTHER REVENUE							
8698850	4701 Other Misc Revenue	0	0	0	0	0	0
8698860	4701 Other Misc Revenue	0	0	0	0	0	0
8698870	4701 Other Misc Revenue	0	0	0	0	0	0
Total Other Revenue		**0**	**0**	**0**	**0**	**0**	**0**
TOTAL SUPLEMENTAL ROLL FUND FINANCING		**4,198**	**4,665**	**3,400**	**3,400**	**3,400**	**0**

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21
DETAIL OF ADDITIONAL FINANCING SOURCES BY FUND AND ACCOUNT
GOVERNMENTAL FUNDS

DESCRIPTION		2017-18 ACTUAL	2018-19 ACTUAL	2019-20 ESTIMATED	2019-20 ADOPTED	2020-21 PRELIMINARY	2020-21 Final
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Assessor's Reproduction Costs Trust			R&T Code 408.3 © & 409, Res. 1992-356				
REVENUE FROM USE OF MONEY & PROPERTY							
8760000	4201 Interest	0	0	0			
Total Rev from Use of Money & Property		**0**	**0**	**0**	**0**	**0**	**0**
CHARGES FOR SERVICES							
8760000	4523	0	0	0	0	0	0
Total State Aid		**0**	**0**	**0**	**0**	**0**	**0**
OTHER REVENUE							
8760000	4701 Other Misc Revenue	813	1,256	0	0	0	0
8760000	4711	0	0	0			
Total Other Revenue		**813**	**1,256**	**0**	**0**	**0**	**0**
TOTAL ASSESSOR'S REPROTECTION FUND FINANCING		**813**	**1,256**	**0**	**0**	**0**	**0**
GIS Reproduction Cost			Res. 2005-016				
REVENUE FROM USE OF MONEY & PROPERTY							
8770000	4201 Interest	0	0	0	0	0	0
Total Rev from Use of Money & Property		**0**	**0**	**0**	**0**	**0**	**0**
CHARGES FOR SERVICES							
8770000	4566	0	0	0	0	0	0
Total State Aid		**0**	**0**	**0**	**0**	**0**	**0**
OTHER REVENUE							
8770000	4701 Other Misc Revenue	0	0	0		0	
Total Other Revenue		**0**	**0**	**0**	**0**	**0**	**0**
TOTAL GIS REPRODUCTION FUND FINANCING		**0**	**0**	**0**	**0**	**0**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

SCHEDULE 7

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

SUMMARY OF COUNTY FINANCING REQUIREMENTS BY FUNCTION & FUND

DESCRIPTION	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
SUMMARIZATION BY FUNCTION						
General	2,736,358	3,541,404	3,944,846	3,927,882	3,936,944	0
Public Protection	5,202,617	5,339,132	6,529,001	6,860,160	6,597,875	47
Public Ways & Facilities	3,604,497	3,442,103	6,069,770	6,075,860	5,300,875	0
Health & Sanitation	3,788,263	4,008,679	5,552,593	5,552,440	5,079,180	0
Public Assistance	2,604,266	2,755,038	2,834,487	3,129,406	2,712,184	0
Education	45,225	46,460	58,297	58,296	60,100	0
Recreation	187,305	348,294	448,842	448,224	449,333	0
Transfers	6,840,996	6,618,193	11,121,823	8,808,136	11,320,356	0
Debt Service	588,492	602,357	618,789	618,789	631,057	0
Capital Projects	0	0	0	0	0	0
Total Specific Financing Uses	**25,598,018**	**26,701,660**	**37,178,448**	**35,479,193**	**36,087,905**	**47**
APPROPRIATION FOR CONTINGENCIES						
General Fund	100,000	100,000	100,000	100,000	100,000	
Road Fund						
Solid Waste Fund	61	0	0	0	0	0
Total Contingencies	**100,061**	**100,000**	**100,000**	**100,000**	**100,000**	**0**
Sub-total Financing Uses	**25,698,079**	**26,801,660**	**37,278,448**	**35,579,193**	**36,187,905**	**47**
PROVISIONS FOR RESERVES & DESIGNATIONS:						
Reserves:						
General Fund						
Total Reserves	**0**	**0**	**0**	**0**	**0**	**0**
Designations:						
General Fund -						
General Fund - Road						
General Fund - Litigation						
General Fund - EIR/Litigation						
General Fund - Court Audit						
General Fund - Health Insurance						
General Fund -Tobacco						
General Fund - Rest Stop						
General Fund - Encumbrances					0	0
Road Fund -						
Road Fund - Exchange Dollars					0	0
Road Fund -					0	0
Road Fund - Encumbrances					0	0
Social Services - Health Insurance					0	0
Social Services - Encumbrances					0	0
Social Services - Mental Health					0	0
Total Designations	**0**	**0**	**0**	**0**	**0**	**0**
Total Reserves & Designations	**0**	**0**	**0**	**0**	**0**	**0**
Total Financing Uses	**25,698,079**	**26,801,660**	**37,278,448**	**35,579,193**	**36,187,905**	**47**

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

SUMMARY OF USE BY BUDGET UNIT

DESCRIPTION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
SUMMARIZATION BY FUND						
General Fund 001	7,937,518	8,950,745	10,701,604	10,837,462	10,733,664	0
Parks & Recreation 708	187,305	348,294	448,842	448,224	449,333	0
Road Fund 031	3,381,026	3,255,306	5,195,522	5,204,868	4,479,968	0
Public Health	1,384,921	1,488,536	1,739,430	1,742,888	1,739,208	0
Behavioral Health	2,403,342	2,520,143	3,813,163	3,809,551	3,339,971	0
Social Services	2,496,852	2,644,412	2,739,226	3,034,110	2,617,352	0
Fish & Game Fund 071	2,620	2,032	6,059	5,990	6,060	0
Predator Control Fund 077	0	200	875	101	875	0
Tax type funds	16,014	21,659	30,009	30,009	29,919	0
Transportation Type Funds	162,699	150,275	258,061	254,805	236,839	0
Various minor funds	13,273	11,181	48,983	48,983	48,983	0
Safety Type Funds	182,961	88,326	456,062	635,279	454,318	47
Transfers	6,840,996	6,618,193	11,121,823	8,808,136	11,320,356	0
Debt Service	588,492	602,357	618,789	618,789	631,057	0
Capital Projects	0	0	0	0	0	0
Total Financing Requirements	**25,598,018**	**26,701,660**	**37,178,448**	**35,479,193**	**36,087,905**	**47**
	0	0	0	0	0	0

STATE CONTROLLER
COUNTY BUDGET ACT

SCHEDULE 8

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

COUNTY SPECIFIC FINANCING USES
BY BUDGET UNIT BY FUNCTION AND ACTIVITY

BUDGET UNITS Grouped by Function & Activity	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
GENERAL GOVERNMENT						
Legislative & Administrative						
001-5010 Board of Supervisors	349,469	355,990	414,179	390,639	359,140	0
001-5030 Annual Audit	20,944	23,497	24,000	24,000	30,000	0 *
Total Leg & Admin	**370,413**	**379,487**	**438,179**	**414,639**	**389,140**	**0**
Finance						
001-5020 Assessor	498,304	1,057,349	1,066,798	1,067,028	1,062,991	0
001-5040 Auditor	366,092	396,516	428,312	422,565	463,776	0
001-5050 Treasurer-Tax Collector	272,558	331,477	348,269	348,312	358,542	0
001-5092 Misc Rebates & Refunds	-94	-73	3,400	1,700	1,683	0 *
867 Tax Collection Cost Trust	1,104	4,158	5,000	5,000	5,000	0
869 Supplemental Roll Admin.	6,371	595	12,939	12,939	12,849	0
876 Assessor's Reproduction Costs	8,540	16,906	12,070	12,070	12,070	0
Total Finance	**1,152,874**	**1,806,929**	**1,876,788**	**1,869,614**	**1,916,912**	**0**
Elections						
001-5200 Elections	38,141	55,497	144,139	144,117	62,561	0
Total Elections	**38,141**	**55,497**	**144,139**	**144,117**	**62,561**	**0**
Property Management						
001-5280 Plant Maintenance - Downieville	245,523	230,295	251,248	251,312	262,522	0
Total Property Management	**245,523**	**230,295**	**251,248**	**251,312**	**262,522**	**0**
Economic Development						
001-5160 Economic Development	48,103	50,851	50,848	50,848	52,853	0
Total Promotions	**48,103**	**50,851**	**50,848**	**50,848**	**52,853**	**0**
Other General						
001-5060 County Counsel	333,852	226,885	328,472	328,472	421,938	0
001-5100 Insurance	43,990	212,109	186,969	187,025	185,877	0 *
001-5150 Contributions to Others	45,042	44,932	72,070	72,046	76,692	0
001-5260 Central Services	48,655	32,255	58,000	58,000	58,000	0 *
001-5261 Information Services	384,440	486,162	509,809	523,484	482,419	0
001-5290 County Engineer	25,468	16,003	28,324	28,324	28,030	0
001-5940 AB8 Equalization	-142	0	0	0	0	0
Total Other General	**881,305**	**1,018,345**	**1,183,644**	**1,197,351**	**1,252,956**	**0**
TOTAL GENERAL GOVERNMENT	**2,736,358**	**3,541,404**	**3,944,846**	**3,927,882**	**3,936,944**	**0**

* These General Fund Departments are funded from non Board-controlled funds, have set contracts or are driven by cost. i.e. Phone, Electric, Gas bills.

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

COUNTY SPECIFIC FINANCING USES
BY BUDGET UNIT BY FUNCTION AND ACTIVITY

BUDGET UNITS Grouped by Function & Activity	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
PUBLIC PROTECTION						
Judicial						
001-5360 Courts Enhanced Collections	89,027	92,276	60,551	99,741	98,871	0 *
001-5370 District Attorney	271,655	291,600	295,320	295,324	289,877	0
001-5380 Public Defender	114,535	96,745	126,695	126,695	125,542	0 *
001-5390 Law Library	-6	0	-13	-13	0	0 *
001-5400 Grand Jury	12,953	10,789	25,706	25,706	30,062	0 *
001-5430 Clerk-Recorder	401,255	405,702	417,153	416,549	419,171	0
821-1001 Security Measures	0	0	0	0	0	0
821-1003 Micrographics Trust	3,603	2,757	14,852	14,852	14,853	0
821-1005 Recorder's Modernization	9,026	8,425	34,131	34,131	34,130	0
821-1006 VITAL STATISTICS	643	0	0	0	0	0
Total Judicial	**902,691**	**908,293**	**974,395**	**1,012,985**	**1,012,507**	**0**
Police Protection						
001-5450 Sheriff-Coroner	2,435,921	2,648,303	2,968,445	3,090,516	3,036,630	0
001-5460 Marine Patrol	55,344	35,157	59,782	63,869	63,640	0 *
001-5470 ADA Grant	0	174	0	0	0	0 *
001-5475 Cal-MMETT Grant	0	0	0	0	0	0 *
836-0000 1/2 Cent Sales Tax for Safety	0	0	0	0	0	0
821-1004 Peace Officers Training	0	0	0	0	0	0
826-7650 LABRITORY FEES - DRUG TESTING	732	595	2,000	2,000	2,000	0
827-7680 Automated Warrant System	0	0	0	0	0	0
827-7700 Automated Fingerprinting Identification Sys	0	0	0	0	0	0
830-0000 COPS Program County	0	11,835	0	0	0	0
830-7840 COPS Program City	0	0	0	0	0	0
8133000 D.A. & P.A. Realignment	0	0	0	0	0	0
8132000 Court Security Realignmer	480	728	1,287	1,287	1,287	0
834 Rural Law Enforcement	0	0	0	0	0	0
Total Police Protection	**2,492,477**	**2,696,793**	**3,031,514**	**3,157,671**	**3,103,558**	**0**
Detention & Correction						
001-5480 Jail	239,924	226,599	201,175	201,175	273,010	0
001-5490 Probation	565,983	608,383	727,446	727,360	717,198	0
813 Realighnment Corrections	68,268	54,462	226,883	374,450	224,582	0
818 DNA	0	0	0	1,650	1,650	0
862 Standards and Training for Corrections	4,730	5,522	11,600	11,600	14,460	0
Total Detention & Correction	**878,905**	**894,966**	**1,167,104**	**1,316,236**	**1,230,900**	**0**
Protection Inspection						
001-5520 Building Inspection	226,906	252,355	268,283	265,353	248,241	0
001-5530 Ag Commissioner	47,063	48,313	56,517	56,517	55,731	0 *
863 Criminal Justice Facilities	22,353	8,880	54,164	54,164	20,164	0
Total Protection Inspection	**296,322**	**309,548**	**378,964**	**376,034**	**324,136**	**0**

* These General Fund Departments are funded from non Board-controlled funds, have set contracts or are driven by cost. i.e. Phone, Electric, Gas bills.

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

COUNTY SPECIFIC FINANCING USES
BY BUDGET UNIT BY FUNCTION AND ACTIVITY

BUDGET UNITS Grouped by Function & Activity	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Other Protection						
001-5550 OES	134,023	145,776	152,598	151,291	130,601	0 *
001-5560 Planning Dept	403,277	371,212	643,491	635,852	584,491	0
001-5570 LAFCO	1,805	1,241	6,180	6,180	6,864	0 *
001-5650 Animal Control	4,099	2,767	7,693	7,693	7,709	0 *
071-0000 Fish & Game	2,620	2,032	6,059	5,990	6,060	0
077-0000 Predator Control	0	200	875	101	875	0
850-9810 Old Title III	0	0	0	0	0	0
850-9811 New Title III	38,890	5,066	54,500	54,500	54,500	0
851 Office of Emergency Services	43,910	0	59,867	89,867	89,867	0
852 Surch & Rescue	87	338	142	142	189	47
849-1001 Domestic Vilonce	0	0	15,764	15,764	15,764	0
849-1002 Juvenile Justice	3,510	900	29,855	29,855	29,855	0
Total Other Protection	**632,222**	**529,533**	**977,024**	**997,234**	**926,775**	**47**
TOTAL PUBLIC PROTECTION	**5,202,617**	**5,339,132**	**6,529,001**	**6,860,160**	**6,597,875**	**47**
PUBLIC WAYS & FACILITIES						
Public Ways & Facilities						
031-0000 Road Dept	2,886,947	3,152,378	4,191,727	4,201,073	3,476,173	0
031-0000 STP	494,079	102,928	1,003,795	1,003,795	1,003,795	0
001-5950 Public Works	60,772	36,522	616,187	616,187	584,068	0
100-1001 Capital Projects	0	0	0	0	0	0
Total Public Ways	**3,441,798**	**3,291,828**	**5,811,709**	**5,821,056**	**5,064,036**	**0**
Transportation Systems						
853 Transportation Planning	162,699	150,275	187,501	184,245	158,339	0
854 State Transit	0	0	0	0	0	0
855 Local Transportation	0	0	70,560	70,560	78,500	0
Total Transportation Systems	**162,699**	**150,275**	**258,061**	**254,805**	**236,839**	**0**
TOTAL PUBLIC WAYS & TRANSPORTATION SYSTEMS	**3,604,497**	**3,442,103**	**6,069,770**	**6,075,860**	**5,300,875**	**0**
HEALTH & SANITATION						
Health						
051-5610 Public Health	1,384,921	1,488,536	1,739,430	1,742,888	1,739,208	0
051-5670 Mental Health	2,403,342	2,520,143	3,813,163	3,809,551	3,339,971	0
815 Menthal Health Realignment	0	0	0	0	0	0
817 Health Realignment	0	0	0	0	0	0
827-7670 Alcohol Program Fines	0	0	0	0	0	0
827-7690 Alcohol Education and Pr	0	0	0	0	0	0
891-5671,72,74,75,81	0	0	0	0	0	0
891-5616 LEA	0	0	0	0	0	0
891-5618 Hospital Preparedness	0	0	0	0	0	0
891-5619 California Endowment	0	0	0	0	0	0
891-5676 MHSA Cap Facilities & Tech	0	0	0	0	0	0
891-5685 SAPT DIS, PRE, FLN, CL, HIV	0	0	0	0	0	0
891-5820 Substance Abuse	0	0	0	0	0	0
891-5682 DFS	0	0	0	0	0	0
891-5821 Above Ground Tanks	0	0	0	0	0	0
Total Health	**3,788,263**	**4,008,679**	**5,552,593**	**5,552,440**	**5,079,180**	**0**
TOTAL HEALTH & SANITATION	**3,788,263**	**4,008,679**	**5,552,593**	**5,552,440**	**5,079,180**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

SCHEDULE 8

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

COUNTY SPECIFIC FINANCING USES
BY BUDGET UNIT BY FUNCTION AND ACTIVITY

BUDGET UNITS Grouped by Function & Activity	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
PUBLIC ASSISTANCE						
001-5510 Victim-Witness	107,414	110,626	95,261	95,297	94,832	0 *
051-5800 Welfare Administration	2,249,367	2,382,972	2,492,582	2,452,933	2,370,709	0
051-5810 Welfare Aid	247,485	261,440	246,644	581,177	246,644	0
814 Realignment Human Services	0	0	0	0	0	0
816 Realignment Human Services	0	0	0	0	0	0
TOTAL PUBLIC ASSISTANCE	**2,604,266**	**2,755,038**	**2,834,487**	**3,129,406**	**2,712,184**	**0**
EDUCATION						
001-5900 County Free Library	23,352	23,400	32,672	32,672	34,791	0
001-5910 Farm Advisor	21,873	23,060	25,625	25,625	25,310	0 *
TOTAL EDUCATION	**45,225**	**46,460**	**58,297**	**58,296**	**60,100**	**0**
DEBT SERVICE						
Interest on Notes						
600-0000 Bond Debt	588,492	602,357	618,789	618,789	631,057	0
001-5930 TRAN Pool	0	0	0	0	0	0
TOTAL DEBT SERVICE	**588,492**	**602,357**	**618,789**	**618,789**	**631,057**	**0**
RECREATION						
208 Parks & Recreation	187,305	348,294	448,842	448,224	449,333	0
TOTAL PARKS & RECREATION	**187,305**	**348,294**	**448,842**	**448,224**	**449,333**	**0**
TOTAL SPECIFIC FINANCING USES	**18,757,022**	**20,083,467**	**26,056,625**	**26,671,058**	**24,767,549**	**47**
Transferes						

* These General Fund Departments are funded from non Board-controlled funds, have set contracts or are driven by cost. i.e. Phone, Electric, Gas bills.

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA
FINANCING SOURCES & USES by BUDGET UNIT by OBJECT
FISCAL YEAR 2020-21

Budget Name	**BOARD OF SUPERVISORS**
Function	General
Activity	Legal & Administrative
Fund	**0013001**
Budget Unit	**0015010**

Detail by Revenue Category & Expenditure Object	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)	
Salaries & Employee Benefits							
5000 Regular Salaries	171,909	176,348	188,622	188,622	188,622		
5001 Extra Help							
5002 Overtime							
5004 Retirement	58,042	60,450	68,185	68,152	72,534		
5007 Benefits	42,796	45,043	60,095	60,923	60,923		
Total Salaries & Benefits	**272,748**	**281,841**	**316,902**	**317,696**	**322,079**	**0**	
Services & Supplies							
5106 Insurance	6,072	2,354	26,381	2,047	2,047		
5120 Communications	6,517	3,361	5,178	5,178	4,888		
5240 Maintenance Equipment	0	0	0	0	0		
5150 Memberships	6,738	8,475	7,572	7,572	7,398		*
5160 Office Expense	1,674	2,111	2,418	2,418	2,014		
5165 Professional & Specialized	12,500	0	4,498	4,498	5,519		
5166 A87 Costs	31,276	48,552	47,181	47,181	11,300		
5174 Publications & Legal Notices	1,627	1,558	1,829	1,829	1,628		
5180 Rents	0	0	0	0	0		
5187 Special Dept Expense	2,380	895	1,505	1,505	1,552		
5502 Transportation	7,938	6,842	715	715	715		
Total Services & Supplies	**76,721**	**74,149**	**97,277**	**72,943**	**37,061**	**0**	
Fixed Assets							
6230 Equipment	0	0	0				
Total Fixed Assets	**0**	**0**	0	0	**0**	**0**	
BUDGET UNIT TOTAL	**349,469**	**355,990**	**414,179**	**390,639**	**359,140**	**0**	
Number of Personnel Budgeted	5	5	5	5	5	5	

* Memberships CSAC, RCRC, Area 4 & SEDD, Upper Feather River

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA
FINANCING SOURCES & USES by BUDGET UNIT by OBJECT
FISCAL YEAR 2020-21

Budget Name	**ASSESSOR**
Function	General
Activity	Finance
Fund	**General**
Budget Unit	**0015020**

Detail by Revenue Category & Expenditure Object (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)	
Salaries & Employee Benefits							
5000 Regular Salaries	260,104	311,346	352,511	352,511	370,179		
5001 Extra Help	0	0	0	0	0		
5002 Overtime	0	0	0				
5004 Retirement	93,539	107,884	128,714	128,637	143,754		
5007 Benefits	73,047	86,205	95,359	96,311	98,097		
Total Salaries & Benefits	**426,689**	**505,435**	**576,584**	**577,459**	**612,030**	**0**	
Services & Supplies							
5106 Insurance	2,246	2,219	3,493	2,847	2,847		
5120 Communications	0	0	0	0	0		
5240 Maintenance Equipment	173	188	316	316	347		
5150 Memberships	0	190	117	117	157		
5160 Office Expense	1,875	1,324	2,176	2,176	2,751		
5165 Professional & Specialized	(50)	0	5,831	5,831	7,959		
5166 A87 Costs	63,812	72,488	93,735	93,735	51,771		
5174 Publications & Legal Notices	956	1,489	2,837	2,837	2,704		
5187 Special Dept Expense	0	471,666	377,986	377,986	377,986		*
5502 Transportation & Travel	2,602	2,350	3,723	3,723	4,440		
Total Services & Supplies	**71,614**	**551,914**	**490,214**	**489,568**	**450,961**	**0**	
Fixed Assets							
6228 Equipment	0	0	0				
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**	
BUDGET UNIT TOTAL	**498,304**	**1,057,349**	**1,066,798**	**1,067,028**	**1,062,991**	**0**	
Number of Personnel Budgeted	4.5	4.1	4.9	4.9	4.9	4.9	

* Megabyte Property Tax Sysytem
** GIS

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA
FINANCING SOURCES & USES by BUDGET UNIT by OBJECT
FISCAL YEAR 2020-21

Budget Name	**ANNUAL AUDIT**
Function	General
Activity	Finance
Fund	**General**
Budget Unit	**0015030**

Detail by Revenue Category & Expenditure Object (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance						
5120 Communications						
5140 Maintenance Equipment						
5150 Memberships						
5160 Office Expense						
5165 Professional & Specialized	20,944	23,497	24,000	24,000	30,000	0
5166 A87 Costs						
5174 Publications & Legal Notices						
5187 Special Dept Expense						
5502 Transportation & Travel						
Total Services & Supplies	**20,944**	**23,497**	**24,000**	**24,000**	**30,000**	**0**
Fixed Assets						
6228 Equipment						
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**20,944**	**23,497**	**24,000**	**24,000**	**30,000**	**0**

Number of Personnel Budgeted

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA
FINANCING SOURCES & USES by BUDGET UNIT by OBJECT
FISCAL YEAR 2020-21

Budget Name	**AUDITOR**
Function	General
Activity	Finance
Fund	**General**
Budget Unit	**0015040**

Detail by Revenue Category & Expenditure Object (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Salaries & Employee Benefits						
5000 Regular Salaries	209,604	227,814	239,130	239,130	264,667	
5001 Extra Help	0	0	0			
5002 Overtime	1,820	1,856	0			
5004 Retirement	70,406	80,822	84,521	84,469	98,190	
5007 Benefits	67,839	67,637	75,572	70,286	72,240	
Total Salaries & Benefits	**349,668**	**378,130**	**399,223**	**393,886**	**435,097**	**0**
Services & Supplies						
5106 Insurance	1,262	1,148	2,557	2,147	2,147	
5120 Communications	875	695	20	20	20	
5240 Maintenance Equipment	1,665	1,651	1,569	1,569	1,569	
5150 Memberships	1,851	1,178	859	859	859	
5160 Office Expense	6,740	9,109	7,300	7,300	7,300	
5165 Professional & Specialized	0	895	388	388	388	
5195 Utilities				0	0	
				0	0	
5174 Publications & Legal Notices	0	437	145	145	145	
5187 Special Dept Expense	92	2,065	15,251	15,251	15,251	
5502 Transportation & Travel	3,939	1,209	1,000	1,000	1,000	
Total Services & Supplies	**16,424**	**18,387**	**29,089**	**28,679**	**28,679**	**0**
Fixed Assets						
6230 Equipment Computer	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**366,092**	**396,516**	**428,312**	**422,565**	**463,776**	**0**
Number of Personnel Budgeted	3.5	2.5	3	3.5	3.5	3.5

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA
FINANCING SOURCES & USES by BUDGET UNIT by OBJECT
FISCAL YEAR 2020-21

Budget Name	**TREASURER-TAX COLLECTOR**
Function	General
Activity	Finance
Fund	**General**
Budget Unit	**0015050**

Detail by Revenue Category & Expenditure Object (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Salaries & Employee Benefits						
5000 Regular Salaries	132,367	157,361	184,962	184,962	192,303	
5001 Extra Help	19,266	18,000	18,000	18,000	18,000	
5002 Overtime	1	0	0			
5004 Retirement	51,386	58,795	66,394	66,354	73,347	
5007 Benefits	50,072	53,348	61,706	62,050	57,945	
Total Salaries & Benefits	**253,093**	**287,504**	**331,062**	**331,365**	**341,595**	**0**
5106 Insurance	904	1,017	1,431	1,172	1,172	
5120 Communications	0	0	29	29	10	
5240 Maintenance Equipment	1,002	975	960	960	979	
5150 Memberships	642	552	508	508	567	
5160 Office Expense	9,093	6,222	7,954	7,954	7,755	
5165 Professional & Specialized	5,100	3,548	4,346	4,346	4,330	
5166 A87 Costs	0	0	0			
5174 Publications & Legal Notices	2,085	690	978	978	1,251	
5187 Special Dept Expense	0	0	151	151	50	
5502 Transportation & Travel	639	1,011	850	850	833	
Total Services & Supplies	**19,465**	**14,015**	**17,207**	**16,947**	**16,947**	**0**
Fixed Assets						
6230 Equipment	0	29,958	0			
Total Fixed Assets	**0**	**29,958**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**272,558**	**331,477**	**348,269**	**348,312**	**358,542**	**0**
Number of Personnel Budgeted	2	2.5	2.5	2.5	2.5	2.5

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA
FINANCING SOURCES & USES by BUDGET UNIT by OBJECT
FISCAL YEAR 2020-21

Budget Name	**COUNTY COUNSEL**
Function	General
Activity	Counsel
Fund	**General**
Budget Unit	**0015060**

Detail by Revenue Category & Expenditure Object (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)	
Salaries & Employee Benefits							
5000 Regular Salaries							
5001 Extra Help							
5002 Overtime							
5007 Benefits							*
Total Salaries & Benefits	**0**	**0**	**0**	**0**	**0**	**0**	
Services & Supplies							
5106 Insurance	0	0	0				
5120 Communications	0	0	0				
5140 Maintenance Equipment	0	0	0				
5150 Memberships	2,771	2,799	0				
5160 Office Expense	0	0	0				
5165 Professional & Specialized	253,175	214,225	240,400	240,400	240,400		
5166 A87 Costs	0	0	0				
5170 Outside County Counsel	77,030	9,861	88,072	88,072	181,538		
5180 Rents & Leases - Building	0	0	0				
5187 Special Legal Expense	0	0	0				
5502 Transportation & Travel	876	0	0				
Total Services & Supplies	**333,852**	**226,885**	**328,472**	**328,472**	**421,938**	**0**	
Fixed Assets							
6228 Equipment	0	0	0				
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**	
BUDGET UNIT TOTAL	**333,852**	**226,885**	**328,472**	**328,472**	**421,938**	**0**	

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**PERSONNEL/SAFETY**
Function	General
Activity	Other General
Fund	**General**
Budget Unit	**0015100**

Detail by Revenue Category & Expenditure Object (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)	
Salaries & Employee Benefits							
5000 Regular Salaries	19,356	25,546	72,437	72,437	75,498		
5001 Extra Help	0	0	0				
5002 Overtime	5,000	5,000	5,000	5,000	5,000		
5004 Retirement	6,323	7,821	18,970	18,954	21,441		
5007 Benefits	7,565	7,419	20,387	20,553	20,787		
Total Salaries & Benefits	**38,244**	**45,786**	**116,794**	**116,944**	**122,726**	**0**	
Services & Supplies							
5106 Insurance	205	162,308	464	370	370		
5120 Communications	5,559	816	2,678	2,678	1,490		
5240 Maintenance Equipment	78	54	87	87	33		
5150 Memberships	1,335	148	945	945	378		
5160 Office Expense	953	2,448	4,046	4,046	1,153		
5165 Professional & Specialized	0	0	32,337	32,337	32,337		*
5166 A87 Costs	0	0	0				
5174 Publications & Legal Notices	0	(390)	(161)	(161)	(84)		
5187 Special Dept Expense	(4,387)	(3,219)	25,897	25,897	25,897		
5502 Transportation & Travel	2,003	4,159	3,882	3,882	1,577		
Total Services & Supplies	**5,746**	**166,324**	**70,175**	**70,082**	**63,151**	**0**	
Fixed Assets							
6228 Equipment	0	0	0				
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**	
BUDGET UNIT TOTAL	**43,990**	**212,109**	**186,969**	**187,025**	**185,877**	**0**	
Number of Personnel Budgeted	0.5	0.5	0.5	0.5	1	1	

* Parity Study

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**CONTRIBUTIONS TO OTHERS**
Function	General
Activity	Other General
Fund	**General**
Budget Unit	**0015150**

Detail by Revenue Category & Expenditure Object (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (7)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Other Charges						
5166 A87 Costs	204	891	1,402	1,402	6,048	
5106 Insurance	876	797	1,168	1,144	1,144	
6405 Northern Sierra Air Quality	1,602	1,602	2,000	2,000	2,000	
6406 Northern Calif. EMS	25,360	24,641	25,500	25,500	25,500	
6065 Plumas-Sierra County Fair	5,000	5,000	5,000	5,000	5,000	
5187 Historic Society	8,000	8,000	8,000	8,000	8,000	
5160 Long Valley Growndwater District				5,000	5,000	
5160 Sierra Valley Growndwater	4,000	4,000	9,000	4,000	4,000	
5155 Sierra County Ambulance			20,000	20,000	20,000	
Total Other Charges	**45,042**	**44,932**	**72,070**	**72,046**	**76,692**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**ECONOMIC DEVELOPMENT**
Function	General
Activity	Promotion
Fund	**General**
Budget Unit	**0015160**

Detail by Revenue Category & Expenditure Object (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Salaries & Employee Benefits						
5000 Regular Salaries			0	0	0	0
5001 Extra Help			0			
5002 Overtime			0			
5004 Retirement	5,291	5,420	5,546	5,546	5,672	
5007 Benefits	0	0	0	0	0	0
Total Salaries & Benefits	**5,291**	**5,420**	**5,546**	**5,546**	**5,672**	**0**
Other Charges						
5106 Insurance	100	96	0		0	
5150 Memberships	0	0	0			
5160 Office Expense	0	0	0			
5165 Economic Workshop	0	0	0		2,000	
5166 A87 Costs	1,428	1,385	1,352	1,352	1,232	
6412 Chambers of Commerce	33,364	33,950	33,950	33,950	33,950	
6413 Chambers of Commerce East	7,920	10,000	10,000	10,000	10,000	
5187 Fair Exhibit						
Special Dept Expense	0	0	0			
Total Services & Supplies	**42,812**	**45,431**	**45,302**	**45,302**	**47,182**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**48,103**	**50,851**	**50,848**	**50,848**	**52,853**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**ELECTIONS**
Function	General
Activity	Elections
Fund	**General**
Budget Unit	**0015200**

Detail by Revenue Category & Expenditure Object (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)	
Salaries & Employee Benefits							
5000 Regular Salaries	0	0	0				
5001 Extra Help	0	0	0	0	0	0	
5002 Overtime	0	0	0				
5004 Retirement	0	0	0	0		0	
5007 Benefits	0	0	0	0	0	0	
Total Salaries & Benefits	**0**	**0**	**0**	**0**	**0**	**0**	
Services & Supplies							
5106 Insurance	0	0	0	0	0		
5150 Memberships	0	45	366	366	366		
5174 Publications	0	75	91	91	91		
5166 A87 Costs	2,558	1,210	1,538	1,538	3,982		
5160 Office Expense	378	872	1,000	1,000	1,000		
5187 Special Dept Expense	17,091	21,551	17,100	17,100	17,100		
5188 General Election	227	14,476	20,000	20,000	20,000		
5189 Primary Election	17,620	2,166	20,000	20,000	20,000		
5190 Special Election	0	14,990	0				
5502 Transportation & Travel	267	113	44	22	22		
Total Services & Supplies	**38,141**	**55,497**	**60,139**	**60,117**	**62,561**	**0**	
Fixed Assets							
6230 Equipment computers		0	84,000	84,000			*
Total Fixed Assets	**0**	**0**	**84,000**	**84,000**	**0**	**0**	
BUDGET UNIT TOTAL	**38,141**	**55,497**	**144,139**	**144,117**	**62,561**	**0**	

*** New Elections System**

Number of Personnel Budgeted

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**CENTRAL SERVICES**
Function	General
Activity	Other General
Fund	**General**
Budget Unit	**0015260**

Detail by Revenue Category & Expenditure Object (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Salaries & Employee Benefits						
5000 Regular Salaries						
5001 Extra Help						
5002 Overtime						
5007 Benefits						
Total Salaries & Benefits	**0**	**0**	**0**	**0**	**0**	**0**
Services & Supplies						
5106 Insurance	0	0	0	0	0	
5120 Communications	9,017	8,139	15,000	15,000	15,000	
5180 Rent	13,249	13,301	20,000	20,000	20,000	
	0	0	0			
5160 Office Supplies	3,525	2,655	5,000	5,000	5,000	
5175 Lease Copier	1,840	1,687	3,000	3,000	3,000	
5195 Utilities	5,790	3,408	10,000	10,000	10,000	
5165 Professional	2,709	3,066	5,000	5,000	5,000	
5187 Special Dept Expense	0	0	0	0	0	
Total Services & Supplies	**36,130**	**32,255**	**58,000**	**58,000**	**58,000**	**0**
Fixed Assets						
6228 Equipment	12,525	0	0			
Total Fixed Assets	**12,525**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**48,655**	**32,255**	**58,000**	**58,000**	**58,000**	**0**

Number of Personnel Budgeted

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**MANAGEMENT INFORMATION SYSTEI**
Function	General
Activity	Other General
Fund	**General**
Budget Unit	**0015261**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (7)	2020-21 PRELIMINARY (6)	2020-21 Final (7)	
Salaries & Employee Benefits							
5000 Regular Salaries	148,926	151,740	208,256	218,256	175,191		
5001 Extra Help	0	0	0	0	0		
5002 Overtime	0	1,235	0	0	2,000		
5004 Retirement	38,628	47,334	64,597	67,406	59,713		
5007 Benefits	44,258	36,489	44,858	45,954	42,812		
Total Salaries & Benefits	**231,812**	**236,799**	**317,711**	**331,615**	**279,717**	**0**	
Services & Supplies							
5106 Insurance	823	829	1,402	1,173	1,173		
5120 Communications	21,604	20,606	20,000	20,000	20,000		
5248 Maintenance Equipment Computer	95,755	65,907	108,000	108,000	141,834		**
5160 Office Expense	2,763	32,122	12,217	12,217	12,217		
5165 Professional & Specialized	4,735	33,800	19,739	19,739	19,739		
5166 A87 Costs	0	0	0				
5174 Publications & Legal Notices	0	0	262	262	262		
5176 New Prop Tax Sys	0	(270)	0				
5187 Special Dept Expense	0	2,042	2,000	2,000	2,000		
5502 Transportation & Travel	8,909	3,751	5,478	5,478	5,478		
Total Services & Supplies	**134,589**	**158,787**	**169,098**	**168,869**	**202,703**	**0**	
Fixed Assets							
6228 Equipment	18,039	90,577	23,000	23,000			*
Total Fixed Assets	**18,039**	**90,577**	**23,000**	**23,000**	**0**	**0**	
BUDGET UNIT TOTAL	**384,440**	**486,162**	**509,809**	**523,484**	**482,419**	**0**	
Number of Personnel Budgeted	1.3	1.4	2.4	2.0	2.0	2.0	

** Annual Services:

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**PLANT MAINTENANCE**
Function	General
Activity	Property Management
Fund	**General**
Budget Unit	**0015280**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Salaries & Employee Benefits						
5000 Regular Salaries	73,581	77,590	89,286	89,286	95,116	
5001 Extra Help	12	0	0	0	0	
5002 Overtime	0	0	4,027	4,027	4,027	
5004 Retirement	27,330	30,478	34,470	34,451	38,525	
5007 Benefits	32,139	31,811	29,316	29,610	30,056	
Total Salaries & Benefits	**133,063**	**139,879**	**157,099**	**157,374**	**167,723**	**0**
Services & Supplies						
5106 Insurance	34,195	17,802	1,323	1,113	1,113	
5120 Communications	0	0	0	0	0	
5130 Household Supplies	2,897	5,047	4,734	4,734	4,549	
5240 Maintenance	98	298	144	144	193	
5155 Miscellaneous	1,305	1,008	1,314	1,314	1,301	
5165 Professional & Specialized	1,574	2,868	2,245	2,245	2,399	
5238 Utilities LP Gas	16,025	16,591	16,919	16,919	17,773	
5187 Building Repair	2,181	2,719	2,470	2,470	2,470	
5168 Special Dept Expense	6,236	6,588	5,000	5,000	5,000	
5502 Transportation & Travel	0	0	0	0	0	
5195 Utilities Electricisty	47,948	37,496	60,000	60,000	60,000	
Total Services & Supplies	**112,459**	**90,417**	**94,149**	**93,938**	**94,799**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	0	0	**0**	**0**
BUDGET UNIT TOTAL	**245,523**	**230,295**	**251,248**	**251,312**	**262,522**	**0**
Number of Personnel Budgeted	1.5	1.5	1.3	1.8	1.8	1.8

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**COUNTY ENGINEER**
Function	General
Activity	Engineer/Surveyor
Fund	**General**
Budget Unit	**0015290**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (7)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Salaries & Employee Benefits						
5000 Regular Salaries						
5001 Extra Help						
5002 Overtime						
5007 Benefits						
Total Salaries & Benefits	**0**	**0**	**0**	**0**	**0**	**0**
Services & Supplies						
5106 Insurance	0	0	0			
5120 Communications	0	0	0			
5140 Maintenance Equipment	0	0	0			
5150 Memberships	0	0	0			
5160 Office Expense	0	0	500	500	500	
5165 Professional & Specialized	22,454	12,900	25,000	25,000	25,000	
5166 A87 Costs	1,750	1,135	824	824	530	
5168 Admin from DPW	1,265	1,968	500	500	500	
5187 Special Dept Expense	0	0	1,500	1,500	1,500	
5502 Transportation & Travel	0	0	0			
Total Services & Supplies	**25,468**	**16,003**	**28,324**	**28,324**	**28,030**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**25,468**	**16,003**	**28,324**	**28,324**	**28,030**	**0**

Number of Personnel Budgeted

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**COURTS**
Function	General
Activity	Judicial
Fund	**General**
Budget Unit	**0015360**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (7)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Salaries & Employee Benefits						
5000 Regular Salaries						
5001 Extra Help						
5002 Overtime						
5004 Retirement	1,323	1,355	1,386	1,386	1,418	
5007 Benefits	0	0	0			
Total Salaries & Benefits	**1,323**	**1,355**	**1,386**	**1,386**	**1,418**	**0**
Services & Supplies						
5106 Insurance	0	0	0			
5120 Communications	0	0	0			
5140 Maintenance Equipment	0	0	0			
5150 Memberships	0	0	0			
5165 Court Collections Services	15,000	15,000	15,000	15,000	15,000	
5166 A87 Costs	1,641	1,632	2,355	2,355	1,453	
Sexually Violent Predator	0	0	0	5,000	5,000	
5154 Court Collection Services	26,687	26,687	0	75,999	26,687	
5187 Special Dept Expense STATE	44,376	47,602	41,810	76,000	49,313	
Total Services & Supplies	**87,704**	**90,921**	**59,165**	**98,355**	**97,453**	**0**
Fixed Assets						
6228 Equipment	0					
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**89,027**	**92,276**	**60,551**	**99,741**	**98,871**	**0**

Number of Personnel Budgeted

As of January 1, 1998 the Courts are independent of the County pursuant to AB233.
As of July 2000 the Court and the County entered into a contract where the County pays a flat fee.

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**DISTRICT ATTORNEY**	
Function	General	*
Activity	Judicial	
Fund	**General**	
Budget Unit	**0015370**	

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (7)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Salaries & Employee Benefits						
5000 Regular Salaries	140,804	150,725	160,422	160,422	166,898	
5001 Extra Help	0	0	0	0	0	
5002 Overtime	0	0	0			
5004 Retirement	47,180	49,222	48,366	48,331	54,000	
5007 Benefits	24,341	27,257	32,164	32,387	32,883	
Total Salaries & Benefits	**212,326**	**227,204**	**240,952**	**241,140**	**253,781**	**0**
Services & Supplies						
5106 Insurance	19,915	18,237	1,105	921	921	
5120 Communications	1,491	1,063	844	844	767	
5240 Maintenance Equipment	3,489	1,515	1,636	1,636	1,498	
5150 Memberships	2,618	3,544	1,848	1,848	1,807	
5160 Office Expense	1,978	1,960	1,091	1,091	1,134	
5165 Professional & Specialized	325	94	10,000	10,000	10,000	
5166 A87 Costs	23,823	26,248	31,890	31,890	14,038	
5174 Publications & Legal Notices	0	0	0	0	0	
5180 Rents & Leases - Building	1,200	0	1,200	1,200	1,200	
5187 Special Dept Expense	3,351	2,349	1,523	1,523	1,629	
5502 Transportation & Travel	1,138	9,387	3,231	3,231	3,103	
Total Services & Supplies	**59,329**	**64,396**	**54,368**	**54,184**	**36,096**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**271,655**	**291,600**	**295,320**	**295,324**	**289,877**	**0**
Number of Personnel Budgeted	1.6	1.4	1.4	1.4	1.4	1.4

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**PUBLIC DEFENDER**
Function	General
Activity	Judicial
Fund	**General**
Budget Unit	**0015380**

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (7)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Salaries & Employee Benefits						
5000 Regular Salaries						
5001 Extra Help						
5002 Overtime						
5002 Overtime	0	0	0	0		0
5007 Benefits						
Total Salaries & Benefits	**0**	**0**	**0**	**0**	**0**	**0**
Services & Supplies						
5106 Insurance	0	0	0			
5120 Communications	0	0	0			
5140 Maintenance Equipment	0	0	0			
5150 Memberships	0	0	0			
5160 Office Expense	0	0	0			
5166 A87 Costs	2,056	1,833	3,895	3,895	2,742	
5187 Special Dept Expense Murder	0	0	0			
5502 Transportation & Travel	0	0	0			
6051 Prof & Specialized Contract	72,112	58,774	76,800	76,800	76,800	
6052 Prof & Specialized Criminal	40,367	36,138	46,000	46,000	46,000	
Total Services & Supplies	**114,535**	**96,745**	**126,695**	**126,695**	**125,542**	**0**
Fixed Assets						
6228 Equipment						
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**114,535**	**96,745**	**126,695**	**126,695**	**125,542**	**0**

Number of Personnel Budgeted

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**LAW LIBRARY**
Function	General
Activity	Judicial
Fund	**General**
Budget Unit	**0015390**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (7)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Salaries & Employee Benefits						
5000 Regular Salaries						
5001 Extra Help						
5002 Overtime						
5007 Benefits						
Total Salaries & Benefits	**0**	**0**	**0**	**0**	**0**	**0**
Services & Supplies						
5106 Insurance						
5120 Communications						
5140 Maintenance Equipment						
5150 Memberships						
5160 Office Expense						
5165 Professional & Specialized						
5166 A87 Costs	(6)	0	(13)	(13)	0	
5174 Publications & Legal Notices						
5187 Special Dept Expense	0	0	0			
5502 Transportation & Travel						
Total Services & Supplies	**(6)**	**0**	**(13)**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment						
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**(6)**	**0**	**(13)**	**(13)**	**0**	**0**

Number of Personnel Budgeted

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**GRAND JURY**
Function	General
Activity	Judicial
Fund	**General**
Budget Unit	**0015400**

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (7)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Salaries & Employee Benefits						
5000 Regular Salaries						
5001 Extra Help						
5002 Overtime						
5007 Benefits						
Total Salaries & Benefits	**0**	**0**	**0**	**0**	**0**	**0**
Services & Supplies						
5106 Insurance						
5120 Communications						
5140 Maintenance Equipment						
5150 Memberships						
5160 Office Expense						
5165 Professional & Specialized						
5166 A87 Costs	2,650	(126)	706	706	5,062	
5174 Publications & Legal Notices						
5187 Special Dept Expense						
5136 Transportation & Travel	10,303	10,915	25,000	25,000	25,000	
Total Services & Supplies	**12,953**	**10,789**	**25,706**	**25,706**	**30,062**	**0**
Fixed Assets						
6228 Equipment	0					
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**12,953**	**10,789**	**25,706**	**25,706**	**30,062**	**0**

Number of Personnel Budgeted

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**CLERK-RECORDER**
Function	General
Activity	Judicial/Other
Fund	**General**
Budget Unit	**0015430**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (7)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Salaries & Employee Benefits						
5000 Regular Salaries	214,057	205,776	214,858	214,858	241,869	
5001 Extra Help	0	0	0	0	0	
5002 Overtime	0	696	0	0	0	
5004 Retirement	68,059	74,537	75,297	75,250	88,328	
5007 Benefits	56,685	54,369	59,392	59,888	61,955	
Total Salaries & Benefits	**338,801**	**335,379**	**349,547**	**349,996**	**392,151**	**0**
Services & Supplies						
5106 Insurance	1,647	1,629	2,223	1,869	1,869	
5120 Communications	54	387	135	135	171	
5140 Maintenance Equipment	0	696	213	213	271	
5150 Memberships	325	950	750	750	603	
5160 Office Expense	4,436	3,243	3,578	3,578	3,350	
5165 Professional & Specialized	0	0	0	0	0	
5166 A87 Costs	54,556	61,481	58,684	58,684	19,151	
5174 Publications & Legal Notices	0	104	32	32	40	
5187 Special Dept Expense	680	1,059	593	593	694	
5502 Transportation & Travel	756	775	1,398	699	872	
Total Services & Supplies	**62,454**	**70,323**	**67,606**	**66,553**	**27,020**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**401,255**	**405,702**	**417,153**	**416,549**	**419,171**	**0**
Number of Personnel Budgeted	3.0	3.0	3.0	3.0	3.0	3.0

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**SHERIFF-CORONER**
Function	Public Protection
Activity	Police Protection
Fund	**General**
Budget Unit	**0015450**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (7)	2020-21 PRELIMINARY (6)	2020-21 Final (7)	
Salaries & Employee Benefits							
5000 Regular Salaries	844,363	887,780	1,164,335	1,164,335	1,223,427		
5001 Extra Help	7,123	4,567	50,000	50,000	50,000		
5002 Overtime	136,780	250,801	86,194	86,194	86,194		
5003 Uniform Allowance	8,889	7,987	11,200	11,200	11,200		
5004 Retirement	337,827	370,390	462,525	462,451	527,034		
5007 Benefits	520,824	526,114	628,578	789,274	777,639		
Total Salaries & Benefits	**1,855,807**	**2,047,639**	**2,402,832**	**2,563,453**	**2,675,495**	**0**	
Services & Supplies							
5101 Medical, Dental & Lab Sup	0	0	0	0	0		
5106 Insurance	34,381	54,511	81,312	42,761	42,761		
5120 Communications	37,441	21,602	15,000	15,000	15,000		
5239 Maintenance Fuel & Oil	42,083	58,095	80,000	80,000	80,000		
5240 Maintenance Equipment	2,456	2,746	3,500	3,500	3,500		
5241 Maintenance Vehicles	16,537	62,036	22,000	22,000	22,000		
5242 Maintenance Communications Equi	4,780	12,863	25,000	25,000	25,000		
5150 Memberships	2,022	2,012	1,500	1,500	1,500		
5160 Office Expense	11,854	8,461	(20,695)	9,305	9,305		
5165 Professional & Specialized	73,182	64,543	42,668	42,668	42,668		*
5166 A87 Costs	304,646	277,054	225,128	225,128	59,201		
5174 Publications & Legal Notices	254	170	600	600	600		
5170 Outside County Council	0	0	0	0	0		
5175 Rent Equipment	1,639	(231)	600	600	600		
5187 Special Dept Expense	6,168	10,712	22,000	22,000	22,000		
5502 Transportation & Travel	10,305	19,643	60,000	30,000	30,000		
5195 Utilities	6,362	6,447	7,000	7,000	7,000		
Total Services & Supplies	**554,108**	**600,665**	**565,613**	**527,063**	**361,135**	**0**	
Other Charges							
6001 Range Program	0	0	0				
6002 Search & Rescue	0	0	0				
7724 Other	0	0	0				
Total Other Charges	**0**	**0**	**0**	**0**	**0**	**0**	
Fixed Assets							
6228 Equipment	0	0	0				
6229 Vehicles	26,005	0	0				
Total Fixed Assets	**26,005**	**0**	**0**	**0**	**0**	**0**	
BUDGET UNIT TOTAL	**2,435,921**	**2,648,303**	**2,968,445**	**3,090,516**	**3,036,630**	**0**	
Number of Personnel Budgeted	17.0	16.0	17.0	17.0	17.0	17.0	

* Motorola/Spillman $19k, $4K Cloud Server

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**MARINE PATROL**
Function	Public Protection
Activity	Police Protection
Fund	**General**
Budget Unit	**0015460**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (7)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Salaries & Employee Benefits						
5000 Regular Salaries	2,138	288	17,619	17,619	18,364	
5001 Extra Help	0	0	12,030	12,030	12,030	
5002 Overtime	33,131	18,937	475	475	475	
5003 Uniform Allowance	0	6	466	466	466	
5004 Retirement	2,611	3,202	6,590	6,590	7,404	
5007 Benefits	6,904	3,448	6,659	6,659	6,716	
Total Salaries & Benefits	**44,784**	**25,881**	**43,839**	**43,839**	**45,455**	**0**
Services & Supplies						
5106 Insurance	341	310	331	496	496	
5120 Communications	0	0	5,042	5,042	2,750	
5139 Maintenance Fuel & Oil	0	0	0	0	0	
5240 Maintenance Equipment	4,430	3,947	0	3,922	4,568	
5160 Office Expense	0	0	0	0	0	
5165 Professional & Specialized	0	1,063	485	485	844	
5166 A87 Costs	(192)	1,869	3,236	3,236	1,392	
5180 Rent	4,650	1,150	4,000	4,000	5,345	
5187 Special Dept Expense	1,332	937	2,849	2,849	2,791	
5502 Transportation & Travel	0	0	0	0	0	
Total Services & Supplies	**10,560**	**9,276**	**15,943**	**20,030**	**18,186**	**0**
Fixed Assets						
6229 Vehicle	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**55,344**	**35,157**	**59,782**	**63,869**	**63,640**	**0**
Number of Personnel Budgeted	0.3	0.3	0.3	0.3	0.3	0.3

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**ADA DRUG GRANT - OCJP**
Function	Public Protection
Activity	Police Protection
Fund	**General**
Budget Unit	**0015470**
	0015465

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (7)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Salaries & Employee Benefits						
5000 Regular Salaries	0	0	0			
5001 Extra Help	0	0	0			
5002 Overtime	0	0	0			
5003 Uniform Allowance	0	0	0			
5004 Retirement	0	0	0			0
5007 Benefits	0	0	0			0
Total Salaries & Benefits	**0**	**0**	**0**	**0**	**0**	**0**
Services & Supplies						
5106 Insurance	0	0	0			
5120 Communications	0	0	0			
5140 Maintenance Equipment	0	0	0			
5239 Maintenance Vehicles	0	0	0			
5155 Miscellaneous	0	0	0			
5160 Office Expense	0	0	0			
5165 Professional & Specialized	0	0	0			
5166 A87 Costs	0	174	0			
5187 Special Dept Expense	0	0	0			
5502 Transportation & Travel	0	0	0		0	
Total Services & Supplies	**0**	**174**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets		**0**	**0**			
BUDGET UNIT TOTAL	**0**	**174**	**0**	**0**	**0**	**0**
Number of Personnel Budgeted	1.00	1.00	0.80	0.00	0.00	0.00

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**CAL-GRANT - OCJP DRUGS**
Function	Public Protection
Activity	Police Protection
Fund	**General**
Budget Unit	**0015475**

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2017-18 ADOPTED** (7)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Salaries & Employee Benefits						
5000 Regular Salaries	0	0	0			
5001 Extra Help	0	0	0			
5002 Overtime	0	0	0			
5003 Uniform Allowance	0	0	0			
5007 Benefits	0	0	0			
Total Salaries & Benefits	**0**	**0**	**0**	**0**	**0**	**0**
Services & Supplies						
5106 Insurance	0	0	0			
5120 Communications	0	0	0			
5242 Maintenance Equipment	0	0	0			
5141 Maintenance Vehicles	0	0	0	0	0	0
5155 Miscellaneous	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
5174 Outside County Counsel	0	0	0	0	0	0
5187 Special Dept Expense	0	0	0	0	0	0
5502 Transportation & Travel	0	0	0	0	0	0
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
6229 Vehicles	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**

Number of Personnel Budgeted — Salaries & Benefits are budgeted in Sheriff's budget

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**JAIL**
Function	Public Protection
Activity	Detention & Corrections
Fund	**General**
Budget Unit	**0015480**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Salaries & Employee Benefits						
5000 Regular Salaries	0	0	0			
5001 Extra Help	0	0	0			
5002 Overtime	0	0	0			
5007 Benefits W/C	0	8,211	0			
Total Salaries & Benefits	**0**	**8,211**	**0**	**0**	**0**	**0**
Services & Supplies						
5101 Medical, Dental & Lab Sup	0	0	0			
5105 Clothing & Personal Supplies	0	0	0	0	0	
5106 Insurance	3,357	3,319	12,900	12,900	12,900	
5120 Communications	0	0	13	13	3	
5125 Food	0	0	500	500	500	
5131 Jail Supplies	0	0	0	0	0	
5140 Maintenance Equipment	0	0	0	0	0	
5160 Office Expense	0	0	0	0	0	
5165 Professional & Specialized	0	0	2,000	2,000	2,000	
5166 A87 Costs	40,092	56,948	41,843	41,843	12,607	
5187 Special Dept Expense	0	0	0	0	0	
5502 Transportation & Travel	0	0	0	0	0	
6040 Out of County Incarcerations	196,475	158,121	143,919	143,919	245,000	
Total Services & Supplies	**239,924**	**218,388**	**201,175**	**201,175**	**273,010**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
6026 Building	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**239,924**	**226,599**	**201,175**	**201,175**	**273,010**	**0**

Number of Personnel Budgeted — Salaries & Benefits are budgeted in Sheriff's budget

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**PROBATION**
Function	Public Protection
Activity	Detention & Corrections
Fund	**General**
Budget Unit	**0015490**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Salaries & Employee Benefits						
5000 Regular Salaries	290,595	303,963	331,104	331,104	340,183	
5001 Extra Help	0	0	0	0	0	
5002 Overtime	6,682	3,959	10,000	10,000	10,000	
5004 Retirement	97,330	116,904	144,943	144,929	161,977	
5007 Benefits	75,190	75,034	79,614	80,173	80,868	
Total Salaries & Benefits	**469,796**	**499,861**	**565,661**	**566,207**	**593,028**	**0**
Services & Supplies						
5106 Insurance	1,543	1,542	4,071	3,440	3,440	
5120 Communications	3,505	3,479	7,246	7,246	7,701	
5240 Maintenance Equipment	7,027	8,254	15,107	15,107	16,445	
5150 Memberships	329	1,095	1,276	1,276	1,461	
5160 Office Expense	10,653	6,578	18,565	18,565	19,372	
5165 Professional & Specialized	2,794	2,623	6,562	6,562	6,483	
5166 A87 Costs	58,580	67,500	59,630	59,630	24,396	
5174 Publications & Legal Notices	351	947	1,460	1,460	1,493	
5238 Utilities LP Gas	(91)	0	2,894	2,894	1,517	
5180 Rents & Leases Building	9,875	10,337	24,650	24,650	24,279	
5187 Special Dept Expense	818	3,848	10,220	10,220	7,056	
5502 Transportation & Travel	263	2,321	2,124	2,124	2,547	
6041 Care of Juvenile Wards	540	0	7,980	7,980	7,980	
Total Services & Supplies	**96,188**	**108,522**	**161,785**	**161,154**	**124,170**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
6229 Vehicles	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**565,983**	**608,383**	**727,446**	**727,360**	**717,198**	**0**
Number of Personnel Budgeted	3.0	3.0	4.0	4.0	4.0	4.0

* this budget is funded by Grants and Realignment.

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**VICTIM-WITNESS**
Function	Public Protection
Activity	Other Assistance
Fund	**General**
Budget Unit	**0015510**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Salaries & Employee Benefits						
5000 Regular Salaries	59,920	52,158	42,476	42,476	44,271	
5001 Extra Help	0	0	0			
5002 Overtime	0	0	0			
5004 Retirement	17,124	17,623	17,465	17,456	19,216	
5007 Benefits	17,354	14,835	12,512	12,620	12,757	
Total Salaries & Benefits	**94,398**	**84,616**	**72,453**	**72,552**	**76,244**	**0**
Services & Supplies						
5106 Insurance	220	232	334	271	271	
5120 Communications	323	700	793	793	617	
5240 Maintenance Equipment	33	1,907	847	847	947	
5150 Memberships	0	0	0	0	0	
5160 Office Expense	0	5,443	4,919	4,919	3,520	
5165 Professional & Specialized	0	0	208	208	71	
5166 A87 Costs	9,778	13,132	9,280	9,280	5,873	
5180 Rents & Leases Building	0	0	0	0	0	
5187 Special Dept Expense	0	0	4,000	4,000	4,000	
5502 Transportation & Travel	2,663	4,596	2,427	2,427	3,290	
5195 Utilities	0	0	0	0	0	
Total Services & Supplies	**13,016**	**26,010**	**22,808**	**22,745**	**18,588**	**0**
Fixed Assets						
6229 Vehicle	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**107,414**	**110,626**	**95,261**	**95,297**	**94,832**	**0**
Number of Personnel Budgeted	1.0	1.0	1.0	0.7	0.7	0.7

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**BUILDING INSPECTION**
Function	Public Protection
Activity	Protective Inspections
Fund	**General**
Budget Unit	**0015520**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Salaries & Employee Benefits						
5000 Regular Salaries	102,619	109,478	122,139	122,139	129,589	
5001 Extra Help	0	0	0			
5002 Overtime	0	0	0			
5004 Retirement	39,425	43,543	48,451	48,425	53,847	
5007 Benefits	33,191	34,126	33,650	33,981	34,551	
Total Salaries & Benefits	**175,234**	**187,147**	**204,240**	**204,544**	**217,986**	**0**
Services & Supplies						
5106 Insurance	877	873	1,266	1,033	1,033	
5120 Communications	3	186	300	300	300	
5240 Maintenance Equipment	1,187	1,420	2,310	2,310	2,310	
5150 Memberships	210	0	1,550	1,550	1,550	
5160 Office Expense	4,013	4,215	2,180	2,180	2,180	
5165 Professional & Specialized	12,550	12,130	7,000	7,000	7,000	
5166 A87 Costs	27,636	42,852	38,137	38,137	7,583	
5168 Administration from Public Works	1,722	2,369	200	200	200	
5174 Publications	0	0	1,100	1,100	1,100	
5180 Rents & Leases Building	0	0	0			
5187 Special Dept Expense	860	862	4,000	4,000	4,000	
5502 Transportation & Travel	2,614	302	6,000	3,000	3,000	
5195 Utilities	0	0	0			
Total Services & Supplies	**51,671**	**65,208**	**64,043**	**60,809**	**30,255**	**0**
Fixed Assets						
6229 Vehicle	0	0	0			
6229 Vehicle	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**226,906**	**252,355**	**268,283**	**265,353**	**248,241**	**0**
Number of Personnel Budgeted	3	2	2	2	2	2

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**AGRICULTURE COMMISSIONER**
Function	Public Protection
Activity	Protective Inspection
Fund	**General**
Budget Unit	**0015530**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)	
Salaries & Employee Benefits							
5000 Regular Salaries							
5001 Extra Help							
5002 Overtime							
5007 Benefits							
Total Salaries & Benefits	**0**	**0**	**0**	**0**	**0**	**0**	
Services & Supplies							
5106 Insurance							
5120 Communications							
5140 Maintenance Equipment							
5150 Memberships							
5160 Office Expense							
5165 Professional & Specialized	46,441	47,343	47,500	47,500	47,500		
5166 A87 Costs	622	970	1,517	1,517	731		
5174 Publications & Legal Notices							
5187 Special Dept Expense	0	0	0				
5502 Transportation & Travel							
Total Services & Supplies	**47,063**	**48,313**	**49,017**	**49,017**	**48,231**	**0**	
Fixed Assets							
6228 Equipment	0	0	7,500	7,500	7,500		*
Total Fixed Assets	**0**	**0**	**7,500**	**7,500**	**7,500**	**0**	
BUDGET UNIT TOTAL	**47,063**	**48,313**	**56,517**	**56,517**	**55,731**	**0**	

*** Purchase of new weight Cart**

Number of Personnel Budgeted

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**OFFICE OF EMERGENCY SERVICES**
Function	Public Protection
Activity	Other Protection
Fund	**General**
Budget Unit	**0015550**

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Salaries & Employee Benefits						
5000 Regular Salaries	71,794	73,789	76,859	76,859	68,364	
5001 Extra Help	0	0	0			
5002 Overtime	0	0	0			
5004 Retirement	20,166	22,705	24,091	24,074	23,421	
5007 Benefits	19,828	20,189	20,748	20,930	20,280	
Total Salaries & Benefits	**111,788**	**116,682**	**121,698**	**121,863**	**112,066**	**0**
Services & Supplies						
5106 Insurance	339	343	500	397	397	
5120 Communications	0	0	0	0	0	
5130 House Hold	0	0	0	0	0	
5240 Maintenance Equipment	2,759	2,863	2,609	2,609	2,222	
5150 Memberships	75	0	42	42	32	
5160 Office Expense	2,892	3,425	2,741	2,741	2,445	
5165 Professional & Specialized	0	0	2,000	2,000	2,000	
5166 Costs Allocation	11,176	14,029	16,376	16,376	6,024	
5168 Administration from Public Works	3,110	6,245	3,843	3,843	3,563	
5174 Publications & Legal Notices	0	0	0	0	0	
5507 Management Approved Meals	0	0	49	49	13	
5502 Transportation & Travel	1,885	2,189	2,740	1,370	1,839	
Total Services & Supplies	**22,236**	**29,094**	**30,900**	**29,428**	**18,536**	**0**
OTHER						
6515 Grants	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**134,023**	**145,776**	**152,598**	**151,291**	**130,601**	**0**
Number of Personnel Budgeted	0.5	0.5	0.5	0.5	0.5	0.5

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**PLANNING DEPT.**
Function	Public Protection
Activity	Other Protection
Fund	**General**
Budget Unit	**0015560**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)	
Salaries & Employee Benefits							
5000 Regular Salaries	189,147	176,477	231,419	231,419	222,718		
5001 Extra Help	0	0	0				
5002 Overtime	2,145	1,819	0				
5004 Retirement	66,795	73,149	81,098	81,048	84,390		
5007 Benefits	44,506	39,339	57,882	58,354	55,379		
Total Salaries & Benefits	**302,592**	**290,785**	**370,399**	**370,822**	**362,487**	**0**	
Services & Supplies							
5106 Insurance	2,206	2,120	9,326	1,264	1,264		
5120 Communications	624	440	48	48	48		
5240 Maintenance Equipment	3,226	297	4,395	4,395	4,395		
5150 Memberships	681	658	998	998	998		
5160 Office Expense	5,073	5,766	8,628	8,628	8,628		
5165 Professional & Specialized	0	0	0				
5166 A87 Costs	50,449	54,655	52,862	52,862	9,836		
5174 Publications & Legal Notices	323	109	1,000	1,000	1,000		
5180 Rents	0	0	0	0	0		
5168 Administration from Public Works	1,742	1,247	1,600	1,600	1,600		
5187 Special Dept Expense	6,336	5,781	90,000	90,000	90,000		*
5197 Refund	0	0	0				
5502 Transportation & Travel	3,241	2,851	2,900	2,900	2,900		
5195 Utility	0	0	0				
6042 Planning Commission	1,275	1,475	5,000	5,000	5,000		
6043 Planning Comm. Mileage	368	502	1,000	1,000	1,000		
Total Services & Supplies	**75,543**	**75,899**	**177,757**	**169,695**	**126,669**	**0**	
Fixed Assets							
6229 Vehicle	0	0	0				
6134 General Plan	25,141	4,529	95,335	95,335	95,335		
Total Fixed Assets	**25,141**	**4,529**	**95,335**	**95,335**	**95,335**	**0**	
BUDGET UNIT TOTAL	**403,277**	**371,212**	**643,491**	**635,852**	**584,491**	**0**	
Number of Personnel Budgeted	3.4	3.4	2.9	2.9	2.9	2.9	

* $5k for RCD; $25k Lakes Basisn Plan, Housing Element $50k, SVGWMD $10k

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**LAFCO**
Function	Public Protection
Activity	Other Protection
Fund	**General**
Budget Unit	**0015570**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Salaries & Employee Benefits						
5000 Regular Salaries						
5001 Extra Help						
5002 Overtime						
5007 Benefits			0			
Total Salaries & Benefits	**0**	**0**	**0**	**0**	**0**	**0**
Services & Supplies						
5106 Insurance	0	0	0			
5120 Communications	0	0	0			
5140 Maintenance Equipment	0	0	0			
5150 Memberships	0	0	1,000	1,000	1,000	
5160 Office Expense	63	125	93	93	93	
5165 Professional & Specialized	0	1,075	0			
5166 A87 Costs	(8)	41	87	87	771	
5168 Administration from Public Works	0	0	0			
5174 Publications & Legal Notices	0	0	0			
5187 Special Dept Expense	0	0	5,000	5,000	5,000	
5502 Transportation & Travel	1,750	0	0			
Total Services & Supplies	**1,805**	**1,241**	**6,180**	**6,180**	**6,864**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**1,805**	**1,241**	**6,180**	**6,180**	**6,864**	**0**

Number of Personnel Budgeted

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**ANIMAL CONTROL**
Function	Public Protection
Activity	Other Protection
Fund	**General**
Budget Unit	**0015650**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
						*
Salaries & Employee Benefits						
5000 Regular Salaries	0	0	0			
5001 Extra Help	0	0	0			
5002 Overtime	0	0	0			
5004 Retirement	661	675	693	693	709	
5007 Benefits	0	0	0	0	0	0
Total Salaries & Benefits	**661**	**675**	**693**	**693**	**709**	**0**
Services & Supplies						
5106 Insurance	0	0	0			
5120 Communications	0	0	0			
5140 Maintenance Equipment	0	0	0			
5150 Memberships	0	0	0			
5160 Office Expense	0	0	0			
5165 Professional & Specialized	3,135	1,535	7,000	7,000	7,000	
5166 A87 Costs	303	57	0	0	0	0
5174 Publications & Legal Notices	0	0	0			
5187 Special Dept Expense	0	500	0			
5502 Transportation & Travel	0	0	0			
Total Services & Supplies	**3,438**	**2,092**	**7,000**	**7,000**	**7,000**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**4,099**	**2,767**	**7,693**	**7,693**	**7,709**	**0**

Number of Personnel Budgeted

* Predator Control

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**COUNTY FREE LIBRARY**
Function	Education
Activity	Library
Fund	**General**
Budget Unit	**0015900**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Salaries & Employee Benefits						
5000 Regular Salaries						
5001 Extra Help					13,275	
5002 Overtime						
5007 Benefits					1,206	
Total Salaries & Benefits	**0**	**0**	**0**	**0**	**14,481**	**0**
Services & Supplies						
5106 Insurance	0	0	0			
5120 Communications	0	0	0			
5140 Maintenance Equipment	0	0	0			
5150 Memberships	0	0	0			
5160 Office Expense	0	0	0			
5165 Professional & Specialized	23,000	23,000	32,000	32,000	20,000	
5166 A87 Costs	352	400	672	672	310	
6403 Local Library	0	0	0			
	0	0	0			
	0	0	0			
	0	0	0			
Total Services & Supplies	**23,352**	**23,400**	**32,672**	**32,672**	**20,310**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**23,352**	**23,400**	**32,672**	**32,672**	**34,791**	**0**

Number of Personnel Budgeted

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**FARM ADVISOR**
Function	Education
Activity	Agricultural Education
Fund	**General**
Budget Unit	**0015910**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Salaries & Employee Benefits						
5000 Regular Salaries						
5001 Extra Help						
5002 Overtime						
5007 Benefits						
Total Salaries & Benefits	**0**	**0**	**0**	**0**	**0**	**0**
Services & Supplies						
5106 Insurance	0	0	0			
5120 Communications	0	0	0			
5140 Maintenance Equipment	0	0	0			
5150 Memberships	0	0	0			
5160 Office Expense	0	0	0			
5165 Professional & Specialized	21,473	22,592	25,000	25,000	25,000	
5166 A87 Costs	400	468	625	625	310	
5174 Publications & Legal Notices	0	0	0			
5187 Special Dept Expense	0	0	0			
5502 Transportation & Travel	0	0	0			
Total Services & Supplies	**21,873**	**23,060**	**25,625**	**25,625**	**25,310**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**21,873**	**23,060**	**25,625**	**25,625**	**25,310**	**0**

Number of Personnel Budgeted

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**MISC. REBATES & REFUNDS**
Function	General
Activity	Other General
Fund	**General**
Budget Unit	**0015920**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Services & Supplies						
5106 Insurance	0	0	0			
5120 Communications	0	0	0			
5140 Maintenance Equipment	0	0	0			
5150 Memberships	0	0	0			
5160 Office Expense	0	0	1,700			
5165 Professional & Specialized	0	0	0			
5166 A87 Costs	(94)	(73)	0	0	(17)	
5174 Publications & Legal Notices	0	0	0			
5187 Special Dept Expense	0	0	0	0	0	
5197 Rebates & Refunds	0	0	1,700	1,700	1,700	
Total Services & Supplies	**(94)**	**(73)**	**3,400**	**1,700**	**1,683**	**0**
Fixed Assets						
6228 Equipment			0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**(94)**	**(73)**	**3,400**	**1,700**	**1,683**	**0**

Number of Personnel Budgeted

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Tax & Revenue Anticipation Note**
Function	Debt Service
Activity	Interest on Notes
Fund	**General**
Budget Unit	**0015930**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Salaries & Employee Benefits						
5000 Regular Salaries	0	0	0			
5001 Extra Help			0			
5002 Overtime			0			
5007 Benefits			0			
Total Salaries & Benefits	**0**	**0**	**0**	**0**	**0**	**0**
Services & Supplies						
5165 Professional & Specialized	0	0	0			
5166 A87 Costs	0	0	0		0	
5196 Interest	0	0	0			
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment						
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**

Number of Personnel Budgeted

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**AB8 EQUALIZATION**
Function	General
Activity	Other General
Fund	**General**
Budget Unit	**0015940**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)	*
Services & Supplies							
5106 Insurance	0	0	0				
5120 Communications	0	0	0				
5140 Maintenance Equipment	0	0	0				
5150 Memberships	0	0	0				
5160 Office Expense	0	0	0				
5165 Professional & Specialized	0	0	0				
5166 A87 Costs	(142)	0	0		0	0	
5174 Publications & Legal Notices	0	0	0				
5187 Special Dept Expense	0	0	0				
7000 Ambulance	0	0	0				
7001 Fire Services	0	0	0				
Total Services & Supplies	**(142)**	**0**	**0**	**0**	**0**	**0**	
BUDGET UNIT TOTAL	**(142)**	**0**	**0**	**0**	**0**	**0**	

Number of Personnel Budgeted

* This Department was established for the purpose of addressing the inequities in the AB8 Property Tax Distribution. Resolution 2000-139

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**PUBLIC WORKS**
Function	General
Activity	Other General
Fund	**General**
Budget Unit	**0015950**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (7)	2020-21 PRELIMINARY (6)	2020-21 Final (7)	
Services & Supplies							
5106 Insurance	0	0	0				
5163 Office	1,165	0	0				
5140 Maintenance Equipment	0	0	0				
5168 Administration from Public Works	49,772	29,541	0				
5155 Misc Costs	3,663	263	44,079	44,079	44,079		
5165 Professional & Specialized	4,756	375	70,000	70,000	40,000		*
5166 A87 Costs	1,110	4,645	2,108	2,108	(11)		
5174 Publications & Legal Notices	0	0	0				
5187 Special Dept Expense	306	1,697	500,000	500,000	500,000		#
6234 Capital Lease - Equipment	0	0	0				
6235 Capital Lease Interest Expense	0	0	0				
Total Services & Supplies	**60,772**	**36,522**	**616,187**	**616,187**	**584,068**	**0**	
BUDGET UNIT TOTAL	**60,772**	**36,522**	**616,187**	**616,187**	**584,068**	**0**	

Number of Personnel Budgeted

#	# N. Yuba Forest Health & Resilience
*	This Department was established for the purpose of addressing the costs incurred by the Road Department when doing Public Works Projects

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**1/2 Cent Sales Tax for Safety**
Function	Public Protection
Activity	Police Protection
Fund	**Special Revenue**
Budget Unit	**8360000**

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)	*
Services & Supplies							
5106 Insurance	0	0	0				
5120 Communications	0	0	0				
5140 Maintenance Equipment	0	0	0				
5150 Memberships	0	0	0				
5160 Office Expense	0	0	0				
5165 Professional & Specialized	0	0	0				
5166 A87 Costs	0	0	0				
5174 Publications & Legal Notices	0	0	0				
5187 Special Dept Expense	0	0	0				
7000 Ambulance	0	0	0				
7001 Fire Services	0	0	0				
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**	
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**	
memo: Transferes Out				120,000	100,000	0	

Number of Personnel Budgeted

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**ROAD**
Function	Public Ways & Facilities
Activity	Transportation
Fund	**Road**
Budget Unit	**0313010**

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Salaries & Employee Benefits						
5000 Regular Salaries	975,813	1,112,022	1,376,950	1,376,950	1,429,943	
5001 Extra Help	2,508	21,338	3,417	3,417	3,417	
5002 Overtime	19,894	54,993	20,000	20,000	20,000	
5004 Retirement	401,889	450,315	527,053	526,753	579,204	
5007 Benefits	360,273	382,589	432,636	405,844	410,560	
Total Salaries & Benefits	**1,760,376**	**2,021,256**	**2,360,056**	**2,332,964**	**2,443,124**	**0**
Services & Supplies						
5105 Clothing	1,815	5,038	4,999	4,999	4,999	
5106 Insurance	48,540	45,937	76,545	112,983	112,983	
5120 Communications	7,217	6,865	6,500	6,500	6,500	
5130 Household Expenses	7,337	7,337	4,500	4,500	4,500	
5239 Maintenance Fuel	101,792	158,224	110,000	110,000	110,000	
5242 Maintenance Communications	1,759	5,216	2,000	2,000	2,000	
5243 Maintenance Parts	74,072	65,159	65,000	65,000	65,000	
5241 Maintenance Vehicles	20,141	139,446	25,000	25,000	25,000	
5244 Maintenance Tiers	16,155	44,485	20,000	20,000	20,000	
5150 Memberships	942	1,166	1,000	1,000	1,000	
5155 Miscellaneous	12,904	15,156	15,000	15,000	15,000	
5160 Office Expense	7,858	10,466	10,000	10,000	10,000	
5165 Professional & Specialized	15,400	23,443	20,000	20,000	20,000	
5166 A-87 COSTS	168,848	195,374	202,574	202,574	262,434	
5174 Publications & Legal Notices	361	338	500	500	500	
5185 Small Tools	9,716	12,243	5,000	5,000	5,000	
5187 Special Department Expenses	12,946	26,369	38,469	38,469	38,469	
5502 Transportation & Travel	0	3,968	5,000	5,000	5,000	
5238 Utilities LP Gas	13,833	15,142	15,000	15,000	15,000	
5195 Utilities Electricity	17,348	18,745	20,000	20,000	20,000	
Total Services & Supplies	**538,984**	**800,119**	**647,087**	**683,525**	**743,385**	**0**
OTHER						
7725 Professional & Specialized	37,351	13,710	149,999	149,999	25,769	
7726 Special Dept Expense	548,370	316,007	732,913	732,913	261,896	
6127 Employment Services	0	0	4,673	4,673		
9999 Reimburs Costs	0	0	0			
6234 Capital Lease - Equipment	1,735	1,226	1,999	1,999	1,999	
6235 Capital Lease Interest Expense	130	61	0			
Total Other	**587,587**	**331,004**	**889,584**	**889,584**	**289,664**	**0**
Fixed Assets						
6228 Equipment	0	0	25,000	25,000		
6230 Computers	0	0	0			
6229 Vehicles	0	0	270,000	270,000		
Total Fixed Assets	**0**	**0**	**295,000**	**295,000**	**0**	**0**
BUDGET UNIT TOTAL	**2,886,947**	**3,152,378**	**4,191,727**	**4,201,073**	**3,476,173**	**0**
memo: Transferes Out				0	0	0
Number of Personnel Budgeted	20.5	20.5	20.5	20.5	20.5	20.5

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**STP: JIM CROW**
Function	Public Ways & Facilities
Activity	Transportation
Fund	**031 Road**
Budget Unit	**0321006**

FINANCING USES CLASSIFICATION (1)		2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Services & Supplies							
5187	Special Dept Expense	0	0	0			
9200	SCTC GEN ADMIN	0	0	0			
9201	OWP WORK ELEM 1	0	0	0			
9202	OWP WORK ELEM 2	0	0	0			
9203	OWP WORK ELEM 3	0	0	0			
9204	OWP WORK ELEM 4	0	0	0			
9205	OWP WORK ELEM 5	0	0	0			
9206	OWP WORK ELEM 6	0	0	0			
9207	OWP WORK ELEM 7	0	0	0			
9209	PROG, PLAN & MONITOR	0	0	0			
9210	GEN ADMIN STP & TEA	0	0	0			
9211	PHASE 1 STP OR TEA	0	0	0			
9212	PHASE 2 STP OR TEA	0	0	24,000	24,000	24,000	
9213	PHASE 3 STP OR TEA	0	0	0			
9214	PHASE 4 STP OR TEA	281,781	0	0			
	Total Services & Supplies	**281,781**	**0**	**24,000**	**24,000**	**24,000**	**0**
Fixed Assets							
6228 Equipment							
6229 Vehicles							
7600 Capital Improve. Fund Transfer							
	Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL		**281,781**	**0**	**24,000**	**24,000**	**24,000**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**STP: PACKER LAKE**
Function	Public Ways & Facilities
Activity	Transportation
Fund	**031 Road**
Budget Unit	**0321007**

FINANCING USES CLASSIFICATION (1)		2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Services & Supplies							
5187	Special Dept Expense	0	0	0			
9200	SCTC GEN ADMIN	0	0	0			
9201	OWP WORK ELEM 1	0	0	0			
9202	OWP WORK ELEM 2	0	0	0			
9203	OWP WORK ELEM 3	0	0	0			
9204	OWP WORK ELEM 4	0	0	0			
9205	OWP WORK ELEM 5	0	0	0			
9206	OWP WORK ELEM 6	0	0	0			
9207	OWP WORK ELEM 7	0	0	0			
9209	PROG, PLAN & MONITOR	0	0	0			
9210	GEN ADMIN STP & TEA	0	0	0			
9211	PHASE 1 STP OR TEA	75,705	35,950	378,000	378,000	378,000	
9212	PHASE 2 STP OR TEA	939	486	0			
9213	PHASE 3 STP OR TEA	0	0	0			
9214	PHASE 4 STP OR TEA	0	0	0			
	Total Services & Supplies	**76,644**	**36,436**	**378,000**	**378,000**	**378,000**	**0**
Fixed Assets							
6228 Equipment							
6229 Vehicles							
7600 Capital Improve. Fund Transfer							
	Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL		**76,644**	**36,436**	**378,000**	**378,000**	**378,000**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**STP: SMITHNECK RD**
Function	Public Ways & Facilities
Activity	Transportation
Fund	**031 Road**
Budget Unit	**0321028**

FINANCING USES CLASSIFICATION (1)		**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies							
5187	Special Dept Expense	0	0	0			
9200	SCTC GEN ADMIN	0	0	0			
9201	OWP WORK ELEM 1	0	0	0			
9202	OWP WORK ELEM 2	0	0	0			
9203	OWP WORK ELEM 3	0	0	0			
9204	OWP WORK ELEM 4	0	0	0			
9205	OWP WORK ELEM 5	0	0	0			
9206	OWP WORK ELEM 6	0	0	0			
9207	OWP WORK ELEM 7	0	0	0			
9209	PROG, PLAN & MONITOR	0	0	0			
9210	GEN ADMIN STP & TEA	0	0	0			
9211	PHASE 1 STP OR TEA	0	0	0			
9212	PHASE 2 STP OR TEA	0	0	0		0	
9213	PHASE 3 STP OR TEA	0	0	0			
9214	PHASE 4 STP OR TEA	0	0	15,000	15,000	15,000	
	Total Services & Supplies	**0**	**0**	**15,000**	**15,000**	**15,000**	**0**
Fixed Assets							
6228 Equipment							
6229 Vehicles							
7600 Capital Improve. Fund Transfer							
	Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL		**0**	**0**	**15,000**	**15,000**	**15,000**	**0**

COUNTY OF SIERRA	Budget Name	**STP: SALMON LAKE**
STATE OF CALIFORNIA	Function	Public Ways & Facilities
	Activity	Transportation
FISCAL YEAR 2020-21	Fund	**031 Road**
	Budget Unit	**0321008**

FINANCING USES CLASSIFICATION (1)		**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies							
5187	Special Dept Expense	0	0	0			
9200	SCTC GEN ADMIN	0	0	0			
9201	OWP WORK ELEM 1	0	0	0			
9202	OWP WORK ELEM 2	0	0	0			
9203	OWP WORK ELEM 3	0	0	0			
9204	OWP WORK ELEM 4	0	0	0			
9205	OWP WORK ELEM 5	0	0	0			
9206	OWP WORK ELEM 6	0	0	0			
9207	OWP WORK ELEM 7	0	0	0			
9209	PROG, PLAN & MONITOR	0	0	0			
9210	GEN ADMIN STP & TEA	0	0	0			
9211	PHASE 1 STP OR TEA	43,383	33,157	140,000	140,000	140,000	
9212	PHASE 2 STP OR TEA	1,843	1,305	0			
9213	PHASE 3 STP OR TEA	0	0	0			
9214	PHASE 4 STP OR TEA	0	0	0			
	Total Services & Supplies	**45,226**	**34,462**	**140,000**	**140,000**	**140,000**	**0**
Fixed Assets							
6228 Equipment							
6229 Vehicles							
7600 Capital Improve. Fund Transfer							
	Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**

BUDGET UNIT TOTAL	**45,226**	**34,462**	**140,000**	**140,000**	**140,000**	**0**

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**STP: INDEPENDENCE**
Function	Public Ways & Facilities
Activity	Transportation
Fund	**031 Road**
Budget Unit	**0321026**

FINANCING USES CLASSIFICATION (1)		**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies							
5187	Special Dept Expense	0	0	0			
9200	SCTC GEN ADMIN	0	0	0			
9201	OWP WORK ELEM 1	0	0	0			
9202	OWP WORK ELEM 2	0	0	0			
9203	OWP WORK ELEM 3	0	0	0			
9204	OWP WORK ELEM 4	0	0	0			
9205	OWP WORK ELEM 5	0	0	0			
9206	OWP WORK ELEM 6	0	0	0			
9207	OWP WORK ELEM 7	0	0	0			
9209	PROG, PLAN & MONITOR	0	0	0			
9210	GEN ADMIN STP & TEA	0	0	0			
9211	PHASE 1 STP OR TEA	0	0	132,795	132,795	132,795	
9212	PHASE 2 STP OR TEA	0	0	0			
9213	PHASE 3 STP OR TEA	0	0	0			
9214	PHASE 4 STP OR TEA	0	0	0		0	
	Total Services & Supplies	**0**	**0**	**132,795**	**132,795**	**132,795**	**0**
Fixed Assets							
6228 Equipment							
6229 Vehicles							
7600 Capital Improve. Fund Transfer							
	Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL		**0**	**0**	**132,795**	**132,795**	**132,795**	**0**

COUNTY OF SIERRA STATE OF CALIFORNIA FISCAL YEAR 2020-21	Budget Name Function Activity Fund Budget Unit	**STP: PLUMBAGO** Public Ways & Facilities Transportation **031 Road** **0321027**

FINANCING USES CLASSIFICATION (1)		2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)	
Services & Supplies								
5187	Special Dept Expense	0	0	0				
9200	SCTC GEN ADMIN	0	0	0				
9201	OWP WORK ELEM 1	0	0	0				
9202	OWP WORK ELEM 2	0	0	0				
9203	OWP WORK ELEM 3	0	0	0				
9204	OWP WORK ELEM 4	0	0	0				
9205	OWP WORK ELEM 5	0	0	0				
9206	OWP WORK ELEM 6	0	0	0				
9207	OWP WORK ELEM 7	0	0	0				
9209	PROG, PLAN & MONITOR	0	0	0				
9210	GEN ADMIN STP & TEA	0	0	0				0
9211	PHASE 1 STP OR TEA	89,931	31,229	264,000	264,000	264,000		
9212	PHASE 2 STP OR TEA	497	801	0				
9213	PHASE 3 STP OR TEA	0	0	0				
9214	PHASE 4 STP OR TEA	0	0	0				
	Total Services & Supplies	**90,428**	**32,030**	**264,000**	**264,000**	**264,000**	**0**	
Fixed Assets								
6228 Equipment								
6229 Vehicles								
7600 Capital Improve. Fund Transfer								
	Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**	
BUDGET UNIT TOTAL		**90,428**	**32,030**	**264,000**	**264,000**	**264,000**	**0**	

COUNTY OF SIERRA STATE OF CALIFORNIA FISCAL YEAR 2020-21	Budget Name Function Activity Fund Budget Unit	**STP: SMITHNECK BIKE PATH** Public Ways & Facilities Transportation **031 Road** **0321029**

FINANCING USES CLASSIFICATION (1)		**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies							
5187	Special Dept Expense	0	0	0			
9200	SCTC GEN ADMIN	0	0	0			
9201	OWP WORK ELEM 1	0	0	0			
9202	OWP WORK ELEM 2	0	0	0			
9203	OWP WORK ELEM 3	0	0	0			
9204	OWP WORK ELEM 4	0	0	0			
9205	OWP WORK ELEM 5	0	0	0			
9206	OWP WORK ELEM 6	0	0	0			
9207	OWP WORK ELEM 7	0	0	0			
9209	PROG, PLAN & MONITOR	0	0	0			
9210	GEN ADMIN STP & TEA	0	0	0			
9211	PHASE 1 STP OR TEA	0	0	0			
9212	PHASE 2 STP OR TEA	0	0	0			
9213	PHASE 3 STP OR TEA	0	0	0			
9214	PHASE 4 STP OR TEA	0	0	50,000	50,000	50,000	
	Total Services & Supplies	**0**	**0**	**50,000**	**50,000**	**50,000**	**0**
Fixed Assets							
6228 Equipment							
6229 Vehicles							
7600 Capital Improve. Fund Transfer							
	Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL		**0**	**0**	**50,000**	**50,000**	**50,000**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**HEALTH**
Function	Health & Sanitation
Activity	Health
Fund	**Human Services**
Budget Unit	**0515610**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Salaries & Employee Benefits						
5000 Regular Salaries	584,882	597,645	649,173	649,173	665,366	
5001 Extra Help	2,505	30,851	38,899	38,899	38,899	
5002 Overtime	679	13,176	3,000	3,000	3,000	
5004 Retirment	157,708	177,344	193,115	192,973	213,685	
5007 Benefits	181,289	183,133	201,392	206,926	203,064	
Total Salaries & Benefits	**927,063**	**1,002,149**	**1,085,579**	**1,090,970**	**1,124,014**	**0**
Services & Supplies						
5106 Insurance	12,281	9,350	19,867	17,935	17,935	
5120 Communications	19,841	19,840	19,401	19,401	19,401	
5240 Maintenance Equipment	15,671	5,832	3,240	3,240	3,240	
5245 Maintenance Building	2,330	2,429	5,011	5,011	5,011	
5150 Memberships	5,615	7,396	5,700	5,700	5,700	
5160 Office Expense	9,542	28,497	15,300	15,300	15,300	
5165 Professional & Specialized	177,442	142,059	236,154	236,154	177,290	
5166 A87 Costs	140,106	133,625	111,725	111,725	133,865	
5174 Publications & Legal Notices	4,089	3,036	5,000	5,000	5,000	
5175 Rents & Leases Equipment	1,728	2,842	2,000	2,000	2,000	
5180 Rents Building	9,010	3,925	9,400	9,400	9,400	
5187 Special Dept Expense	46,502	58,621	160,995	180,245	180,245	
5502 Transportation & Travel	624	26,926	38,500	19,250	19,250	
5238 Utilities LP Gas	2,920	3,376	3,000	3,000	3,000	
5195 Utilities Electricity	7,623	6,913	5,419	5,419	5,419	
7602 LPHSS	0	12,000	9,639	9,639	9,639	
5337 CUPA Surcharge	2,534	8,441	3,500	3,500	3,500	
Total Services & Supplies	**457,858**	**475,110**	**653,851**	**651,918**	**615,194**	**0**
Fixed Assets						
6229 Vehicles	0	0	0			
6228 Equipment	0	11,278	0			
6026 Building	0	0	0	0	0	0
Total Fixed Assets	**0**	**11,278**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**1,384,921**	**1,488,536**	**1,739,430**	**1,742,888**	**1,739,208**	**0**
Number of Personnel Budgeted	9.51	12.34	8.12	10.44	10.44	10.44
Memo: Transferes out						

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**BEHAVIORAL HEALTH**
Function	Health & Sanitation
Activity	Health
Fund	**Human Services**
Budget Unit	**0515670**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)	
Salaries & Employee Benefits							
5000 Regular Salaries	759,398	822,319	1,160,653	1,160,653	1,115,170		
5001 Extra Help	42,591	40,018	63,590	63,590	63,590		
5002 Overtime	2,688	1,554	8,400	8,400	8,400		
5004 Retirment	252,026	285,339	367,839	367,586	382,100		
5007 Benefits	253,712	265,684	352,098	349,818	346,338		
Total Salaries & Benefits	**1,310,414**	**1,414,914**	**1,952,580**	**1,950,047**	**1,915,598**	**0**	
Services & Supplies							
5106 Insurance	17,447	10,953	19,917	18,838	18,838		
5120 Communications	19,311	17,989	18,176	18,176	18,176		
5240 Maintenance Equipment	17,508	16,809	8,500	8,500	8,500		*
5245 Maintenance Building	7,454	8,544	7,634	7,634	7,634		
5150 Memberships	7,299	12,501	16,100	16,100	16,100		
5160 Office Expense	18,548	33,995	15,550	15,550	15,550		
5165 Professional & Specialized	539,554	531,186	934,844	934,844	934,844		
5166 A87 Costs	125,902	145,331	147,881	147,881	312,750		
5387 Full Service Partnership	154,567	180,138	0				
5174 Publications & Legal Notices	1,121	1,963	1,500	1,500	1,500		
5175 Rents & Leases Equipment	3,979	4,298	4,052	4,052	4,052		**
5180 Rents Building	14,390	22,869	20,959	20,959	20,959		
5187 Special Dept Expense	125,633	36,062	(40,220)	5,000	5,000		
5502 Transportation & Travel	1,410	41,268	90,440	45,220	45,220		
5238 Utilities LP Gas	4,454	6,253	6,000	6,000	6,000		
6127 Employment Services							
5195 Utilities Electricity	8,671	9,585	9,250	9,250	9,250		
Total Services & Supplies	**1,067,248**	**1,079,743**	**1,260,583**	**1,259,505**	**1,424,373**	**0**	
Fixed Assets							
6228 Equipment	13,161	14,194	0				
6229 Vehicles	0	0	0				
6226 Building	12,519	11,292	600,000	600,000			
Total Fixed Assets	**25,680**	**25,486**	**600,000**	**600,000**	**0**	**0**	
BUDGET UNIT TOTAL	**2,403,342**	**2,520,143**	**3,813,163**	**3,809,551**	**3,339,971**	**0**	
Number of Personnel Budgeted	16.00	17.33	10.59	19.49	19.49	19.49	

* Memberships: CMIH
** one time building maintenance $20k

STATE CONTROLLER
COUNTY BUDGET ACT

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

BUDGET UNIT DETAIL

SCHEDULE 9

Budget Name	**SOCIAL SERVICES ADMIN**
Function	Public Assistance
Activity	Public Assistance
Fund	**Human Services**
Budget Unit	**0515800**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)	*
Salaries & Employee Benefits							
5000 Regular Salaries	636,507	719,157	807,394	807,394	859,800		
5001 Extra Help	22,023	24,353	25,000	25,000	25,000		
5002 Overtime	3,004	38	20,000	20,000	20,000		
5004 Retirement	210,584	240,122	272,813	272,637	306,085		
5007 Benefits	333,233	347,624	361,062	333,210	344,157		
Total Salaries & Benefits	**1,205,351**	**1,331,295**	**1,486,269**	**1,458,241**	**1,555,042**	**0**	
Services & Supplies							
5106 Insurance	174,898	161,358	40,320	28,698	28,698		
5120 Communications	102,957	160,875	167,911	167,911	167,911		
5240 Maintenance Equipment	9,011	14,088	2,000	2,000	2,000		CWDA
5245 Maintenance Building	3,807	2,699	4,642	4,642	4,642		
5150 Memberships	18,311	18,987	19,215	19,215	19,215		
5160 Office Expense	22,647	29,801	56,920	56,920	29,920		
5165 Professional & Specialized	11,055	13,036	24,447	24,447	14,447		
5166 A87 Costs	94,300	146,757	211,011	211,011	276,552		
5174 Publications & Legal Notices	1,772	410	2,000	2,000	2,000		
5175 Rents & Leases Equipment	1,586	1,976	1,876	1,876	1,876		
5180 Rents Building	6,701	3,740	3,840	3,840	3,840		
5187 Special Dept Expense	85,882	19,722	(21,500)	0	0		
5502 Transportation & Travel	432	5,625	43,000	21,500	6,000		
5238 Utilities LP Gas	3,132	3,458	4,037	4,037	4,037		
6127 Employment Services							
5195 Utilities Electricity	9,483	7,887	8,875	8,875	8,875		
Total Services & Supplies	**545,972**	**590,419**	**568,594**	**556,972**	**570,013**	**0**	
Other Services							
6022 Federal Adoption Assistance	0	0	0				
6123 Social Services Direct	138,419	169,835	235,065	235,065	150,000		
6127 Employment Services	45,504	41,170	67,404	67,404	47,404		
6100 Eligibility & Non Svcs Direct	14,253	14,723	39,000	39,000	15,000		
6110 Staff Development	29,453	19,125	38,250	38,250	20,250		
6119 Child Care	11,489	445	23,000	23,000	13,000		
6121 In-Home Supportive Services	124,333	99,735	0				
6815 CALWORKS AF- FEDERAL	0	0	0				
6117 ARRA	0	0	0				
Total Other Services	**363,452**	**345,033**	**402,719**	**402,719**	**245,654**	**0**	
Fixed Assets							
6228 Equipment	126,220	12,708	0				
6229 Vehicles	0	0	35,000	35,000			
6226 Building & Land	8,373	103,518	0				
Total Fixed Assets	**134,592**	**116,226**	**35,000**	**35,000**	**0**	**0**	
BUDGET UNIT TOTAL	**2,249,367**	**2,382,972**	**2,492,582**	**2,452,933**	**2,370,709**	**0**	
Number of Personnel Budgeted	16.34	14.01	16.34	13.91	14.41	14.41	

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**SOCIAL SERVICES ASSISTANCE**
Function	Public Assistance
Activity	Public Assistance
Fund	**Human Services**
Budget Unit	**0515810**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Salaries & Employee Benefits						
5000 Regular Salaries						
5001 Extra Help						
5002 Overtime						
5007 Benefits						
Total Salaries & Benefits	**0**	**0**	**0**	**0**	**0**	**0**
Services & Supplies						
5155 MISCELLANEOUS EXPENSE	0	96	0		0	
6814 Mixed Cases	2,345	0	2,500		2,500	
6815 TANF - FG	93,755	66,962	41,773	216,552	41,773	
6816 TANF- U	11,453	9,605	15,000	36,025	15,000	
6817 Adoption Fed	20,004	15,978	26,000	52,600	26,000	
6818 Foster Care Fed	122,752	148,716	135,371	236,000	135,371	
6819 Foster Care Non Fed	0	0	0			
6820 TANF - U State	0	0	0			
6821 TANF - RCA	0	0	0			
6822 Fed Adoption	0	0	0			
6825 TANF - U State Only	0	0	0			
6835 TANF - FG Exempt Map	0	0	0			
6836 TANF - U Exempt Map	0	0	0			
6837 TANF - FC (Fed)	0	0	0			
6100 Eligibility & Non-Svcs Direct	0	0	0			
6117 FEMA	1,857	9,573	8,000		8,000	
6120 General Relief	(6,720)	8,890	15,000	40,000	15,000	
6125 WINS-SUAS BENEFITS	2,038	1,620	3,000		3,000	
6135 Cal Works Legal Immigrant	0	0	0			
Total Services & Supplies	**247,485**	**261,440**	**246,644**	**581,177**	**246,644**	**0**
Fixed Assets						
6228 Equipment	0		0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**247,485**	**261,440**	**246,644**	**581,177**	**246,644**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**FISH & GAME COMMISSION**
Function	Public Protection
Activity	Other Protection
Fund	**071 Fish & Game**
Budget Unit	**0713001**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Salaries & Employee Benefits						
5000 Regular Salaries						
5001 Extra Help						
5002 Overtime						
5007 Benefits						
Total Salaries & Benefits	**0**	**0**	**0**	**0**	**0**	**0**
Services & Supplies						
5106 Insurance	0	0	0			
5120 Communications	0	0	0			
5145 Maintenance Building	0	0	0			
5160 Office Expense	0	0	0			
5165 Professional & Specialized	0	0	0			
5166 A87 Costs	(204)	91	129	60	60	
5174 Publications & Legal Notices	0	0	0			
5177 Treasures Fees	0	0	0			
5180 Rents Building	0	0	0			
5187 Special Dept Expense	2,824	1,941	5,930	5,930	6,000	
5502 Transportation & Travel	0	0	0			
Other	0	0	0			
Total Services & Supplies	**2,620**	**2,032**	**6,059**	**5,990**	**6,060**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**2,620**	**2,032**	**6,059**	**5,990**	**6,060**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**PREDATOR CONTROL**
Function	Public Protection
Activity	Other Protection
Fund	**077 Predator Control**
Budget Unit	**0773005**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Salaries & Employee Benefits						
5000 Regular Salaries			0			
5001 Extra Help			0			
5002 Overtime			0			
5007 Benefits			0			
Total Salaries & Benefits	**0**	**0**	**0**	**0**	**0**	**0**
Services & Supplies						
5106 Insurance	0	0	0			
5120 Communications	0	0	0			
5140 Maintenance Equipment	0	0	0			
5145 Maintenance Building	0	0	0			
5150 Memberships	0	0	0			
5160 Office Expense	0	0	0			
5165 Professional & Specialized	0	0	0			
5166 A87 Costs	0	0	0			
5174 Publications & Legal Notices	0	0	0			
5175 Rents & Leases Equipment	0	0	0			
5180 Rents Building	0	0	0			
5187 Special Dept Expense	0	200	875	875	875	
5502 Transportation & Travel	0	0	0			
Other	0	0	0	0	0	
Total Services & Supplies	**0**	**200**	**875**	**875**	**875**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**200**	**875**	**101**	**875**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**CAPITAL PROJECTS**
Function	Public ways and facilities
Activity	Capital Projects
Fund	**1000000 Capital Improvments**
Budget Unit	**1001001**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Salaries & Employee Benefits						
5000 Regular Salaries			0			
5001 Extra Help			0			
5002 Overtime			0			
5007 Benefits			0			
Total Salaries & Benefits	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6826	0	0	0			
6826	0	0	0			
6826	0	0	0			
6826	0	0	0			
6826	0	0	0			
6826	0	0	0			
6826 Professional & Specialized	0	0	0			
6826	0	0	0			
6826 Publications & Legal Notices	0	0	0			
6826 Rents & Leases Equipment	0	0	0			
6826 building matirials	0	0	0			
6826 Special Dept Expense	0	0	0			
6826 Transportation & Travel	0	0	0			
6826 Other	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**PARKS AND RECREATION**
Function	Recreation
Activity	Recreation
Fund	**208 Parks & Recreation**
Budget Unit	2083030

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)	
Salaries & Employee Benefits							
5000 Regular Salaries	16,254	18,643	24,691	24,691	25,735		
5001 Extra Help	7,462	7,470	30,225	30,225	30,225		
5002 Overtime	0	0	0				
5004 Retirement	3,734	4,649	5,494	5,489	6,315		
5007 Benefits	8,339	8,703	11,916	11,916	11,996		
Total Salaries & Benefits	**35,790**	**39,464**	**72,326**	**72,321**	**74,271**	**0**	
Services & Supplies							
5106 Insurance	2,306	2,273	7,290	6,676	4,769		
5120 Communications	0	0	0				
5140 Maintenance Equipment	0	0	0				
5245 Maintenance Building	0	0	0	11,142	11,142		
5168 Admin DPW	8,979	11,875	11,480	11,480	11,480		
5160 Office Expense	57	0	0				
5165 Professional & Specialized	2,363	0	2,000	2,000	2,000		
5166 A87 Costs	10,564	8,779	6,925	6,925	12,753		
5180 Rents Building	12,000	12,000	12,000	12,000	12,000		**
7041 Restroom Maintenance	14,192	20,380	13,179	13,179	13,179		
5187 Special Dept Expense	0	461	71,142	60,000	60,000		*
6091 Projects - ASI	0	0	18,000	18,000	18,000		*
7019 Sierraville School	13,737	15,890	10,000	10,000	10,000		
7004 Parks	44,406	30,299	46,000	46,000	41,240		***
7017 OHV Snow Grooming	42,912	135,207	178,500	178,500	178,500		
Total Services & Supplies	**151,516**	**237,164**	**376,516**	**375,902**	**375,063**	**0**	
Fixed Assets							
6226 Bassett's Bathroom	0	71,666	0				
	0	0	0				
	0	0	0				
	0	0	0				
	0	0	0				
Total Fixed Assets	**0**	**71,666**	**0**	**0**	**0**	**0**	
BUDGET UNIT TOTAL	**187,305**	**348,294**	**448,842**	**448,224**	**449,333**	**0**	
Number of Personnel Budgeted		0.5	0.3	0.58	0.58	0.58	

* $10k Tree Mortality Grant, $18k AIS II Grant
** Post Office pass thru to CIA
*** $ 15kWater at Kentucky Mine,$10k DV Comm. Hall

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**PENSION BOND**
Function	Debt Service
Activity	Debt Service
Fund	**600**
Budget Unit	6003090

FINANCING USES CLASSIFICATION (1)		**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Other							
5310	Interest on Debt	119,697	97,562	74,244	74,244	45,512	
5312	Principle Payment	468,000	504,000	543,000	543,000	584,000	
	Bond Costs	795	795	1,545	1,545	1,545	
	Total Other	**588,492**	**602,357**	**618,789**	**618,789**	**631,057**	**0**
7600 Transfers Out		**0**	**0**	**0**		**0**	
BUDGET UNIT TOTAL		**588,492**	**602,357**	**618,789**	**618,789**	**631,057**	**0**

Number of Personnel Budgeted

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Realignment Protective Srvs Sub Acct.**
Function	Public Assistance
Activity	Public Assistance
Fund	**800**
Budget Unit	8000000

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (7)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0			
5120 Communications	0	0	0			
5140 Maintenance Equipment	0	0	0			
5145 Maintenance Building	0	0	0			
5177 Treasurers Fees	0	0	0			
5160 Office Expense	0	0	0			
5165 Professional & Specialized	0	0	0			
5166 A87 Costs	0	0	0			
5180 Rents Building	0	0	0			
5187 Restroom Maintenance	0	0	0			
5187 Special Dept Expense	0	0	0			
Other	0	0	0			
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**
memo:		Transferes Out				

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Realignment Protective Srvs Sub Acct.**
Function	Public Assistance
Activity	Public Assistance
Fund	**812**
Budget Unit	8120000

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Services & Supplies						
5106 Insurance	0	0	0			
5120 Communications	0	0	0			
5140 Maintenance Equipment	0	0	0			
5145 Maintenance Building	0	0	0			
5177 Treasurers Fees	0	0	0			
5160 Office Expense	0	0	0			
5165 Professional & Specialized	0	0	0			
5166 A87 Costs	0	0	0			
5180 Rents Building	0	0	0			
5187 Restroom Maintenance	0	0	8,434			
5187 Special Dept Expense	0	0	8,434	8,434	8,434	8,434
Other	0	0	0	76,883	76,883	76,883
Total Services & Supplies	**0**	**0**	**16,868**	**85,317**	**85,317**	**85,317**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**16,868**	**85,317**	**85,317**	**85,317**
memo:		Transferes Out	1,300,000	912,312	700,000	0

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Realignment Behavioral Health**
Function	Health & Sanitation
Activity	Health
Fund	**812**
Budget Unit	8121000

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5140 Maintenance Equipment	0	0	0	0	0	0
5145 Maintenance Building	0	0	0	0	0	0
5177 Treasurers Fees	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
5180 Rents Building	0	0	0	0	0	0
	0	0	0			
5187 Special Dept Expense	0	0	0	0	0	0
Other	0	0	0	0	0	0
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**
memo:		Transferes Out	250,000	344,597	250,000	0

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Comm. Corrections Preformance Incen**
Function	Public Protection
Activity	Detention & Corrections
Fund	**813**
Budget Unit	8130000

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Services & Supplies						
5106 Insurance	0	0	0			
5120 Communications	0	19	0			
5140 Maintenance Equipment	0	0	0			
5145 Maintenance Building	0	0	0			
5177 Treasurers Fees	0	0	0			
5160 Office Expense	0	0	0			
5165 Professional & Specialized	3,379	24,741	0			
5166 A87 Costs	0	0	0			
5180 Rents Building	0	0	0			
	0	0	0			
5187 Special Dept Expense	3,850	5,649	49,100	49,100	49,100	
Other	0	0	0			
Total Services & Supplies	**7,229**	**30,409**	**49,100**	**49,100**	**49,100**	**0**
Fixed Assets						
6228 Equipment	0	0	10,650			
Total Fixed Assets	**0**	**0**	**10,650**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**7,229**	**30,409**	**59,750**	**80,000**	**49,100**	**0**
memo:		Transferes Out		**45,000**	182,000	0

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Community Corrections Sub Acct.**
Function	Public Protection
Activity	Detention & Corrections
Fund	**813**
Budget Unit	8131000

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0		
5140 Maintenance Equipment	0	0	0	0	0	
5145 Maintenance Building	0	0	0	0	0	
5177 Treasurers Fees	0	0	0	0	0	
5160 Office Expense	0	0	0	0	0	
5165 Professional & Specialized	21,885	4,448	0			
5166 A87 Costs	0	0	0	0	0	
5180 Rents Building	0	0	0	0	0	
	0	0	0			
5187 Special Dept Expense	738	0	9,700	9,700	9,700	
Other	0	0	0		0	
Total Services & Supplies	**22,623**	**4,448**	**9,700**	**9,700**	**9,700**	**0**
Fixed Assets						
6228 Equipment	0	0	10,650	10,650		
Total Fixed Assets	**0**	**0**	**10,650**	**10,650**	**0**	**0**
BUDGET UNIT TOTAL	**22,623**	**4,448**	**20,350**	**128,667**	**9,700**	**0**
memo:		Transferes Out		**328,000**	425,678	0

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Comm. Corrections Admin. Advice**
Function	Public Protection
Activity	Detention & Corrections
Fund	**813**
Budget Unit	8131010

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)	
Services & Supplies							
5106 Insurance	4,300	12,900	0				
5120 Communications	0	6	1,288	1,288	1,287		
5140 Maintenance Equipment	0	0	0				
5145 Maintenance Building	0	0	0				
5177 Treasurers Fees	0	0	0				
5160 Office Expense	2,500	1,889	0				
5165 Professional & Specialized	31,310	4,810	0				
5166 A87 Costs	0	0	0				
5180 Rents Building	0	0	0				
	0	0	0				
5187 Special Dept Expense	306	0	45,495	45,495	45,495		
Other	0	0	0				
Total Services & Supplies	**38,416**	**19,605**	**46,783**	**46,783**	**46,782**	**0**	
Fixed Assets							*
6228 Equipment	0	0	0				
6229 Vehicle	0	0	100,000	100,000	100,000		
Total Fixed Assets	**0**	**0**	**100,000**	**100,000**	**100,000**	**0**	
BUDGET UNIT TOTAL	**38,416**	**19,605**	**146,783**	**146,783**	**146,782**	**0**	
memo:		Transferes Out		**0**	27,281	0	

* Probation Computer sysatem & Jail Transport

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Trial Court Security**
Function	Public Protection
Activity	Public Protection
Fund	**813**
Budget Unit	8132000

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (7)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5140 Maintenance Equipment	0	0	0	0	0	0
5145 Maintenance Building	0	0	0	0	0	0
5177 Treasurers Fees	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
5180 Rents Building	0	0	0	0	0	0
	0	0	0			
5187 Special Dept Expense	0	0	0			
Other	0	0	0	0	0	0
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**
memo:		Transferes Out		**24,300**	**24,300**	**24,300**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Realignment D.A. & P.D.**
Function	Public Protection
Activity	Public Protection
Fund	**813**
Budget Unit	8133000

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Services & Supplies						
5106 Insurance	0	0	0			
5120 Communications	0	0	1,287	1,287	1,287	
5140 Maintenance Equipment	0	0	0			
5145 Maintenance Building	0	0	0			
5177 Treasurers Fees	0	0	0			
5155 Office Expense	0	0	0			
5165 Professional & Specialized	0	0	0			
5166 A87 Costs	0	0	0			
5180 Rents Building	0	0	0			
	0	0	0			
5187 Special Dept Expense	480	728	0			
Other	0	0	0			
Total Services & Supplies	**480**	**728**	**1,287**	**1,287**	**1,287**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**480**	**728**	**1,287**	**1,287**	**1,287**	**0**
memo:		Transferes Out		**7,000**	7,000	0

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Juvinial Probation Camp Funding**
Function	Public Protection
Activity	Detention & Corrections
Fund	**813**
Budget Unit	8134000

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0		0	
5120 Communications	0	0	0		0	
5240 Maintenance Equipment	0	0	0	2,000	2,000	
5245 Maintenance Building	0	0	0	0	0	
5177 Treasurers Fees	0	0	0	0	0	
5160 Office Expense	0	0	0	0	0	
5165 Professional & Specialized	0	0	0	3,500	3,500	
5166 A87 Costs	0	0	0			
5180 Rents Building	0	0	0	6,000	6,000	
5502 Travel	0	0	0	500	500	
5187 Special Dept Expense	0	0	0	7,000	7,000	
Other	0	0	0	0	0	
Total Services & Supplies	**0**	**0**	**0**	**19,000**	**19,000**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**19,000**	**19,000**	**0**
memo:		Transferes Out				

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**YOBG Grant**
Function	Public Protection
Activity	Detention & Corrections
Fund	**813**
Budget Unit	8134100

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5140 Maintenance Equipment	0	0	0	0	0	0
5145 Maintenance Building	0	0	0	0	0	0
5177 Treasurers Fees	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
5180 Rents Building	0	0	0	0	0	0
	0	0	0			
5187 Special Dept Expense	0	0	0	0	0	0
Other	0	0	0	0	0	0
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**
memo:		Transferes Out		**130,000**	117,000	0

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Mental Health Realignment**
Function	Health & Sanitation
Activity	Health
Fund	**Human Services**
Budget Unit	8150000

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FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5140 Maintenance Equipment	0	0	0	0	0	0
5145 Maintenance Building	0	0	0	0	0	0
5177 Treasurers Fees	0	0	0		0	
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
5180 Rents Building	0	0	0	0	0	0
5187 Restroom Maintenance	0	0	0	0	0	0
5187 Special Dept Expense	0	0	0	0	0	0
Other	0	0		0	0	0
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**
memo: Transferes Out				518,850	381,260	0

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Social Services Realignment**
Function	Public Assistance
Activity	Public Assistance
Fund	**Human Services**
Budget Unit	8160000

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Services & Supplies						
5106 Insurance	0	0	0			
5120 Communications	0	0	0			
5140 Maintenance Equipment	0	0	0			
5145 Maintenance Building	0	0	0			
5177 Memberships	0	0	0		0	
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
Other	0	0	0			
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**
* **Membership: CMSP**						
memo: Transferes Out				740,121	1,032,282	0

BUDGET UNIT DETAIL

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Health Realignment**
Function	Health & Sanitation
Activity	Health
Fund	**Human Services**
Budget Unit	8170000

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Services & Supplies						
5106 Insurance	0	0	0			
5120 Communications	0	0	0			
5140 Maintenance Equipment	0	0	0			
5145 Maintenance Building	0	0	0			
5177 Treasures Fees	0	0	0		0	
5160 Office Expense	0	0	0			
5165 Professional & Specialized	0	0	0			
5166 A87 Costs	0	0	0			
Other	0	0	0		0	
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**

memo: Transferes Out		588,784	450,000	0

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**DNA**
Function	Public Protection
Activity	Police Protection
Fund	**Law Enforcement**
Budget Unit	8180000

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0			
5120 Communications	0	0	0	0	0	0
5140 Maintenance Equipment	0	0	0	0	0	0
5145 Maintenance Building	0	0	0	0	0	0
5150 Memberships	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
Other	0	0	0	1,650	1,650	0
Total Services & Supplies	**0**	**0**	**0**	**1,650**	**1,650**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**1,650**	**1,650**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Security Measures**
Function	General
Activity	Judicial/Other
Fund	**Special Revenue**
Budget Unit	8211001

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0			
5120 Communications	0	0	0	0	0	0
5140 Maintenance Equipment	0	0	0	0	0	0
5145 Maintenance Building	0	0	0	0	0	0
5150 Memberships	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
Other	0	0	0		0	
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Micrographics Trust**
Function	General
Activity	Judicial/Other
Fund	**Special Revenue**
Budget Unit	8211003

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Services & Supplies						
5106 Insurance	0	0	0			
5120 Communications	0	0	0	0	0	
5140 Maintenance Equipment	0	0	0	0	0	
5145 Maintenance Building	0	0	0	0	0	
5150 Memberships	0	0	0	0	0	
5160 Office Expense	1,051	14	14,852	355	5,306	
5165 Professional & Specialized	0	0	0	0	0	
5166 A87 Costs	0	0	0	0	0	
Other	2,552	2,743	0	14,497	9,547	
Total Services & Supplies	**3,603**	**2,757**	**14,852**	**14,852**	**14,853**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**3,603**	**2,757**	**14,852**	**14,852**	**14,853**	**0**
	Transfers Out			**3,000**	**3,000**	**3,000**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Peace Officers Training**
Function	Police/Protection
Activity	Police/Protection
Fund	**Special Revenue**
Budget Unit	8211004

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Services & Supplies						
5106 Insurance	0	0	0			
5120 Communications	0	0	0	0	0	0
5140 Maintenance Equipment	0	0	0	0	0	0
5145 Maintenance Building	0	0	0	0	0	0
5150 Memberships	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
Other	0	0	0	0	0	0
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment	0	0				
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Recorder's Modernization Fund**
Function	General
Activity	Judicial/Other
Fund	**Special Revenue**
Budget Unit	8211005

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Services & Supplies						
5106 Insurance	0	0	0			
5120 Communications	0	0	0	0	0	
5140 Maintenance Equipment	0	0	0	0	0	
5145 Maintenance Building	0	0	0	0	0	
5150 Memberships	0	0	0	0	0	
5160 Office Expense	0	5,407	34,131	455	454	
5165 Professional & Specialized	0	0	0	0	0	
5166 A87 Costs	0	0	0	0	0	
Other	9,026	3,017	0	33,676	33,676	
Total Services & Supplies	**9,026**	**8,425**	**34,131**	**34,131**	**34,130**	**0**
Fixed Assets						
6228 Equipment	0	0				
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**9,026**	**8,425**	**34,131**	**34,131**	**34,130**	**0**
		Transferes		**3,000**	**3,000**	**3,000**

BUDGET UNIT DETAIL

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**VITAL STATISTICS**	
Function	General	
Activity	Judicial/Other	
Fund	**Special Revenues**	
Budget Unit	8211006	

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5140 Maintenance Equipment	0	0	0	0	0	0
5145 Maintenance Building	0	0	0	0	0	0
5150 Memberships	0	0	0	0	0	0
5160 Office Expense	0	0	0		0	
5165 Professional & Specialized	0	0	0		0	
5166 A87 Costs	0	0	0		0	
5180 Rents Building	0	0	0		0	
Other	643		0	0		0
Total Services & Supplies	**643**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment	0	0				
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**643**	**0**	**0**	**0**	**0**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**LABRITORY FEES - DRUG TESTING**
Function	Public Protection
Activity	Police Protection
Fund	**Special Revenue**
Budget Unit	8267650

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5140 Maintenance Equipment	0	0	0	0	0	0
5145 Maintenance Building	0	0	0	0	0	0
5155 Misc.	592	595	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	2,000	2,000	2,000	0
5166 A87 Costs	0	0	0		0	
5180 Rents Building	0	0	0	0	0	0
Other	140	0	0	0	0	0
Total Services & Supplies	**732**	**595**	**2,000**	**2,000**	**2,000**	**0**
Fixed Assets						
6228 Equipment	0	0				
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**732**	**595**	**2,000**	**2,000**	**2,000**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Alcohol Program Fines Trust**
Function	Health
Activity	Health
Fund	**Special Revenue**
Budget Unit	8277670

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5177 Treasure's Fees	0	0	0			
5145 Maintenance Building	0	0	0	0	0	0
5150 Memberships	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
5180 Rents Building	0	0	0	0	0	0
Other	0	0	0	0	0	0
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment	0	0	0		0	
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Automated Warrant System**
Function	Public Protection
Activity	Police Protection
Fund	**Special Revenue**
Budget Unit	8277680

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5177 Treasure's Fees	0	0	0	0		0
5145 Maintenance Building	0	0	0	0	0	0
5150 Memberships	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
5180 Rents Building	0	0	0	0	0	0
Other	0	0	0	0	0	0
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
7600 Transfers Out	0	0	0	0	0	0
Fixed Assets						
6228 Equipment	0	0				
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Alcohol Education and Prevention Trus**
Function	Health
Activity	Health
Fund	**Special Revenue**
Budget Unit	8277690

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5177 Treasure's Fees	0	0	0			
5145 Maintenance Building	0	0	0	0	0	0
5150 Memberships	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
5180 Rents Building	0	0	0	0	0	0
Other	0	0	0	0	0	0
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
7600 Transfers Out	0	0	0	0	0	0
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Automated Fingerprinting Identificatior**
Function	Public Protection
Activity	Police Protection
Fund	**Special Revenue**
Budget Unit	8277700

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5177 Treasure's Fees	0	0	0			
5145 Maintenance Building	0	0	0	0	0	0
5150 Memberships	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
5180 Rents Building	0	0	0	0	0	0
Other	0	0	0	0	0	0
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
7600 Transfers Out	0	0	0	0	0	0
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**COPS Program County**
Function	Public Protection
Activity	Police Protection
Fund	**Special Revenue**
Budget Unit	8300000

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0		0	
5120 Communications	0	0	0		0	
5177 Treasure's Fees	0	0	0			
5145 Maintenance Building	0	0	0		0	
5150 Memberships	0	0	0		0	
5160 Office Expense	0	0	0		0	
5165 Professional & Specialized	0	0	0		0	
5166 A87 Costs	0	0	0		0	
5180 Rents Building	0	0	0		0	
Other	0	11,835	0	0	0	
Total Services & Supplies	**0**	**11,835**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment	0	0	0		0	
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**11,835**	**0**	**0**	**0**	**0**
memo: Transferes Out				150,000	150,000	0

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**COPS Program City**
Function	Public Protection
Activity	Police Protection
Fund	**Special Revenue**
Budget Unit	8307840

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5177 Treasure's Fees	0	0	0	0		0
5145 Maintenance Building	0	0	0	0	0	0
5150 Memberships	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
5180 Rents Building	0	0	0	0	0	0
Other	0	0	0	0		
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**
memo: Transferes Out				120,000	128,000	0

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Rural Law Enforcement**
Function	Public Protection
Activity	Police Protection
Fund	**Special Revenue**
Budget Unit	8340000

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5177 Treasure's Fees	0	0	0	0		0
5145 Maintenance Building	0	0	0	0	0	0
5150 Memberships	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
5180 Rents Building	0	0	0	0	0	0
Other	0	0	0	0		
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**
memo: Transfers Out		550,000	450,653	550,000	550,000	0

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Domestic Violence**
Function	Public Protection
Activity	Detention & Corrections
Fund	**849**
Budget Unit	8491001

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5177 Treasure's Fees	0	0	0	0		0
5145 Maintenance Building	0	0	0	0	0	0
5150 Memberships	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0		0	
5166 A87 Costs	0	0	0	0	0	0
5180 Rents Building	0	0	0	0	0	0
Other	0	0	15,764	15,764	15,764	0
Total Services & Supplies	**0**	**0**	**15,764**	**15,764**	**15,764**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**15,764**	**15,764**	**15,764**	**0**
memo: Transferes Out				0	0	0
Gov Code 26840.7 & W&I 18305						

BUDGET UNIT DETAIL

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Juvenile Probation Camps**
Function	Public Protection
Activity	Detention & Corrections
Fund	**849**
Budget Unit	8491002

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5177 Treasure's Fees	0	0	0	0		0
5145 Maintenance Building	0	0	0	0	0	0
5150 Memberships	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0		0	
5166 A87 Costs	0	0	0	0	0	0
5180 Rents Building	0	0	0	0	0	0
Other	3,510	900	29,855	29,855	29,855	0
Total Services & Supplies	**3,510**	**900**	**29,855**	**29,855**	**29,855**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**3,510**	**900**	**29,855**	**29,855**	**29,855**	**0**
memo: Transferes Out				0	70,000	0
Gov Code 30061						

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Old Title III**
Function	Public Protection
Activity	Other
Fund	**Special Revenue**
Budget Unit	8509810

*

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5177 Treasure's Fees	0	0	0	0	0	0
5145 Maintenance Building	0	0	0	0	0	0
5150 Memberships	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
5180 Rents Building	0	0	0	0	0	0
Other	0	0	0		0	
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment	0	0	0	0	0	0
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**New Title III**
Function	Public Protection
Activity	Other
Fund	**Special Revenue**
Budget Unit	8509811

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5177 Treasure's Fees	0	0	0	0	0	0
5145 Maintenance Building	0	0	0	0	0	0
5150 Memberships	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	38,872	5,066	54,500	54,500	54,500	0
5166 A87 Costs	0	0	0	0	0	0
5180 Rents Building	0	0	0	0	0	0
Other	19	0	0		0	
Total Services & Supplies	**38,890**	**5,066**	**54,500**	**54,500**	**54,500**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
* Map Printer, Fire Safe Counsel, Fire Safe Plan						
BUDGET UNIT TOTAL	**38,890**	**5,066**	**54,500**	**54,500**	**54,500**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Office of Emergency Services**
Function	Public Protection
Activity	Other
Fund	**Special Revenue**
Budget Unit	851VARIOUS

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5177 Treasure's Fees	0	0	0		0	
5145 Maintenance Building	0	0	0	0	0	0
5150 Memberships	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0		0	0
5166 A87 Costs	0	0	0	0	0	0
5180 Rents Building	0	0	0	0	0	0
Other	0	0	0	30,000	30,000	0
Total Services & Supplies	**0**	**0**	**0**	**30,000**	**30,000**	**0**
7600 Transfers Out	0	0	0	0	0	0
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**30,000**	**30,000**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**OES Grant 15**
Function	Public Protection
Activity	Other
Fund	**Special Revenue**
Budget Unit	8511010

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)	
Services & Supplies							
5106 Insurance	0	0	0		0		
5120 Communications	0	0	0		0		
5177 Treasure's Fees	0	0	0		0		
5145 Maintenance Building	0	0	0		0		
5150 Memberships	0	0	0		0		*
5160 Office Expense	0	0	0		0		
5165 Professional & Specialized	1,869	0	3,907	3,907	3,907		
5166 A87 Costs	0	0	0		0		
5180 Rents Building	0	0	0		0		
Emergancy Planning Training	42,041	0	0				
Total Services & Supplies	**43,910**	**0**	**3,907**	**3,907**	**3,907**	**0**	
7600 Transfers Out	0	0	0		0		
Fixed Assets							
6228 Equipment	0	0	55,960	55,960	55,960	0	
Total Fixed Assets	**0**	**0**	**55,960**	**55,960**	**55,960**	**0**	
BUDGET UNIT TOTAL	**43,910**	**0**	**59,867**	**59,867**	**59,867**	**0**	

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**OES Grant 16**
Function	Public Protection
Activity	Other
Fund	**Special Revenue**
Budget Unit	8511011

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)	
Services & Supplies							
5106 Insurance	0	0	0	0	0	0	
5120 Communications	0	0	0	0	0	0	
5177 Treasure's Fees	0	0	0	0	0	0	
5145 Maintenance Building	0	0	0	0	0	0	
5150 Memberships	0	0	0	0	0	0	*
5160 Office Expense	0	0	0	0	0	0	
5165 Professional & Specialized	0	0	0		0		
5166 A87 Costs	0	0	0	0	0	0	
5180 Rents Building	0	0	0	0	0	0	
Other	0	0	0	0		0	
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**	
7600 Transfers Out	0	0	0	0	0	0	
Fixed Assets							
6228 Equipment	0	0	0				
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**	
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**	

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**OES Grant 17**
Function	Public Protection
Activity	Other
Fund	**Special Revenue**
Budget Unit	8513012

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5177 Treasure's Fees	0	0	0	0	0	0
5145 Maintenance Building	0	0	0	0	0	0
5150 Memberships	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
5180 Rents Building	0	0	0	0	0	0
Other	0	0	0	0	0	0
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
7600 Transfers Out	0	0	0		0	
Fixed Assets						
6228 Equipment	0	0	0	0		0
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Surch & Rescue**
Function	Public Protection
Activity	Other
Fund	**Special Revenue**
Budget Unit	8520000

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5177 Treasure's Fees	0	0	0	0	0	0
5145 Maintenance Building	0	0	0	0	0	0
5150 Memberships	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
5180 Rents Building	0	0	142	0	47	47
Other	87	338	0	142	142	0
Total Services & Supplies	**87**	**338**	**142**	**142**	**189**	**47**
7600 Transfers Out	0	0	0	0	0	0
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**87**	**338**	**142**	**142**	**189**	**47**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Transportation Planning**
Function	Public Ways & Facilities
Activity	Transportation
Fund	**Special Revenue**
Budget Unit	8530000

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Services & Supplies						
5106 Insurance	200	192	238	238	217	
5166 Overhead	4,786	4,471	8,878	5,622	5,622	
5177 Treasure's Fees	0	0	0	0	0	
9201 Work Element 1	16,172	21,950	27,885	27,885	29,000	
9202 Work Element 2	42,913	41,139	89,000	89,000	62,000	
9203 Work Element 3	8,899	17,127	15,000	15,000	15,000	
9204 Work Element 4	9,938	2,000	5,000	5,000	5,000	
9205 Work Element 5	893	1,351	1,000	1,000	1,000	
9206 Work Element 6	9,803	6,532	5,000	5,000	5,000	
9207 Work Element 7	37,425	37,706	35,500	35,500	35,500	
9208 Work Element 8	0	0	0	0	0	
9209 Work Element 9	30,642	17,615	0			
Other	1,029	192	0			
Total Services & Supplies	**162,699**	**150,275**	**187,501**	**184,245**	**158,339**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**162,699**	**150,275**	**187,501**	**184,245**	**158,339**	**0**
memo: Transferes Out				0	0	

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**State Transit**
Function	Public Ways & Facilities
Activity	Transportation
Fund	**Special Revenue**
Budget Unit	8540000

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5177 Treasure's Fees	0	0	0	0		0
9201 Work Element 1	0	0	0			
9202 Work Element 2	0	0	0			
9203 Work Element 3	0	0	0			
9204 Work Element 4	0	0	0			
	0	0	0			
9205 Work Element 5	0	0	0			
9206 Work Element 6	0	0	0	0	0	0
9207 Work Element 7	0	0	0	0	0	0
9208 Work Element 8	0	0	0	0	0	0
9209 Work Element 9	0	0	0	0	0	0
Other	0	0	0	0		0
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**
memo: Transferes Out				130,000	130,000	0

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Local Transportation**
Function	Public Ways & Facilities
Activity	Transportation
Fund	**Special Revenue**
Budget Unit	8550000

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Services & Supplies						
5106 Insurance	0	0	0	0		
5120 Communications	0	0	0	0		
5177 Treasure's Fees	0	0	0			
9201 Work Element 1	0	0	1,000	1,000	1,000	
9202 Work Element 2	0	0	1,000	1,000	1,000	
9203 Work Element 3	0	0	0			
9204 Work Element 4	0	0	0			
	0	0	0			
9205 Work Element 5	0	0	500	500	500	
9206 Work Element 6	0	0	67,060	67,060	75,000	
9207 Work Element 7	0	0	1,000	1,000	1,000	
9208 Work Element 8	0	0	0			
9209 Work Element 9	0	0	0			
Other	0	0	0			
Total Services & Supplies	**0**	**0**	**70,560**	**70,560**	**78,500**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**70,560**	**70,560**	**78,500**	**0**
memo: Transferes Out				0	78,500	0

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Standards and Training for Corrections**
Function	Public Protection
Activity	Policing
Fund	**Special Revenue**
Budget Unit	8628750

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5177 Treasure's Fees	0	0	0	0	0	0
5145 Maintenance Building	0	0	0	0	0	0
5150 Memberships	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
5180 Rents Building	0	0	0	0	0	0
Other	0	0	5,000	5,000	5,000	0
Total Services & Supplies	**0**	**0**	**5,000**	**5,000**	**5,000**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**5,000**	**5,000**	**5,000**	**0**

BUDGET UNIT DETAIL

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Standards and Training for Probation**
Function	Public Protection
Activity	Policing
Fund	**Special Revenue**
Budget Unit	8628760

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5177 Treasure's Fees	0	0	0	0	0	0
5145 Maintenance Building	0	0	0	0	0	0
5150 Memberships	0	0	0	0	0	
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
5180 Rents Building	0	0	0	0	0	0
Other	4,730	5,522	6,600	6,600	9,460	0
Total Services & Supplies	**4,730**	**5,522**	**6,600**	**6,600**	**9,460**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**4,730**	**5,522**	**6,600**	**6,600**	**9,460**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Criminal Justice Facilities**
Function	Public Protection
Activity	Other
Fund	**Special Revenue**
Budget Unit	8630000

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Services & Supplies						
5106 Insurance	0	0	0		0	
5120 Communications	0	0	0		0	
5177 Treasure's Fees	0	0	0			
5145 Maintenance Building	0	0	0	36,000	0	
5150 Memberships	0	0	0		0	
5160 Office Expense	0	0	164	164	164	
5165 Professional & Specialized	0	0	13,000	13,000	15,000	
5166 A87 Costs	0	0	0	0	0	
5180 Rents Building	0	0	0	0	0	
Other	22,353	8,880	41,000	5,000	5,000	
Total Services & Supplies	**22,353**	**8,880**	**54,164**	**54,164**	**20,164**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**22,353**	**8,880**	**54,164**	**54,164**	**20,164**	**0**

Restore Maps, Paint Court House, clean carpet, other justice facility work

BUDGET UNIT DETAIL

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Tax Collection Cost Trust**
Function	General
Activity	Finance
Fund	**Special Revenue**
Budget Unit	8670000

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5177 Treasure's Fees	0	0	0	0	0	0
5145 Maintenance Building	0	0	0	0	0	0
5150 Memberships	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
5180 Rents Building	0	0	0	0	0	0
Other	1,104	4,158	5,000	5,000	5,000	0
Total Services & Supplies	**1,104**	**4,158**	**5,000**	**5,000**	**5,000**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**1,104**	**4,158**	**5,000**	**5,000**	**5,000**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Supplemental Roll Admin. Tax Collector**
Function	General
Activity	Finance
Fund	**Special Revenue**
Budget Unit	8698850

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)	*
Services & Supplies							
5106 Insurance	0	0	0		0		
5120 Communications	0	0	0		0		
5177 Treasure's Fees	0	0	0		0		
5145 Maintenance Building	0	0	0		0		
5150 Memberships	0	0	0		0		
5160 Office Expense	0	0	0		0		
5165 Professional & Specialized	0	0	0		0		
5166 A87 Costs	0	0	0		0		
5180 Rents Building	0	0	0		0		
Other	4,027	0	3,500	3,500	3,500	0	
Total Services & Supplies	**4,027**	**0**	**3,500**	**3,500**	**3,500**	**0**	
Fixed Assets							
6228 Equipment	0	0	0				
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**	
BUDGET UNIT TOTAL	**4,027**	**0**	**3,500**	**3,500**	**3,500**	**0**	

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Supplemental Roll Admin. Assessor**
Function	General
Activity	Finance
Fund	**Special Revenue**
Budget Unit	8698860

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5177 Treasure's Fees	0	0	0			
5145 Maintenance Building	0	0	0		0	
5150 Memberships	0	0	0		0	
5160 Office Expense	820	595	842	842	752	
5165 Professional & Specialized	0	0	0	0	0	
5166 A87 Costs	0	0	0	0	0	
5180 Rents Building	0	0	0	0	0	
Other	0	0	6,089	6,089	6,089	
* Services & Supplies, Wages transfer to GF						
Total Services & Supplies	**820**	**595**	**6,931**	**6,931**	**6,841**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**820**	**595**	**6,931**	**6,931**	**6,841**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Supplemental Roll Admin. Auditor**
Function	General
Activity	Finance
Fund	**Special Revenue**
Budget Unit	8698870

*

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0		0	
5120 Communications	0	0	0		0	
5177 Treasure's Fees	0	0	0		0	
5145 Maintenance Building	0	0	0		0	
5150 Memberships	0	0	0		0	
5160 Office Expense	0	0	0		0	
5165 Professional & Specialized	0	0	0		0	
5166 A87 Costs	0	0	0		0	
5180 Rents Building	0	0	0		0	
Other	1,525	0	2,508	2,508	2,508	0
Total Services & Supplies	**1,525**	**0**	**2,508**	**2,508**	**2,508**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**1,525**	**0**	**2,508**	**2,508**	**2,508**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Assessor's Reproduction Costs Trust**
Function	General
Activity	Finance
Fund	**Special Revenue**
Budget Unit	8760000

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	683	593	0			
5177 Treasure's Fees	0	0	0			
5145 Maintenance Building	0	0	0	0	0	0
5150 Memberships	946	325	0	0	0	0
5160 Office Expense	2,555	813	0			
5165 Professional & Specialized	0	10,913	0			
5166 A87 Costs	0	0	0		0	
5180 Rents Building	0	0	0		0	
Other	4,355	4,263	12,070	12,070	12,070	0
* Services & Supplies						
Total Services & Supplies	**8,540**	**16,906**	**12,070**	**12,070**	**12,070**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**8,540**	**16,906**	**12,070**	**12,070**	**12,070**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**LEA**
Function	Health & Sanitation
Activity	Health
Fund	**Special Revenue**
Budget Unit	8915615

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0		0	
5120 Communications	0	0	0		0	
5177 Treasure's Fees	0	0	0		0	
5145 Maintenance Building	0	0	0		0	
5150 Memberships	0	0	0		0	
5160 Office Expense	0	0	0		0	
5165 Professional & Specialized	0	0	0		0	
5166 A87 Costs	0	0	0		0	
5180 Rents Building	0	0	0		0	
Other	0	0	0		0	
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment		0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**
memo: Transferes Out				15,567	16,000	0

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Hospital Preparedness**
Function	Health & Sanitation
Activity	Health
Fund	**Special Revenue**
Budget Unit	8915618

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5177 Treasure's Fees	0	0	0		0	
5145 Maintenance Building	0	0	0	0	0	0
5150 Memberships	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
5180 Rents Building	0	0	0	0	0	0
Other	0	0	0			
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment		0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**
memo: Transferes Out				29,323	30,000	0

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**California Endowment**
Function	Health & Sanitation
Activity	Health
Fund	**Special Revenue**
Budget Unit	8915619

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5177 Treasure's Fees	0	0	0	0	0	0
5145 Maintenance Building	0	0	0	0	0	0
5150 Memberships	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
5180 Rents Building	0	0	0	0	0	0
Other	0	0	0	0	0	0
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment		0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**
memo: Transferes Out				0	0	0

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Workforce Ed & Training MHSA**
Function	Health & Sanitation
Activity	Health
Fund	**Special Revenue**
Budget Unit	8915672

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5177 Treasure's Fees	0	0	0	0	0	0
5145 Maintenance Building	0	0	0	0	0	0
5150 Memberships	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
5180 Rents Building	0	0	0	0	0	0
Other	0	0	0	0	0	0
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment		0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**
memo: Transferes Out				1,130,067	1,130,067	0

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**Prevention Early Intervetion MHSA**
Function	Health & Sanitation
Activity	Health
Fund	**Special Revenue**
Budget Unit	8915675

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5177 Treasure's Fees	0	0	0		0	
5145 Maintenance Building	0	0	0	0	0	0
5150 Memberships	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
5180 Rents Building	0	0	0	0	0	0
Other	0	0	0	0		0
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**
memo: Transferes Out				150,000	150,000	0

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**MHSA PLANNING**
Function	Health & Sanitation
Activity	Health
Fund	**Special Revenue**
Budget Unit	8915671

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5177 Treasure's Fees	0	0	0		0	
5145 Maintenance Building	0	0	0		0	
5150 Memberships	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
5180 Rents Building	0	0	0	0	0	0
Other	0	0	0	0	0	0
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**
memo: Transferes Out				0	0	0

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**SAMHSA**
Function	Health & Sanitation
Activity	Health
Fund	**Special Revenue**
Budget Unit	8915674

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5177 Treasure's Fees	0	0	0	0	0	0
5145 Maintenance Building	0	0	0	0	0	0
5150 Memberships	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
5180 Rents Building	0	0	0	0	0	0
Other	0	0	0		0	
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**
memo: Transferes Out				0	0	0

BUDGET UNIT DETAIL

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**ALCOHOL PRG, NNA, SGF**
Function	Health & Sanitation
Activity	Health
Fund	**Special Revenue**
Budget Unit	8915681

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5177 Treasure's Fees	0	0	0		0	
5145 Maintenance Building	0	0	0	0	0	0
5150 Memberships	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
5180 Rents Building	0	0	0	0	0	0
Other	0	0	0		0	
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**
memo: Transferes Out				0	0	0

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**DFS**
Function	Health & Sanitation
Activity	Health
Fund	**Special Revenue**
Budget Unit	8915682

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5177 Treasure's Fees	0	0	0	0	0	0
5145 Maintenance Building	0	0	0	0	0	0
5150 Memberships	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
5180 Rents Building	0	0	0	0	0	0
Other	0	0	0	0	0	0
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
7600 Transfers Out	0	0	0	0	0	0
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**MHSA CAP FACILITIES & TECH**
Function	Health & Sanitation
Activity	Health
Fund	**Special Revenue**
Budget Unit	8915676

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0	0	0	0
5177 Treasure's Fees	0	0	0	0	0	0
5145 Maintenance Building	0	0	0	0	0	0
5150 Memberships	0	0	0	0	0	0
5160 Office Expense	0	0	0	0	0	0
5165 Professional & Specialized	0	0	0	0	0	0
5166 A87 Costs	0	0	0	0	0	0
5180 Rents Building	0	0	0	0	0	0
Other	0	0	0	0	0	0
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**SAPT DIS, PRE, FLN, CL, HIV**
Function	Health & Sanitation
Activity	Health
Fund	**Special Revenue**
Budget Unit	8915685

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0	0	0	0
5120 Communications	0	0	0		0	
5177 Treasure's Fees	0	0	0			
5145 Maintenance Building	0	0	0		0	
5150 Memberships	0	0	0		0	
5160 Office Expense	0	0	0		0	
5165 Professional & Specialized	0	0	0		0	
5166 A87 Costs	0	0	0		0	
5180 Rents Building	0	0	0		0	
Other	0	0	0		0	
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**PROP 36 SUB ABUSE TRUST**
Function	Health & Sanitation
Activity	Health
Fund	**Special Revenue**
Budget Unit	8915820

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Services & Supplies						
5106 Insurance	0	0	0		0	
5120 Communications	0	0	0		0	
5177 Treasure's Fees	0	0	0			
5145 Maintenance Building	0	0	0		0	
5150 Memberships	0	0	0		0	
5160 Office Expense	0	0	0		0	
5165 Professional & Specialized	0	0	0		0	
5166 A87 Costs	0	0	0		0	
5180 Rents Building	0	0	0		0	
Other	0	0	0			
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

BUDGET UNIT DETAIL

SCHEDULE 9

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**ABOVE GROUND TANKS**
Function	Public Protection
Activity	Police Protection
Fund	**Special Revenue**
Budget Unit	8915821

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Services & Supplies						
5106 Insurance	0	0	0		0	
5120 Communications	0	0	0		0	
5177 Treasure's Fees	0	0	0		0	
5145 Maintenance Building	0	0	0		0	
5150 Memberships	0	0	0		0	
5160 Office Expense	0	0	0		0	
5165 Professional & Specialized	0	0	0		0	
5166 A87 Costs	0	0	0		0	
5180 Rents Building	0	0	0		0	
Other	0	0	0		0	
Total Services & Supplies	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**0**	**0**	**0**

STATE CONTROLLER
COUNTY BUDGET ACT

ENTERPRISE FUND

SCHEDULE 11

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Fund Title	**AVIATION**
Activity	Transportation Terminal
Fund	**033 Aviation**
Budget Unit	0330000

OPERATION OF ENTERPRISE FUND

CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Financing Source by Revenue Category						
Use Of Money	0	0	0		0	
Inter Government	0	0	0	10,000	10,000	0
Charges For Services	86,696	421,905	10,000		0	
Miscellaneous	24,000	24,000	0		0	
Operating Revenues	110,696	445,905	10,000	10,000	10,000	0
Salaries & Employee Benefits						
5000 Regular Salaries						
5001 Extra Help						
5002 Overtime						
5007 Benefits						
Total Salaries & Benefits	**0**	**0**	**0**	**0**	**0**	**0**
Operating Expenses						
5240 Maintenance	0	0	0			
5177 Treasurers Fees	0	0	100	100	100	
5155 Misc	0	0	0			
5165 Professional & Specialized	27,030	423,268	0			
5187 Special Dept Expense	654	6,545	0			
7003 Administration	0	0	768	768	768	
5195 Utilities	1,163	1,170	1,000	1,000	1,000	
Total Services & Supplies	**28,846**	**430,983**	**1,868**	**1,868**	**1,868**	**0**
Fixed Assets						
	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
TOTAL OPERATING EXPENSE	**28,846**	**430,983**	**1,868**	**1,868**	**1,868**	**0**
Net Operating Income	**81,850**	**14,922**	**8,132**	**8,132**	**8,132**	**0**
Non-Operating Revenue (Expenses)						
5106 Insurance	(1,517)	(1,513)	(1,517)	(1,526)	(1,526)	
5166 Cost Allocation	(443)	(627)	(443)	(14,307)	(14,307)	
Taxes	0	0	0	0	0	0
Use of Money	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0
Non-Operating	**(1,960)**	**(2,140)**	**(1,960)**	**(15,832)**	**(15,832)**	**0**
Income Before Transfers	79,890	12,782	6,172	(7,700)	(7,700)	0
Transfers In (out)	0	0	0	0	0	0
Change In Net Assets	79,890	12,782	6,172	(7,700)	(7,700)	0
Net Assets Beginning	0	0	0	(2,284)	(2,284)	0
Net Assets End	79,890	12,782	6,172	(9,984)	(9,984)	0

* Grant #1 86,007; Grnat #2 $543,000

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

OPERATION OF ENTERPRISE FUND

Fund Title	**SOLID WASTE OPERATIONS**
Activity	Sanitation
Fund	**041 Solid Waste Enterprise**
Budget Unit	**0410000**
	0410000

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Financing Source by Revenue Category						
4515 Solid Waste Fees	1,101,402	1,130,237	1,197,825	1,197,825	1,197,825	
4523 Building Permits	0	0	0	10,000	10,000	
4529 Recyclables	25,509	0	0	2,000	2,000	
4530 Miscellaneous	33,093	39,987	33,000	15,000	15,000	
4370 Grant Revenues				3,000	3,000	
Operating Revenues	1,160,004	1,170,224	1,230,825	1,227,825	1,227,825	0
Salaries & Employee Benefits						
5000 Regular Salaries	27,534	19,615	71,685	67,325	67,325	
5001 Transfer Stations	80,176	95,668	112,623	112,623	112,623	
5001 Land Fill	0	0	0			
5002 Overtime	0	0	0	0	0	
5004 Retirement	16,821	9,183	17,460	14,790	14,790	
5007 Benefits	42,461	44,908	66,825	65,049	65,049	
Total Salaries & Benefits	**166,992**	**169,374**	**268,593**	**259,787**	**259,787**	**0**
Services & Supplies						
5177 Miscellaneous	2,153	3,702	2,500			
8910 Communications	230	381	2,500	2,500	2,500	
8911 Memberships	2,400	2,400	2,400	2,400	2,400	
8912 Office Expense	810	993	1,000	1,000	1,000	
8915 Utilities/Landfill	1,504	33,272	3,000	3,000	3,000	
8916 Utilities/Transfer Sites	881	818	3,000	3,000	3,000	
8920 Clothing	425	3,844	1,500	1,500	1,500	
8921 Household Expenses	584	1,013	1,000	1,000	1,000	
8940 Maintenance. Equipments	29,691	11,718	20,000	20,000	20,000	
8941 Maintenance. Signs/Fence	387	1,483	5,000	5,000	5,000	
8942 Maintenance. Buildings	1,764	1,017	5,000	5,000	5,000	
8943 Oil Recycling/Freon Fluid	3,152	3,814	4,000	4,000	4,000	
8950 Road - Landfill Operations	2,128	0	10,000	10,000	10,000	
8952 Road - Brush Chipper	4,526	11,762	54,000	54,000	54,000	
8953 Road - Burning	12,090	14,192	10,000	10,000	10,000	
8954 Litter Control	2,052	5,816	5,000	5,000	5,000	
8955 Road - Director Mgt.	12,482	12,725	10,000	10,000	10,000	
8956 Road - Superintendent Mgt.	21,105	16,172	20,000	20,000	20,000	
8957 Road - Administration	31,807	41,369	30,000	30,000	30,000	
8958 Road - Accounting	0	930	0	0	0	
8959 Road - Miscellaneous	58,973	47,966	50,000	50,000	50,000	
8949 Road Snow Removal	1,115	2,624	5,000	5,000	5,000	
8994 Publications/Legal Notices	515	225	250	250	250	
8995 Special Dept. Expenses	38,040	35,221	15,000	15,000	15,000	
8996 Transportation	0	0	1,000	1,000	1,000	
8997 Porta-Pots	5,887	6,598	6,000	6,000	6,000	
Total Services & Supplies	**234,701**	**260,055**	**267,150**	**264,650**	**264,650**	**0**

Continued on next page

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

OPERATION OF ENTERPRISE FUND

Fund Title	**SOLID WASTE OPERATIONS**
Activity	Sanitation
Fund	**041 Solid Waste Enterprise**
Budget Unit	**6040**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Continued from previous page						
Professional Services						
8970 County Counsel	0	0	1,000	1,000	1,000	
8972 Consultant Mgt	94,066	72,835	82,000	82,000	82,000	
8973 Water Testing	0	0	25,000	25,000	25,000	
8975 SRRE-HWWE	9,803	5,941	8,000	8,000	8,000	
8976 SRRE-NDFE	0	0	0			
8977 SRRE Siting Element	0	0	0			
8978 SRRE Miscellaneous	0	0	0			
8979 RWQCB Annual Report	0	0	5,000	5,000	5,000	
8980 Haul Contract	238,334	250,446	300,000	300,000	300,000	
8981 Tire Removal	0	0	1,000	1,000	1,000	
5165 Prefessional & Spec Srvs	1,500	2,872	2,500			
8985 IWWB/SBE	0	0	0			
8986 Waste Discharge Req	0	0	1,000	1,000	1,000	
8990 Fees - IWWB/SBE	560	(61)	2,500	2,500	2,500	
8991 Fees - USFS Permits	0	0	0			
8992 Fees - Air Quality	0	0	0			
8993 Fees - RWQCB	22,815	27,646	28,000	28,000	28,000	
Total Professional Services	**367,077**	**359,678**	**456,000**	**453,500**	**453,500**	**0**
Other Charges						
8983 Oil Recycling Grants	0	0	0			
8984 Recycling Grants	0	0	0			
Total Other Charges	**0**	**0**	**0**	**0**	**0**	**0**
Fixed Assets						
8961 Building & Improvments	0	52,237	236,000	236,000	236,000	
8962 Equipment	0	20,136	45,000	45,000	45,000	
Total Fixed Assets	**0**	**72,373**	**281,000**	**281,000**	**281,000**	**0**
TOTAL OPERATING EXPENSE	**768,770**	**861,480**	**1,272,743**	**1,258,937**	**1,258,937**	**0**
Net Operating Income	**391,235**	**308,744**	**(41,918)**	**(31,112)**	**(31,112)**	**0**

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

OPERATION OF ENTERPRISE FUND

Fund Title	**SOLID WASTE FEE ADMIN**
Activity	Sanitation
Fund	**041 Solid Waste Enterprise**
Budget Unit	**0416050**

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Non-Operating Expenses						
Salaries & Employee Benefits						
5000 Regular Salaries	17,341	4,970	0	4,360	4,360	
5001 Extra Help	0	0	0			
5002 Overtime	0	0	0			
5004 Retirement	2,721	1,961	0	2,670	2,670	
5007 Benefits	7,516	1,710	0	1,776	1,776	
Total Salaries & Benefits	**27,578**	**8,641**	**0**	**8,806**	**8,806**	**0**
Services & Supplies						
8930 Insurance	12,738	16,531	0	20,357	20,357	
5120 Communications	0	0	0			
5140 Maintenance Equipment	0	0	0			
5150 Memberships	0	0	0			
5160 Office Expense	0	444	0	501	501	
5165 Professional & Specialized	2,616	2,689	0	2,500	2,500	
8971 A87 Costs	58,902	29,373	0	4,294	4,294	
5174 Publications & Legal Notices	0	0	0			
5187 Special Dept Expense	1,468	459	0			
8998 Closure/Post-Closure Fund	0	0	0			
8999 RWQCB Trust Fund	0	0	0			
5191 Transportation & Travel	0	0	0			
Total Services & Supplies	**75,724**	**49,496**	**0**	**27,652**	**27,652**	**0**
Fixed Assets						
6228 Equipment	0	0	0	500	500	
Total Fixed Assets	**0**	**0**	**0**	**500**	**500**	**0**
TOTAL NON-OPERATING EXPENSE	**103,302**	**58,138**	**0**	**36,958**	**36,958**	**0**
NON-OPERATING REVENUES(EXPENSES)						
Taxes	3,872	(261)	4,422			
Use of Money	0	5,060	0		0	
Intergovernmental	0	0	0		0	
Non-Operating	**3,872**	**4,800**	**4,422**	**0**	**0**	**0**
NON-OPERATING NET REVENUES(EXPENSES	**(99,430)**	**(53,338)**	**4,422**	**(36,958)**	**(36,958)**	**0**
Income Before Transfers	291,804	255,406	(37,496)	(36,958)	(68,070)	0
* Transfers In (out)	(10,000)	(10,000)	3,000	(30,000)	(112,000)	
Change In Net Assets	281,804	245,406	(34,496)	(66,958)	(180,070)	0
Net Assets Beginning			80,860	500,000	375,151	
Net Assets End	281,804	245,406	46,364	433,042	195,081	0
Number of Personnel Budgeted	3.0	4.7	4.7	4.7	4.7	4.7
* RWQCB Trust Fund				0		0
* Closure/Post-Closure Fund						
* RWQCB Trust Fund						

STATE CONTROLLER
COUNTY BUDGET ACT

ENTERPRISE FUND

SCHEDULE 11

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

OPERATION OF ENTERPRISE FUND

Fund Title	**SOLID WASTE GRANT FUNDS**
Activity	Sanitation
Fund	**042 SW Closure Post Closer**
Budget Unit	**0420000**
	Closure Post Closer

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Financing Source by Revenue Category						
Licenses Permits & Franchises	0	0	0	0	0	0
Fines, Forfeitures & Penalties	0	0	0	0	0	0
Interest	23,492	25,350	12,000	12,000	12,000	
Transfers In	10,000	0	0	0	0	0
Operating Revenues	33,492	25,350	12,000	0	12,000	0
Salaries & Employee Benefits						
5000 Regular Salaries						
5001 Extra Help						
5002 Overtime						
5007 Benefits						
Total Salaries & Benefits	**0**	**0**	**0**	**0**	**0**	**0**
Services & Supplies						
5165 Professional & Specialized	0	0	0			
5168 Publications & Legal Notices	0	0	0			
8957 Road Administration	0	0	0			
7600	434,462	434,462	327,000	327,000	327,000	
Total Services & Supplies	**434,462**	**434,462**	**327,000**	**327,000**	**327,000**	**0**
Fixed Assets						
8963 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**		**0**	**0**
BUDGET UNIT TOTAL	**434,462**	**434,462**	**327,000**	**327,000**	**327,000**	**0**
Net Operating Income	**(400,970)**	**(409,112)**	**(315,000)**	**(327,000)**	**(315,000)**	**0**
Non-Operating Revenue (Expenses)						
5106 Insurance						
5166 Cost Allocation						
Taxes						
Use of Money						
Intergovernmental						
Non-Operating	**0**	**0**	**0**	**0**	**0**	**0**
Income	(400,970)	(409,112)	(315,000)	(327,000)	(315,000)	0
Change In Net Assets	(400,970)	(409,112)	(315,000)	(327,000)	(315,000)	0
Net Assets Beginning	0	0	0	1,149,305	1,487,918	
Net Assets End	(400,970)	(409,112)	(315,000)	822,305	1,172,918	0

STATE CONTROLLER
COUNTY BUDGET ACT

ENTERPRISE FUND

SCHEDULE 11

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

OPERATION OF ENTERPRISE FUND

Fund Title	**SOLID WASTE GRANT FUNDS**
Activity	Sanitation
Fund	**042 SW Post Closer**
Budget Unit	**0421000**
	Post Closer Reserve Fund

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Financing Source by Revenue Category						
Licenses Permits & Franchises	0	0	0	0	0	0
Fines, Forfeitures & Penalties	0	0	0	0	0	0
Interest	0	0	0			
Transfers In	10,000	10,000	30,000	30,000	30,000	0
Operating Revenues	10,000	10,000	30,000	30,000	30,000	0
Salaries & Employee Benefits						
5000 Regular Salaries						
5001 Extra Help						
5002 Overtime						
5007 Benefits						
Total Salaries & Benefits	**0**	**0**	**0**	**0**	**0**	**0**
Services & Supplies						
5165 Professional & Specialized	0	0	0			
5168 Publications & Legal Notices	0	0	0			
8957 Road Administration	0	0	0			
	0	0	0			
Total Services & Supplies	**0**	**0**	**0**		**0**	**0**
Fixed Assets						
8963 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**		**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**		**0**	**0**
Net Operating Income	**10,000**	**10,000**	**30,000**	**30,000**	**30,000**	**0**
Non-Operating Revenue (Expenses)						
5106 Insurance						
5166 Cost Allocation						
Taxes						
Use of Money						
Intergovernmental						
Non-Operating	**0**	**0**	**0**	**0**	**0**	**0**
Income	10,000	10,000	30,000	20,000	30,000	0
Change In Net Assets	10,000	10,000	30,000	20,000	30,000	0
Net Assets Beginning	0	0	0			
Net Assets End	10,000	10,000	30,000	20,000	30,000	0

STATE CONTROLLER
COUNTY BUDGET ACT

ENTERPRISE FUND

SCHEDULE 11

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

OPERATION OF ENTERPRISE FUND

Fund Title	**SOLID WASTE GRANT FUNDS**
Activity	Sanitation
Fund	**042 SW Post Closer**
Budget Unit	**0422000**
	Post Closer Reserve Fund

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Financing Source by Revenue Category						
Licenses Permits & Franchises	0	0	0	0	0	0
Fines, Forfeitures & Penalties	0	0	0	0	0	0
Interest	0	0	0			
Transfers In	434,462	434,462	327,000	327,000	327,000	
Operating Revenues	434,462	434,462	327,000	327,000	327,000	0
Salaries & Employee Benefits						
5000 Regular Salaries						
5001 Extra Help						
5002 Overtime						
5007 Benefits						
Total Salaries & Benefits	**0**	**0**	**0**	**0**	**0**	**0**
Services & Supplies						
5165 Professional & Specialized	0	0	0	200,000	200,000	
5168 Publications & Legal Notices	0	0	0			
8957 Road Administration	0	0	0	100,000	100,000	
	0	0	0			
Total Services & Supplies	**0**	**0**	**0**	**300,000**	**300,000**	**0**
Fixed Assets						
8963 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**0**	**0**	**0**	**300,000**	**300,000**	**0**
Net Operating Income	**434,462**	**434,462**	**327,000**	**27,000**	**27,000**	**0**
Non-Operating Revenue (Expenses)						
5106 Insurance						
5166 Cost Allocation						
Taxes						
Use of Money						
Intergovernmental						
Non-Operating	**0**	**0**	**0**	**0**	**0**	**0**
Income	434,462	434,462	327,000			
Change In Net Assets	434,462	434,462	327,000	0	0	0
Net Assets Beginning	0	0	0			
Net Assets End	434,462	434,462	327,000	0	0	0

STATE CONTROLLER
COUNTY BUDGET ACT

ENTERPRISE FUND

SCHEDULE 11

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

OPERATION OF ENTERPRISE FUND

Fund Title	**SOLID WASTE GRANT FUNDS**
Activity	Sanitation
Fund	**043 Solid Waste Enterprise**
Budget Unit	**043**
	Recyle Grants

FINANCING USES CLASSIFICATION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PRELIMINARY (6)	2020-21 Final (7)
Salaries & Employee Benefits						
5000 Regular Salaries						
5001 Extra Help						
5002 Overtime						
5007 Benefits						
Total Salaries & Benefits	**0**	**0**	**0**	**0**	**0**	**0**
Services & Supplies						
5155 Memberships	0	0	0			
			0			
5165 Professional & Specialized	1,650	1,100	0			
		0	0			
5168 Publications & Legal Notices	2,007	1,032	0			
5177 Treasurer's Fees	0	0	0			
8914 Publications	0	0	0			
8957 Road Administrati	0	0	0	0	0	0
5131 Supplies		0	0	0	0	0
8975 SRRE HWWE	0	0	0			
8983 Oil Recycle	0	0	0			
8986 Waste Discharge	0	0	0			
8995 Special Department Exp	2,012	3,861	47,000	47,000	47,000	
8996 Travel	0	0	0			
8997 Porta-Pots			0			
Total Services & Supplies	**5,668**	**5,993**	**47,000**	**47,000**	**47,000**	**0**
Fixed Assets						
8963 Equipment	0	0	0	20,000	20,000	
Total Fixed Assets	**0**	**0**	**0**	**20,000**	**20,000**	**0**
BUDGET UNIT TOTAL	**5,668**	**5,993**	**47,000**	**67,000**	**67,000**	**0**
Non-Operating Revenue (Expenses)						
5106 Insurance	0	0	0			
5166 Cost Allocation	0	0	0			
Taxes	0	0	0	0	0	0
Use of Money	0	0	0			
Intergovernmental	15,000	22,500	0	30,000	30,000	
Non-Operating	**15,000**	**22,500**	**0**	**30,000**	**30,000**	**0**
Income Before Transfers	9,332	16,507	(47,000)	(37,000)	(37,000)	0
Transfers In (out)	0	0	0	(3,000)	(3,000)	
Change In Net Assets	9,332	16,507	(47,000)	(40,000)	(40,000)	0
Net Assets Beginning	0	0	0	40,000	40,000	
Net Assets End	9,332	16,507	(47,000)	0	0	0

STATE CONTROLLER
COUNTY BUDGET ACT

ENTERPRISE FUND

SCHEDULE 11

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Fund Title	**SOLID WASTE GRANT FUNDS**
Activity	Sanitation
Fund	**044 WQCB**
Budget Unit	**044**

OPERATION OF ENTERPRISE FUND

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Salaries & Employee Benefits						
5000 Regular Salaries						
5001 Extra Help						
5002 Overtime						
5007 Benefits						
Total Salaries & Benefits	**0**	**0**	**0**	**0**	**0**	**0**
Services & Supplies						
5106 Insurance						
5168 Publications & Legal Notices						
5177 Treasurer's Fees						
8914 Publications						
8957 Road Administrati						
5131 Supplies	8,083	27,559	67,000			
8975 SRRE HWWE						
8983 Oil Recycle						
8986 Waste Discharge						
8995 Special Department Exp						
8996 Travel						
5165 Professional & Specialized						
5191 Transportation & Travel						
Total Services & Supplies	**8,083**	**27,559**	**67,000**	**0**	**0**	**0**
Fixed Assets						
6228 Equipment	0	0	0			
Total Fixed Assets	**0**	**0**	**0**	**0**	**0**	**0**
BUDGET UNIT TOTAL	**8,083**	**27,559**	**67,000**	**0**	**0**	**0**
Non-Operating Revenue (Expenses)						
5106 Insurance	0	0	0			
5166 Cost Allocation	0	0	0			
Taxes	0	0	0	0	0	0
Use of Money	0	0	0	600	600	
Intergovernmental	15,000	22,500	0			
Non-Operating	**15,000**	**22,500**	**0**	**600**	**600**	**0**
Income Before Transfers	6,917	(5,059)	(67,000)	600	600	0
Transfers In (out)	0	0	0	0	0	0
Change In Net Assets	6,917	(5,059)	(67,000)	600	600	0
Net Assets Beginning	6,587	9,031	0	42,374	42,374	
Net Assets End	13,504	3,972	(67,000)	42,974	42,974	0

STATE CONTROLLER
COUNTY BUDGET ACT

ENTERPRISE FUND

SCHEDULE 11

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name	**COUNTY TRANSPORTATION**
Function	Public Ways and Facilities
Activity	Senior Van Transportation
Fund	**055 County Transportation**
Budget Unit	**0550000**

FINANCING USES CLASSIFICATION (1)	**2017-18 ACTUAL** (2)	**2018-19 ACTUAL** (3)	**2019-20 ESTIMATED** (4)	**2019-20 ADOPTED** (5)	**2020-21 PRELIMINARY** (6)	**2020-21 Final** (7)
Financing Source by Revenue Category						
Licenses Permits & Franchises	0	0	0	0	0	0
Inter Government	0	0	48,000	48,000	48,000	
Charges For Services	48,000	48,000	0			
Miscellaneous	64,792	63,921	0			
Operating Revenues	112,792	111,921	48,000	48,000	48,000	0
Salaries & Employee Benefits						
5000 Regular Salaries						
5001 Extra Help						
5002 Overtime						
5007 Benefits						
Total Salaries & Benefits	**0**	**0**	**0**	**0**	**0**	**0**
Services & Supplies						
5106 Insurance	0	0	0			
5140 Maintenance Equipment	0	0	0			
5145 Maintenance Building	0	0	0			
5150 Memberships	0	0	0			
5160 Office Expense	0	0	0			
5165 Professional & Specialized	0	0	0			
5166 A87 Costs	4,070	3,677	(4,200)			
5174 Publications & Legal Notices	0	0	0			
5175 Rents & Leases Equipment	0	0	0			
5180 Rents Building	0	0	0			
5187 Special Dept Expense	179	0	0			
6080 Golden Ray	54,000	54,000	54,000	54,000	54,000	
6081 Inc Seniors	54,000	54,000	54,000	54,000	54,000	
7600 Transfer to Other Funds	0	0	0			
Total Services & Supplies	**112,249**	**111,677**	**103,800**	**108,000**	**108,000**	**0**
Fixed Assets						
6232 Equipment	0	0	130,000	130,000	130,000	
Total Fixed Assets	**0**	**0**	**130,000**	**130,000**	**130,000**	**0**
BUDGET UNIT TOTAL	**112,249**	**111,677**	**233,800**	**238,000**	**238,000**	**0**
Net Operating Income	**543**	**244**	**(185,800)**	**(190,000)**	**(190,000)**	**0**
Non-Operating Revenue (Expenses)						
5106 Insurance	0	0	0			
5166 Cost Allocation	(4,070)	0	0	(2,689)	(2,689)	
Taxes	0	0	0	0	0	0
Use of Money	(543)	0	0			
Other	0	0	0	(6,300)	(6,300)	
Non-Operating	**(4,613)**	**0**	**0**	**(8,989)**	**(8,989)**	**0**
Income Before Transfers	(4,070)	244	(185,800)	(198,989)	(198,989)	0
Transfers In (out)	89,845	63,921	200,500	200,500	200,500	0
Change In Net Assets	85,775	64,166	14,700	1,511	1,511	0
Net Assets Beginning	0	0	0	0	0	0
Net Assets End	85,775	64,166	14,700	(0)	1,511	0

STATE CONTROLLER
COUNTY BUDGET ACT
FISCAL YEAR 2020-21

COUNTY OF SIERRA
STATE OF CALIFORNIA
TRANSFERS

From:		To:	
General Fund:			
Contributions to others	50,000	Parks Fund 208	50,000
Contributions to others	9,163	Road Fund 031	9,163
Contributions to others	7,330	Health 1991 Realignment 817	7,330
Contributions to others	7,000	CSA 1	7,000
Contributions to others	5,000	CSA 3	5,000
Contributions to others	5,324	CSA 5	5,324
Contributions to others	10,000	Sierra Brooks 2072000 Construction	10,000
Contributions to others	20,000	Board Trust	20,000
Public Assistant Funds:			
1991 Realignment 816	820,000	Welfare Funds 0515800 & 0515810	820,000
2011 Realignment 8120000	700,000	Welfare Funds 0515800 & 0515810	700,000
Family Suport 8122000	350,000	Welfare Funds 0515800 & 0515810	350,000
1991 Realignment 816	212,282	1991 Ralignment Health 817	212,282
2011 Realignment 8121000	250,000	Mental Health Department 0515670	250,000
1991 Realignment 817	450,000	Health Department 0515610	450,000
1991 Realignment 815	381,260	Mental Health Department 0515670	381,260
Law Enforcment:			
COPS 8300000	150,000	General Fund 001	150,000
COPS 8307840	128,000	General Fund 001	128,000
Rural Law Enforcement 8340000	550,000	General Fund 001	550,000
1/2¢ Sales Tax Law Enforcment	100,000	General Fund 001	100,000
2011 Realignment 8130000	182,000	General Fund 001 Dept. Spcialist	182,000
2011 Realignment 8131000	424,042	General Fund 001 Law Enforcment	424,042
2012 Realignment 8131010	27,281		27,281
2012 Realignment 8134000	70,000		70,000
JJCPA 8491002	70,000		70,000
2011 Realignment 8134100	117,000	General Fund 001 YOBG	117,000
2011 Realignment 8133000	7,000	General Fund 001 D.A. & P.D. Training	7,000
2011 Realignment 8132000	24,300	General Fund 001 Court Security	24,300
Various:			
Micrographics 8211003	3,000	General Fund 001	3,000
Recorder's Modernization 8211005	3,000	General Fund 001	3,000
CSA # 1	100	Parks 208	100
CSA # 2	1,500	Parks 208	1,500
CSA # 3	1,000	Parks 208	1,000
CSA # 4	50	Parks 208	50
CSA # 5	10	Parks 208	10
2011 Realignment 8131000	1,636	2011 Realignment 8135000	1,636
Transit:			
State Transit 853 Trans Planning		County Transportation 055 Operations	200,500
State Transit 854 STA	130,000	State Transit 853 Planning	8,000
Local Transportation 855 LTF	78,500		
Health Trusts:			
LEA 8915615	16,000	Health Department 0515610	500,565
Hospital Preparedness 8915618	30,000		
Pandemic Flue 8915614	16,500		
PH Emergancy Prep. 8915616	30,000		
CUPA 8915617	80,000		
Tobaco 8915660	150,000		
Prop 56 8915611	178,065		
Mental Health Trusts:			
MHSA Prudent Reserve 8909570	385,430	MHSA Planning 8915671	319,297
		MSHA PEI 8915672	66,133
MHSA 8915671	713,466	MSHA WET 8915675	40,000
		MHAS Capital 8915676	673,466
MHSA Capital 8915676	970,454	Mental Health Dept. 0515670	4,015,117
MHSA 8915671	1,636,096		
MHSA PI 8915672	1,130,067		
MH 8915677	95,000		
Workforce Ed Training 8915675	150,000		
Prop 36 8915820	33,500		
Solid Waste:			
Operations 0410000	30,000	Fund 0421000	30,000
sw Closure Post Closure 0420000	327,000	SW Landfill Closure 0422000	327,000
Recyle Grants	3,000	Operations 0410000	3,000
	11,320,356		11,320,356

			2017-18 ACTUAL	2018-19 ACTUAL	2019-20 ESTIMATED	2020-21 PRELIMINARY	2020-21 Final BY BOARD
			(2)	(3)	(4)	(5)	(6)
		Revenue from Funds Transfers					
General Fund	0013001	4711	1,510,311	1,487,030	1,652,300	1,855,623	
Road Fund	0313010	4711	9,163	9,163	9,163	9,163	
Aviation	0330000	4711	24,000	24,000	0		
Solid Waste	0410000	4711	3,000	3,000	3,000	3,000	
Solid Waste	0420000	4711	10,000	0	0		
Solid Waste	0421000	4711	10,000	10,000	30,000	30,000	
Solid Waste	0422000	4711	434,462	434,462	327,000	327,000	
Solid Waste	0430000	4711	0	0	0		
Solid Waste	0440000	4711	0	0	0		
Health	0515610	4711	706,192	911,631	950,565	950,565	
Behavioral Health	0515670	4711	2,331,942	2,023,958	4,646,377	4,646,377	
Social Services	0515800	4711	1,121,504	795,641	1,390,000	1,870,000	
Social Services	0515810	4711	138,927	116,625	480,000		
Transportation	0550000	4711	64,792	63,921	200,500	200,500	
CSA 1	2010000	4711	4,045	3,265	11,800	7,000	
CSA 3	2030000	4711	1,904	757	9,542	5,000	
CSA 5	2050000	4711	4,043	6,207	6,569	5,324	
Sierra Brooks	2070000	4711	0	0	0		
Sierra Brooks	2072000	4711	0	0	90,000	10,000	
Parks	2083030	4711	102,227	112,335	52,660	52,660	
Board Discretionary Fund	8000000	4711	0	20,000	20,000	20,000	
	8120000	4711	4,070	0	0		
Realignment Behavioral Health	8121000	4711	0	0	0		
2011 Realignment	8135000	4711	2,676	0	1,636	1,636	
Mental Health Realignment	8150000	4711	67,952	78,667	0		
	8160000	4711	2,949	0	0		
Health Realignment	8170000	4711	42,330	220,810	219,612	219,612	
	8217270	4711	0	0	0		
	8211002	4711	0	0	0		
Vital Statistics	8211006	4711	0	0	0		
	8480000	4711	0	0	0		
Transportation Planning	8530000	4711	0	6,561	8,000	8,000	
Local Transportation	8550000	4711	0	0	0		
	8909570	4711	0	0	0		
	8915672	4711	0	0	66,133	66,133	
	8915661	4711	16,875	0	0		
MHSA PLANNING	8915671	4711	0	0	319,297	319,297	
Prevention Early Intervetion MHSA	8915675	4711	227,631	0	40,000	40,000	
MHSA CAP FACILITIES & TECH	8915676	4711	0	290,988	673,466	673,466	
	8915681	4711	0	0	0		
PROP 36 SUB ABUSE TRUST	8915820	4711	0	0	0		
			6,840,996	6,619,021	11,207,620	11,320,356	0
						0	(11,320,356)

			2017-18 ACTUAL	2018-19 ACTUAL	2019-20 ESTIMATED	2020-21 RECOMMENDED	2020-21 ADOPTED BY BOARD
	Funds Transferd out		(2)	(3)	(4)	(5)	(6)
Genaeral Fund	0015150	7600	150,321	177,158	113,817	113,817	
AB8 Equalization	0015940	7600		0	0		
Road Fund	0330000	7600	0	0	0		
Aviation	0333010	7600	0	0	0		
Solid Waste Operations	0410000	7600	10,000	10,000	0		
Solid Waster Closure	0420000	7600	434,462	434,462	327,000	327,000	
Solid Waste Grants	0430000	7600	3,000	3,000	6,000	3,000	
Solid Waste	0440000	7600	10,000	0	30,000	30,000	
Health	0515610	7600	0	9,779	0		
Behavioral Health	0515670	7600	0	12,309	0		
Social Services	0515800	7600	0	11,020	0		
Social Services	0515810	7600	0	0	0		
Transportation	0550000	7600	0	0	0		
CSA 1	2010000	7600	68	167	190	100	
CSA 2	2020000	7600	1,404	3,463	3,200	1,500	
CSA 3	2030000	7600	870	2,145	1,000	1,000	
CSA 4	2040000	7600	40	98	50	50	
CSA 5	2050000	7600	10	25	10	10	
Sierra Brooks	2060000	7600	0	0	0		
	8000000	7600	0	0	0		
	8020000	7600	0	0	0		
	8021001	7600	0	0	0		
	8030000	7600	0	0	0		
	8120000	7600	367,899	319,212	700,000	700,000	
Realignment Behavioral Health	8121000	7600	234,378	265,087	250,000	250,000	
	8122000	7600	21,795	9,294	350,000	350,000	
	8130000	7600	154,439	135,482	182,000	182,000	
	8131000	7600	196,208	263,691	376,636	425,678	
	8131010	7600	107,707	100,000	0	27,281	
	8132000	7600	24,300	36,300	24,300	24,300	
	8133000	7600	3,000	4,656	7,000	7,000	
	8134000	7600	0	0	0	70,000	
	8134100	7600	124,092	109,207	130,000	117,000	
Local Inovation Sub Acct	8135000	7600	0	0	0		
Mental Health Realignment	8150000	7600	462,189	469,662	381,260	381,260	
Social Services Realignment	8160000	7600	980,708	724,340	1,032,282	1,032,282	
Cal Works Realignment	8161000	7600	0	0	0		
Public Health Realignment	8170000	7600	464,212	591,055	450,000	450,000	
	8211003	7600	3,000	3,000	3,000	3,000	
	8211005	7600	3,000	10,800	3,000	3,000	
	8217240	7600	0	0	0		
	8217270	7600	0	0	0		
	8300000	7600	120,000	120,000	150,000	150,000	
	8307840	7600	120,000	120,000	128,000	128,000	
	8340000	7600	550,000	450,653	550,000	550,000	
	8360000	7600	107,241	99,305	100,000	100,000	
	8470000	7600	0	0	0		
	8491002	7600	0	0	0	70,000	
	8480000	7600	0	0	0		
	8509810	7600	0	0	0		
	8509820	7600	0	0	0		
	8511008	7600	0	0	0		
Transportation Planning	8530000	7600	0	0	0	0	
State Transportation	8540000	7600	0	0	130,000	130,000	
Local Transportation	8550000	7600	64,792	70,482	78,500	78,500	
	8511008	7600	0	0	0		
	8581011	7600	0	0	0		
	8628750	7600	0	0	0		
	8770000	7600	0	0	0		
	8909570	7600	0	0	385,430	385,430	
	8915609	7600	0	0	0		
	8915611	7600	0	0	0		
Innovation BH	8915612	7600	0	0	0		
PANDEMIC INFLUENZA	8915614	7600	15,026	0	16,500	16,500	
LEA	8915615	7600	14,024	15,505	16,000	16,000	
BIO-TERRORISM	8915616	7600	25,430	25,430	30,000	30,000	
CUPA	8915617	7600	65,500	67,016	80,000	80,000	
HOSPITAL PREPAREDNESS	8915618	7600	29,323	29,323	30,000	30,000	
	8915622	7600	0	0	0		

	8915623	7600	0	0	0		
	8915624	7600	0	0	0		
	8915660	7600	109,552	36,505	150,000	150,000	
	8915661	7600	0	170,715	178,065	178,065	
MHSA PLANNING	8915671	7600	1,118,190	1,284,121	2,349,562	2,349,562	
Prevention Early Intervetion MHSA	8915672	7600	206,036	142,826	1,130,067	1,130,067	
	8915670	7600	0	0	0		
SAMHSA	8915674	7600	0	0	0		
Workforce Ed	8915675	7600	0	26,916	150,000	150,000	
MHSA CAP FACILITIES & TECH	8915676	7600	15,634	28,519	970,454	970,454	
Menatl Health	8915677	7600	0	3,496	95,000	95,000	
SAPT PER - PERINATAL	8915681	7600	0	0	0		
	8915683	7600	0	0	0		
	8915684	7600	0	0	0		
SAPT PER - PERINATAL	8915685	7600	523,146	205,845	0		
PROP 36 SUB ABUSE TRUST	8915820	7600	0	0	33,500	33,500	
	8915821	7600	0	16,123	0		
			6,840,996	6,618,193	11,121,823	11,320,356	0
			0	828	85,797	0	0

STATE CONTROLLER
COUNTY BUDGET ACT

COUNTY OF SIERRA
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

LIST OF ENCUMBRANCES FROM PRIOR YEAR

FUND	FUND NAME & DEPARTMENT	DESCRIPTION	AMOUNT
001	GENERAL	Sheiff Vehicles	
001	GENERAL	Building Vehicle	
001	GENERAL	Planning Vehicle	
		Total General Fund	0
208	Parks		
031	ROAD		0
		Total Road Fund	0
051	HUMAN SERVICES		0
		Total Human Services	0
		TOTAL ENCUMBRANCE	**0**

INSURANCE DISTRIBUTION

FISCAL YEAR 2020-21

FUND/ DEPT	DEPARTMENT NAME	5006 DR. Workers Comp	Property	Liability	DR 5106 Total Property & Liability
0015010	BOARD OF SUPERVISORS	8,158.13	250.80	1,795.75	2,047
0015020	ASSESSOR	8,282.62	350.83	2,496.14	2,847
0015040	AUDITOR	15,083.86	262.84	1,884.46	2,147
0015050	TREASURER-TAX COLLECTOR	4,203.63	143.57	1,028.51	1,172
0015100	INSURANCE	1,631.63	45.39	324.82	370
0015160	ECONOMIC DEVELOPMENT	0.00	0.00	0.00	0
	ELECTIONS	0.00	0.00	0.00	0
0015261	INFORMATION SERVICES	3,263.25	143.56	1,029.15	1,173
0015280	PLANT MAINTENANCE	2,904.30	136.20	976.57	1,113
0015370	DISTRICT ATTORNEY	2,202.70	113.44	807.24	921
0015430	CLERK-RECORDER	4,894.88	228.74	1,640.04	1,869
0015450	SHERIFF-CORONER	472,885.47	33,974.57	8,786.92	42,761
0015460	MARINE PATROL	0.00	0.00	496.00	496
0015470	OCJP DRUG GRANT	0.00	0.00	0.00	0
0015480	JAIL	0.00	0.00	12,900.00	12,900
0015490	PROBATION	6,710.65	423.89	3,016.41	3,440
0015510	VICTIM-WITNESS	1,060.56	33.15	237.36	271
0015520	BUILDING	3,263.25	127.22	905.38	1,033
0015550	OES	1,794.79	48.73	348.72	397
0015560	PLANNING	4,650.14	155.65	1,108.53	1,264
0015650	ANIMAL CONTROL	0.00	0.00	0.00	0
0015900	Library				
0310000	ROAD	52,911.39	5,574.32	107,408.47	112,983
0330000	AIRPORT	0.00	13.26	1,512.35	1,526
0410000	SOLID WASTE	53,964.73	700.68	13,406.36	14,107
0515610	HEALTH	17,042.34	743.59	17,191.36	17,935
0515670	MENTAL HEALTH	34,264.16	1,461.41	17,376.94	18,838
0515800	SOCIAL SERVICES ADMIN	98,556.92	5,315.88	23,382.10	28,698
0910000	COURTS			0.00	0
2010000	CSA #1		13.26	95.35	109
2020000	CSA #2		13.26	95.35	109
2030000	CSA #3		13.26	95.35	109
2040000	CSA #4		13.26	95.35	109
2050000	CSA #5		13.26	95.35	109
2070000	SIERRA BROOKS WATER	815.81	58.48	413.38	472
			0.00		0
8530000	TRANSPORTATION COMMISSION		26.53	190.71	217
2080000	Parks	815.81	448.79	4,320.20	4,769
0015150				1,144	1,144
	Totals	**799,361**	**50,848**	**226,605**	**277,453**

COST ALLOCATION
FISCAL YEAR 2020-21

FUND/DEPT	DEPARTMENT NAME	2020-21	2019-20
0015010	BOARD OF SUPERVISORS	11,300	47,181
0015020	ASSESSOR	51,771	93,735
0015150	CONTRIBUTIONS TO OTHERS	6,048	1,402
0015160	ECON. DEVELOPMENT.	1,232	1,352
0015200	ELECTIONS	3,982	1,538
0015290	ENGINEER	530	824
0015360	COURTS	1,453	2,355
0015370	DISTRICT ATTORNEY	14,038	31,890
0015380	PUBLIC DEFENDER	2,742	3,895
0015390	LAW LIBRARY	0	(13)
0015400	GRAND JURY	5,062	706
0015430	CLERK/RECORDER	19,151	58,684
0015450	SHERIFF-CORONER	59,201	225,128
0015460	MARINE PATROL	1,392	3,236
0015470	OCJP DRUG GRANT	(1,224)	(352)
0015480	JAIL	12,607	41,843
0015490	PROBATION	24,396	59,630
0015510	VICTIM WITNESS	5,873	9,280
0015520	BUILDING	7,583	38,137
0015530	AG COMMISSIONER	731	1,517
0015550	OES	6,024	16,376
0015560	PLANNING	9,836	52,862
0015570	LAFCO	771	87
0015650	ANIMAL CONTROL	78	34
0015900	LIBRARY	310	672
0015910	FARM ADVISOR	310	625
0015920	MISC REBATES REFUNDS	(17)	0
0015930	TRAN	0	0
0015940	AB8 EQUALIZATION	0	0
0015950	PUBLIC WORKS	(11)	2,108
0310000	ROAD	262,434	202,574
0330000	AVIATION	14,307	4,312
0410000	SOLID WASTE	42,439	4,294
0515610	HEALTH	133,865	111,725
0515670	MENTAL HEALTH	312,750	147,881
0515800	WELFARE ADMIN..	276,552	211,011
055	CO TRANSPORTATION	2,689	4,200
071	FISH & GAME COMMISSION	60	129
077	PREDATOR CONTROL	31	0
201	CSA #1	1,474	624
202	CSA #2	1,482	767
203	CSA #3	1,188	659
204	CSA #4	361	245
205	CSA #5	1,446	816
207	CSA 4A5A	10,384	7,047
208	PARKS	12,753	6,925
415	CALPINE WATER	15,682	8,290
422	CEMETERY 2	364	277
423	CEMETERY 3	557	197
425	CEMETERY 5	293	315
823	Families First	646	328
853	TRANSPORTATION PLANNING	5,622	8,878
		0	
	TOTAL	**1,342,546**	**1,416,224**

AUTHORIZED & FUNDED PERMANENT POSITIONS
FY 20/21

001 5010 BOARD OF SUPERVISORS
100% *Board Member*
100% *Board Member*
100% *Board Member*
100% *Board Member*
100% *Chairperson*
5.00

001 5020 ASSESSOR
100% *Assessor*
100% Appraiser
90% Assessment Tech
100% Assessment Tech
100% Appraiser
4.90

001 5040 AUDITOR
50% *Auditor Controller / Treasurer Tax-Collector*
100% Acct Tech
100% Acct Tech
100% Chief Deputy Auditor
3.50

001 5050 TREASURER/TAX COLLECTOR
50% *Auditor Controller / Treasurer Tax-Collector*
100% CHIEF Acct Tech
100% Asst Treasurer/Tax Collector
2.50

001 5100 PERSONNEL/SAFETY
100% Personnel Tech

001 5261 MIS
100% Information Administrator IV
100% Chief Technology Officer

2.00

001 5280 PLANT MAINTENANCE
50% Plant Mgr
73% Custodian
50.0% Plant Maint.
5% *Director Transportation & Planning*
1.78

001 5370 DISTRICT ATTORNEY
100% *Dist Attorney*
35% VM %varries with grant
1.35

001 5430 CLERK/RECORDER
100% *Clerk/Recorder*
100% Chief Deputy Clerk-recorder
100% Asst. Dep-Clerk-recorder
3.00

EFTs Gen Fund 52.93

001 5450 SHERIFF-CORONER
100% *Sheriff-Coroner*
100% Undersheriff
100% Dep Sheriff
100% Dep Sheriff
100% Dep Sheriff
100% Sargent
100% Sargent/Detective
100% Dep Sheriff
100% Dep Sheriff
100% Dep Sheriff
100% Dep Sheriff
100% Dep Sheriff
100% Dispatcher/Jailer
100% Dispatcher/Jailer
100% Dispatcher/Jailer
100% Assistant to Sheriff
100% Dispatcher/Jailer

17.00

001 5460 MARINE PATROL
30.0%

001 5490 PROBATION
100% *Chief Probation Officer*
100% Probation Officer Sr.
100% Probation Splt./Court Coordinator
100% Probation Officer
4.00

001 5510 VICTIM/WITNESS
65% VM %varries with grant

001 5520 BUILDING
100% Dept Specilist
100% Sr. Bldg Inspector
2.00

001 5550 OES
10% Director
50% OES Coordinator
50% Dept Specilist
1.10

001 5560 PLANNING
35% *Dir Trans/Planning*
50% Dept Specilist
100% Asst. Dept Dir Planning & Building
100% Planner
2.85

001 5560 ANIMAL CONTROL
0.00%

031 0000 ROAD
50% *Dir Trans/Planning*
100% Office Manager
75% Eng. Tech
100% Deputy Director of Transportation - Administration
100% Chief Acct.
100% Inter. Dept. Finacial Officer
100% Road Maintenance Superintendent
100% Road Maintenance Superintendent
100% Rd Maint Supervisor
100% Rd Maint Supervisor
100% Equip Mechanic Superv
100% Rd Maint Lead Worker
100% Rd Maint Lead Worker
100% Rd Maint Worker
100% Rd Maint Worker
100% Rd Maint Worker
100% Equip Mechanic
100% Rd Maint Worker
100% Rd Maint Worker
100% Rd Maint Worker
100% Rd Maint Worker
25% Rd Maint Worker
20.50

041 6040 SW Operations
100% Rd Maint Worker
100% Solid Waste Attendent

041 6050 S/W ADMIN
10% Assessment Tech

707 0000 SIERRA BROOKS
50% Water/Service Facility Operator

708 0000 PARKS & RECREATION
50% Plant Maint.
8% Custodian

Total County Employees 116.76

051 HEALTH & HUMAN SERVICES
Shared Staff
100% Contract Anylist
100% Plant Manager
0% INFO Admin IV
100% Interdept Fiscal Officer

3.00

Behavioral Health Staff
80% Offcie MNGR DV
100% Administrative Director
100% Behavioral Health Coordinator
100% Case Manager
100% Comm Outreach Coord
100% PEER MENTOR
100% Sr. Substance Abuse Counselor
100% Clinical Director
100% Health Asst.
100% Health Asst.
100% Case Manager
100% PEER MENTOR
0% LCSW
60% Intern -BH Associate
100% Account Tech
100% Program Mngr
14.40

Social Services Staff
58% Health & Social Services Dir
5% Custodian
100% Social Worker QA/QI
100% Social Worker
100% Social Worker
100% Social Worker
100% Social Worker Supervisor
100% Acct Tech
100% Health Asst.
100% Integ Caseworker
100% Integ Caseworker
100% Integ Caseworker
100% Integ Caseworker
100% Integ Caseworker Supervisor
20% Offcie MNGR DV
12.83

Public Health
100% Program MNGR PH
100% Public Health Educator
100% Public Health Educator
100% Public Health Educator
100% Sr. Public Health Nurse
100% Acct Tech
100% Environmental Specialist
100% Health Asst.
50% MD
100% Community Outreach Coord
42% Health & Social Services Dir
9.92

40.15 H&H

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: Clerk-Recorder
APPROVING PARTY: Heather Foster, Clerk-Recorder
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Minutes from the County Service Area Board of Directors meeting held on May 19, 2020.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $ N/A

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☐No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☐Yes ☐No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☐No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

STATE OF CALIFORNIA, COUNTY OF SIERRA
COUNTY SERVICE AREAS (CSA)
BOARD OF DIRECTORS

MINUTES

May 19, 2020

The Sierra County Board of Directors for County Service Areas met on Tuesday, May 19, 2020 via teleconference.

Present: Lee Adams, Vice-Chair, District #1
Peter W. Huebner, Supervisor, District #2
Paul Roen, Supervisor, District #3
Jim Beard, Chair, District #4
Sharon Dryden, Supervisor, District #5

Staff: Heather Foster, County Clerk-Recorder
Amanda Uhrhammer, Deputy County Counsel
Van Maddox, Auditor/Treasurer Tax-Collector
Tim Beals, Director of Planning/Public Works and Transportation

9. COUNTY SERVICE AREA BOARD OF DIRECTORS

9.A. Minutes from the County Service Area Board of Directors meeting held on April 7, 2020. (CLERK OF THE BOARD)

The County Service Area Board of Directors convened at 11:45 a.m.

The Board moved to approve the minutes from the County Service Area Board of Directors meeting held on April 7, 2020.

APPROVED. Motion: Roen/Huebner/Unanimous Roll Call Vote: 5/0

9.B. Approval to use Fund 455 (Verdi Fire) to reimburse $13,000.00 to Sierra County Fire Protection District #1 for its payment to Truckee Meadows

Fire Protection District for services under County Agreement 2019-126 (October 2019) and authorize the County Auditor to make payment.

The Board moved to approve the use of Fund 455 (Verdi Fire) to reimburse $13,000.00 to Sierra County Fire Protection District #1 for its payment to Truckee Meadows Fire Protection District for services under County Agreement 2019-126 (October 2019) and authorize the County Auditor to make payment.

APPROVED. Motion: Huebner/Roen/Unanimous Roll Call Vote: 5/0

9.C. Resolution proposing to form a County Service Area Zone within existing County Services Areas 3 and 4 to impose an emergency services assessment to cover the costs of structural fire protection and emergency medical response in the communities of Verdi and Long Valley consistent with Government Code, Section 25217 (County Service Area Law).

The Director of Planning distributed and reviewed the proposed resolution and boundary for a County Service Area Zone within existing County Services Areas 3 and 4 to impose an emergency services assessment to cover the costs of structural fire protection and emergency medical response in the communities of Verdi and Long Valley.

The Director continued to explain the need to address the current special tax within a portion of the new zone and the number of improved parcels within the proposed zone that will be subject to the assessment.

Comments were received by the Clerk in regards to the necessary timeline for the adoption of the resolutions and required public hearings.

In response to the Clerk's inquiry in regards to the public hearing notice for the proposed formation of the new CSA Zone, County Counsel clarified that alternative language could be added to the resolution with respect to how the public hearing will be held as a result of the COVID-19 pandemic.

The Board moved to adopt the resolution proposing to form a County Service Area Zone within existing County Services Areas 3 and 4 to impose an emergency services assessment to cover the costs of structural fire protection and emergency medical response in the communities of Verdi and Long Valley consistent with Government Code, Section 25217 (County Service Area Law), and set the required public hearing for June 16, 2020 at 1:30 p.m. at the Loyalton Social Hall, Loyalton, CA or via teleconference.

ADOPTED Resolution 2020-001. Motion:

ADJOURN

At 12:22 p.m. with no further business, Chair Beard adjourned the meeting of the County Service Area (CSA) Board of Directors.

_____
JIM BEARD, CHAIR
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK TO THE BOARD

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: Clerk-Recorder
APPROVING PARTY: Heather Foster, Clerk-Recorder
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Minutes from the County Service Area Board of Directors meeting held on June 2, 2020.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $ N/A

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☐No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☐Yes ☐No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☐No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

STATE OF CALIFORNIA, COUNTY OF SIERRA
COUNTY SERVICE AREAS (CSA)
BOARD OF DIRECTORS

MINUTES

June 2, 2020

The Sierra County Board of Directors for County Service Areas met on Tuesday, June 2, 2020 via teleconference.

Present: Lee Adams, Vice-Chair, District #1
Peter W. Huebner, Supervisor, District #2
Paul Roen, Supervisor, District #3
Jim Beard, Chair, District #4
Sharon Dryden, Supervisor, District #5

Staff: Heather Foster, County Clerk-Recorder
Amanda Uhrhammer, Deputy County Counsel
Van Maddox, Auditor/Treasurer Tax-Collector
Tim Beals, Director of Planning/Public Works and Transportation

9. COUNTY SERVICE AREA BOARD OF DIRECTORS

The County Service Area Board of Directors convened at 11:38 a.m.

9.A. Amendment to Agreement No. 2003-192 between the County of Sierra and the Alleghany County Water District for funding for library rental space.

The Board moved to approve the amendment to Agreement No. 2003-192 between the County of Sierra and the Alleghany County Water District for funding for library rental space.

APPROVED, CSA Agreement 2020-001. Motion: Roen/Huebner/Unanimous Roll Call Vote: 5/0

9.B. Discussion and direction on status of creation of County Service Area 4, Zone 4B regarding formation, fee/assessment, and process.

The Director of Planning provided brief background on the item, which was added to the agenda in the event there was a need to discuss or make changes to the process for the formation of the County Service Area 4, Zone 4B.

Board discussion ensued.

In response to the Clerk's inquiry, the Board directed holding the public hearing on the formation of the County Service Area 4, Zone 4B via teleconference on June 16, 2020 at 1:30 p.m. in the Board of Supervisors Chambers, Downieville, CA.

ADJOURN

At 11:54 a.m. with no further business, Vice-Chair Beard adjourned the meeting of the County Service Area (CSA) Board of Directors.

JIM BEARD, CHAIR
BOARD OF SUPERVISORS

ATTEST:

HEATHER FOSTER
CLERK TO THE BOARD

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE:	**TYPE OF AGENDA ITEM:**
June 16, 2020	☐Regular ☒Timed ☐Consent

DEPARTMENT: Board of Supervisors
APPROVING PARTY: Paul Roen, Supervisor, District No. 3
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Presentation by Tracy Schohr, UC Cooperative Extenstion Livestock and Natural Resource Advisor on the Annual Report for Plumas and Sierra County.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☐Other

BACKGROUND INFORMATION:

FUNDING SOURCE: N/A
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $ N/A

ARE ADDITIONAL PERSONNEL REQUIRED?	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☐Yes ☒No
☐Yes, -- -- ☒No	**IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Plumas & Sierra Counties

ucce-plumas-sierra.ucanr.edu

University of California
Agriculture and Natural Resources

Annual Report

2019

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Tom Getts, Weed Control and Cropping Systems
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Samantha Brown, Administrative Assistant
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University of California
Agriculture and Natural Resources

Director's Report

It is our pleasure to share this report highlighting local impacts of UC Cooperative Extension in Plumas and Sierra counties! While Ryan Tompkins has only been with us a year as the Forestry and Natural Resources Advisor, he is deeply engaged with partners helping our community become more fire resilient, as well as with several projects supporting sustainable forest management. Livestock and Natural Resources Advisor Tracy Schohr's program is high energy and casts a wide net as she has helped local ranchers and land managers with invasive pests, management for long-term land health, regulatory compliance, and more effective conservation easements. Kari O'Reilly provides excellent leadership to our 4-H youth development program that teaches life skills in the context of agriculture, science and technology, youth gardening and much more. Kari also organizes the very popular 4-H Summer Camp for youth in Plumas and Sierra counties, showcased on the annual report cover photo. Tom Getts, provides technical assistance to farmers and land managers and conducts field research in weed control and irrigation efficiency to help local farmers stay productive and viable. And Samantha Brown, our Administrative Assistant, keeps us all moving forward by providing critical support to our staff and volunteers. Feel free to give us a call or come by and see us any time!

- David Lile, County Director

Master Gardener Program

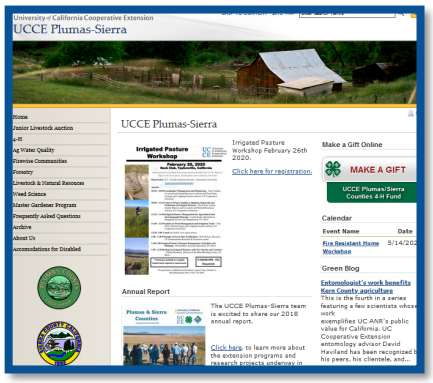
The Plumas/Sierra group of Master Gardeners is an enthusiastic cadre of volunteers, trained by UCCE, who advise and provide technical support to backyard gardeners throughout both counties!

Weed Ecology and Cropping Systems Advisor, Tom Getts, has been working with agricultural producers since 2015. His program focuses on providing insight to agronomic challenges and solving invasive weed problems throughout the intermountain region.

Outreach

UC is available in person and over the phone to provide technical information for local producers to diagnose problems to increase crop performance.

Updates on research and activities are distributed in newsletters and online.



UC works to organize and contribute to educational workshops to address issues relevant to Sierra and Plumas counties.

Research

Weed control trials to demonstrate the effectiveness of newly registered herbicides are conducted regionally to provide non-biased information for managers.

Low elevation sprinkler packages for center pivots are being tested in Sierra Valley for increased irrigation efficiency and reduced pumping cost.

Invasive weeds are problematic for all land owners. Research is being conducted to better control tall whitetop, medusahead, thistles and other rangeland species.

Ryan Tompkins is the Forest and Natural Resources Advisor that joined UC Cooperative Extension in March 2019. His research and extension program focus on sustainable forest management and restoration, building community resilience to wildfire and climate change, and supporting rural natural resource-based community capacity development.

Sustainable forest management and restoration:

- Initiated a local $100,000 forest management demonstration project with partners.
- Hosted statewide industry tour on wood products and the Plumas Forestry Institute for Teachers.
- Conducting research on reforestation techniques to be resilient to future wildfires on private and public lands.

Building community resilience to wildfire and climate change:

- Collaborated with local partners to host workshop on prescribed fire on private lands.
- Conducted fuel reduction workshop with Plumas Fire Safe Council to educate local landowners about defensible space.
- Provided technical support to local county government and non-profits.
- Assisted with updates to local Community Wildfire Protection Plan and Local Hazard Mitigation Plan.

Support rural natural resource-based community capacity:

- Provided technical advice to policy makers about forestry, fire management and impacts to rural communities.
- Offers assistance to local residents and landowners on insect and diseases, tree health, fuel reduction, permitting processes and best management practices.

Tracy Schohr is the Livestock and Natural Resources advisor. Schohr is conducting extension, education and applied research focusing on livestock production, economics, and sustainable range and pasture management. She is developing solutions to the complex issues facing commercial livestock producers in the region.

Initiated research project post Walker Fire to analyze meadow response to fire and vegetation productivity. Also, provided post-fire technical assistance to ranchers and local federal agency staff.

Hosted workshop for local government staff, ranchers and community members on conservation easements. Furthermore, investigating the evolution of deeded easement terms in the region.

Supported ranchers in Indian Valley with grasshopper infestation depleting livestock forage. Provided rapid technical resources and pest information to assist impacted ranchers.

Outreach and research on water system destroyed in Camp Fire that is critical for cattle, including the winter ground for Plumas and Sierra county ranchers.

Lead author on peer reviewed research paper on invasive weed management on California's rangelands and natural areas.

Hosted trainings and provided technical assistance to ranchers on regulatory compliance, land management and animal health.

4-H Community Education Specialist, Kari O'Reilly has been working with youth in Plumas and Sierra Counties for five years. Through community club programs, camps and in-school experiences, 4-H continues to extend it's reach and benefit youth with impactful, hands-on, community service focused programming.

Club Programs

Plumas-Sierra 4-H proudly serves eight Community Club Programs - Loyalton, Sierra Valley, Portola, Quincy, Indian Valley and Chester.

Camp

Our sleep away 4-H summer camp continues to thrive and grow! We are proud to offer an affordable, nature based camp for local youth ages 9-18! Where teens learn leadership skills as counselors.

Public Speaking Skills

We are proud to provide 4-H youth with opportunities to develop the public speaking skills they need to thrive in their lives now, and on into their futures!

4-H and School Gardens

Plumas Sierra 4-H has partnered with Plumas Public Health Department to provide curriculum, training and materials to the district wide school garden program- reaching nearly every elementary youth in the county with garden-based nutrition and academics!

Animal Projects

We've added two new animal events this year - a 4-H Dog Day and a Horse Education Day!

Community Service

4-Hers pledge their "hands to larger service" which means they continually participate in community service activities, like these 4-H members serving the Community Supper they prepared in Quincy.

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☒Timed ☐Consent

DEPARTMENT: Behavioral Health
APPROVING PARTY: Lea Salas, Administrative Director
PHONE NUMBER: (530) 993-6746

AGENDA ITEM: Approval of the Plumas and Sierra Counties Plan to address Homelessness; Accept the Sierra County Housing Study and the No Place Like Home (NPLH) Housing Site Feasability Study for Sierra County; and Authorize staff to issue a Request for Qualifications (RFQ) in order to solicit information from potential development sponsors as to their experience and qualifications to pursue an NPLH project in Sierra County.

SUPPORTIVE DOCUMENTS ATTACHED: ☒Memo ☐Resolution ☐Agreement ☒Other

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $ N/A

ARE ADDITIONAL PERSONNEL REQUIRED?	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☒Yes ☐No
☐Yes, -- -- ☒No	**IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

MEMORANDUM

Date: June 5, 2020

To: Honorable Board of Supervisors

From: Lea Salas, Behavioral Health Administrative Director

Re: Agenda Item for the Meeting of June 16, 2020

It is recommended that the Board:

1. Approve the Plumas & Sierra Counties Plan to Address Homelessness;
2. Accept the Sierra County Housing Study and the NPLH Housing Site Feasibility Study for Sierra County; and
3. Authorize staff to issue a Request for Qualifications (RFQ) in order to solicit information from potential Development Sponsors as to their experience and qualifications to pursue an NPLH project in Sierra County.

Background and Discussion:

No Place Like Home: On July 1, 2016, Governor Brown signed landmark legislation enacting the No Place Like Home program (NPLH) to dedicate up to $2 billion in bond proceeds to invest in the development of permanent supportive housing for persons experiencing homelessness, chronic homelessness, or who are at risk of chronic homelessness, and who also have a serious mental health condition. The bonds are repaid by funding from the Mental Health Services Act (MHSA).

The State Department of Housing and Community Development (HCD) is the state agency responsible for the dissemination and administration of the NPLH funding, and counties are the eligible applicants. There are two types of allocations available, a Non-Competitive Allocation and a Competitive Allocation. Each small county (counties with a population of less than 200,000 people), including Sierra, has been allocated a share of the Non-Competitive funds which is $500,000. The County's $500,000 allocation was accepted by the Board in August 2019. In addition, counties can also choose to apply for Competitive funds, and will compete within a category of like-size counties. Sierra County may therefore choose to apply and compete with other small counties for additional funds, with no project being funded for more than $20 million.

While counties are the eligible applicants for the NPLH funding, it is expected that counties will partner with a Development Sponsor who will develop, own and manage the housing units. The County functions as a "pass through" partner for the NPLH funding. The Development Sponsor, typically a nonprofit affordable housing developer, will be financially responsible for the NPLH loan which is ultimately issued by HCD. The Development Sponsor will also be responsible for determining what other sources of funding will be needed in order for the housing development to be feasible, including whether or not Competitive NPLH funds may be necessary. In addition, the County may decide in the future to allocate certain funds for the housing development from the upcoming Permanent Local Housing Allocation being made available by SB2. Potential other sources of funding that the

Development Sponsor may apply for include but are not limited to: Low Income Housing Tax Credit Program, Affordable Housing Program through the Federal Home Loan Bank and Multi-Family Housing Program and HOME Program through HCD.

Each County that applies for the NPLH funds must commit to providing Behavioral Health support services to the tenants of the assisted housing for a minimum of 20 years, as well as helping to facilitate their access to other community support services for physical health care, accessing benefits and basic housing retention skills.

There is the potential for our county to partner with Plumas County on a joint housing project that would be located in Portola and would serve residents from both counties who reside in the Sierra Valley.

Technical Assistance: In order to support the work necessary to meet certain application requirements and provide data to inform decisions about the eventual housing project, the State provided each county with a technical assistance grant to pay for consulting support in preparing for an application. In 2019, our Department joined with the Plumas County Behavioral Health Department to contract with Housing Tools, a housing and community development consultant, to prepare a two-county Plan to Address Homelessness, which is a threshold requirement to apply for NPLH funding, as well as a Housing Needs Study and Site Feasibility Study (one for each county), to assist the County in our decision-making process about the potential size, model, and sites for a supportive housing project.

The Plan and the Reports are attached as Exhibits A,B and C. Some background on the purpose and scope of each document, and their key results and findings are summarized below.

Plumas & Sierra Counties Plan to Address Homelessness

This Plan is a threshold requirement for the County to apply for and receive NPLH funds for supportive housing. The Plan is further required to address certain topics and include specific information mandated by the State. Beyond these requirements however, the Plan is intended to provide our community with a blueprint for the actions we've identified as important to address homelessness over a multi-year period. The Plan was developed in coordination with the Plumas-Sierra Counties Continuum of Care, and was facilitated through a number of meetings to discuss needs, gaps, priorities and specific actions needed to address homelessness. The Plan process also included focus groups with those who have a lived experience of homelessness, family caregivers of those with a serious mental illness, and interviews with service providers. The core of the Plan is the Proposed Solutions to Address Homelessness, which begin on page 36. These solutions include a set of goals with targeted objectives to implement or achieve over the next one, three, five and ten years. The objectives are intended to: move those currently experiencing homelessness to being housed; over time, to reduce the number of individuals and families becoming homeless for the first time; and to shorten the length of time any person or households experiences homelessness.

Key findings:

- An estimated 13.8% of the County's population (or 393 individuals) have a disability of some type, whether physical, mental or developmental. By comparison, there are no beds in housing with features and services specifically for people with disabilities in the County. One of the

Plan's objectives is to develop 10 beds of transitional housing in the County over the next five years.

- Preliminary data for the 2020 Point-in-Time (PIT) Survey shows a total of 9 individuals experiencing homelessness on the day of the count . All 9 individuals were unsheltered, as Sierra County does not have any emergency shelter options.
- The 2019 PIT Survey counted 11 homeless individuals. All individuals were unsheltered, and three self-reported having a mental illness or both a mental illness and a substance use disorder. Almost 73% were chronically homeless.
- The Sierra County Office of Education counted 12 homeless children in the County in 2019 using the McKinney-Vento definition of homelessness, which includes those who are doubled up or couch-surfing with friends or family. These families lack housing stability and are at risk of becoming unsheltered homeless.
- Congregate winter shelter options are vitally needed to address people's immediate safety needs.
- A community-identified proposed solution to homelessness is to expand the supply of and access to, affordable housing as well as supportive housing for populations with specialized needs.
- Education is needed for our community to understand the complex causes of homelessness and the dynamics of the housing development process, in order to support new housing development for those needing affordable and supportive housing.
- The County and its partners must actively pursue funding opportunities to support all forms of shelter and housing development.
- A comprehensive landlord engagement and education program is needed, which will include information about the Housing Choice Voucher Program available through the Plumas County Community Development Commission, compliance with State and local Health and Safety standards in rental units, and investigation of a non-profit community-based property management company.

Sierra County Housing Study

The purpose of the study is to describe general housing market conditions and identify development opportunities in Plumas County. It includes geography, demographics, local economic indicators, household and housing characteristics, residential construction trends, for-sale market statistics, and rental market statistics. Key findings are listed below.

<u>Demographics & Housing Affordability</u>

- There is a clear need for affordable housing in the County. Beyond meeting an immediate need for residents, affordable housing creates the potential for positive spillover benefits to the broader community.

- 83% of Sierra County households earning less than $35,000 pay 30% or more of income on housing, and 28% of renter households in the County pay more than 50% of income to rent.

- A three-person household earning 60% of Area Median Income (AMI) can afford $182 less than the Fair Market Rent of $1,270 in the County. The Fair Market Rent is much lower than the Countywide Zillow Rental Index for January 2020, which was $1,681.
- The two income categories with the most households are $100,000-$149,999 with 263 and $35,000-$49,999 with 196. About a quarter of homeowner households earn $100,000- $149,000 (259), while half earn less than $50,000 (477).
- The City of Loyalton is a 45-minute drive to Reno, Nevada which has a population of 250,998. Reno has become a major technology hub and is home to the University of Nevada, Reno. There are potential development opportunities to develop housing for people that live and/or work in the Reno area.

Housing Availability & Type

- There is a significant shortfall of at least 427 units that are affordable to Low Income households in the County.
- There is a clear shortage of smaller units for small households, and an oversupply of larger units.
- The County has experienced a net loss of six residential units from 2015-2020. A major contributor was the demolition of more than 30 mobile homes at Loyalton Mobile Estates that are no longer available to households with limited incomes.
- About two-thirds of residential units in the County were built in 1979 or earlier, and about one-third were built in 1949 or earlier. This likely indicates a high need for rehabilitation of older houses.
- There are not any multi-family rental complexes and most rentals are homes, rooms, or mobile homes. There is a bi-furcated rental market with small affordable rentals on the low end, and larger home vacation rentals on the high end.

NPLH Housing Site Feasibility Study

The purpose of the study is to research the potential of sites for the development of NPLH-assisted permanent supportive housing, and identify the most attractive site in terms of development feasibility, financial feasibility, community benefit, and neighborhood integration.

The property search focused on the City of Loyalton, which has adequate infrastructure and services to support permanent supportive housing and also has a strong need for such housing.

Two sites were analyzed and ranked as follows:

1. 701 Main Street, Loyalton. An existing office building that could be converted to permanent supportive housing units (9 Points).

2. 130-132 Smithneck Rd., Loyalton. A vacant site that would accommodate new construction of 20 permanent supportive housing units (5 Points).

It is recommended that the County conduct further investigation on these sites in partnership with a selected developer. The sites have been scored and ranked based on site characteristics. However, a key factor that will differentiate the sites will be local financial and political support.

The Site Feasibility Study completed for Plumas County includes a motel in Portola that may work as a site to rehabilitate for supportive housing, and would be appropriate to consider for a joint housing project between Sierra and Plumas counties that would serve both counties' residents.

Next Steps:

Staff will submit the approved Plan to Address Homelessness to the State Department of Housing & Community Development in order to complete our threshold documentation needed for a future NPLH Project Application.

Staff, working with our consultant Housing Tools, will issue a Request for Qualifications for a potential NPLH Development Sponsor. Selection of the Development Sponsor will be brought before this Board for discussion and approval prior to any action to enter into an agreement which would allow the selected entity to pursue a project in Sierra County, or to utilize our NPLH funds for a joint project located in Plumas County.

PLUMAS & SIERRA COUNTIES PLAN TO ADDRESS HOMELESSNESS

Final Draft: June 2020

Prepared for Plumas & Sierra Counties by

HousingTools

TABLE OF CONTENTS

A. INTRODUCTION 4

A.1 Geographic, Health, and Socio-Economic Conditions that Affect Homelessness in Plumas County

A.2 Geographic, Health, and Socio-Economic Conditions that Affect Homelessness in Sierra County

B. SUMMARY OF PLANNING 14

B.1 Initial Homelessness Planning Efforts

B.2 Plumas and Sierra Counties Strategies and Outcomes in Support of NorCal Continuum of Care Strategic Plan

B.3 No Place Like Home Planning

C. HOMELESSNESS IN PLUMAS AND SIERRA COUNTIES 18

C.1 CoC Point in Time Survey

C.2 Department of Education Data

C.3 Concluding Thoughts About the Scope of Homelessness

D. PERSPECTIVES OF THOSE WITH LIVED EXPERIENCE 23

E. SERVICE & OUTREACH CHALLENGES 25

F. PARTNERSHIPS & RESOURCES DEVOTED TO ADDRESSING & ENDING HOMELESSNESS 26

F.1 Safety Net Support

F.2 Crisis Intervention

F.3 Emergency Shelter and Transitional Housing

F.4 Rental Assistance

F.5 Mental Health Counseling and Support

F.6 Wrap Around Services

F.7 Substance Use Treatment

F.8 Health Care Services

F.9 Financial and Vocational Assistance

G. COUNTY EFFORTS TO PREVENT CRIMINALIZATION OF HOMELESSNESS 35

G.1 Plumas County

G.2 Sierra County

H. PROPOSED SOLUTIONS TO ADDRESS HOMELESSNESS 36

I. SYSTEMS IN PLACE OR BEING DEVELOPED TO COLLECT NPLH DATA 46

J. COORDINATED ENTRY SYSTEM AND REFERRAL TO NPLH UNITS 47
J.1 Plumas County
J.2 Sierra County
K. CONCLUSION 48

APPENDIX 1. TERMS & DEFINITIONS 49

A. INTRODUCTION

The Plumas and Sierra County Behavioral Health Departments have commissioned this "Plan to Address Homelessness" (the "Plan") for the purpose of laying out a focused and practical strategy for addressing the issue of homelessness in Plumas and Sierra Counties. This Plan builds upon the work of the Plumas-Sierra Counties Continuum of Care (CoC), which functions as the local housing and homelessness advisory board within the larger NorCal Continuum of Care. As contiguous counties within the northern Sierra Nevada mountain range which have a long history of service collaboration and the sharing of resources, this two-county Plan provides a joint response to homelessness, while at the same time describing the unique challenges and resources that each County brings to the issue.

The Plan is a threshold requirement of the State Housing and Community Development Department's (HCD) "No Place Like Home" Program (NPLH). This is a new statewide funding program that will allocate funds to counties and housing developers for the development of permanent supportive housing that assists those who are homeless and living with a mental illness or co-occurring diagnosis. HCD requires that any county that receives NPLH funding must adopt a 10-year homelessness plan, that the Plan incorporates some required data and topics, and that the county consults with proscribed groups to receive input. This Plan follows the HCD requirements in order to position both Plumas and Sierra Counties for receiving NPLH funds. The Plumas and Sierra Counties Behavioral Health Departments are responsible for applying for and administering the NPLH funds.

Most importantly, the Plan addresses the unique challenges and needs of those who are homeless in Plumas and Sierra Counties, which are geographically large, rural, frontier counties with limited resources. The Plan is therefore grounded in the reality of what consumers, family caregivers, concerned citizens, governmental and nonprofit stakeholders have identified as the most critical needs and feasible solutions to move individuals and families from being unhoused to becoming stably housed in Plumas and Sierra Counties, and to prevent homelessness whenever possible, including situations where those with serious mental illness must leave their family home.

As noted in *"Home, Together, the Federal Strategic Plan to Prevent and End Homelessness"*, the causes of homelessness are complex and therefore require solutions across the spectrum of community supports, where everyone works together, contributing their part. "Thriving communities need enough housing that is affordable and equitably available to people across a full range of incomes—from young adults just starting out to seniors who want to spend their remaining years feeling secure. Quality educational and career opportunities, child care, health care, substance abuse and mental health services, and aging services can help individuals and families build strong social networks, pursue economic mobility, and strengthen their overall well-being. These services, and other federal, state, and local programs must be well-

coordinated among themselves and with the business, philanthropic and faith communities that can supplement and enhance them."[1]

In alignment with this statement, key findings and themes which emerged during the community engagement and conversations as part of the development of this Plan can be summarized as follows:

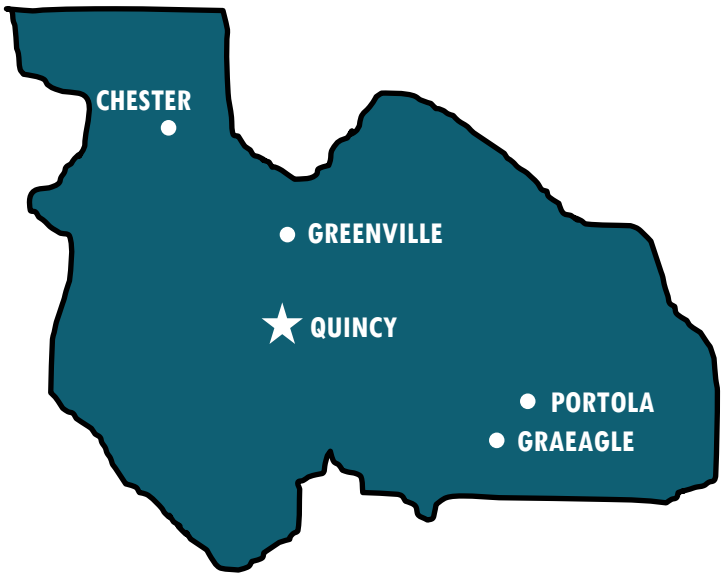
- There is a tremendous need for safe, healthy rental housing for all income levels, with those households who are low-income (80% of Area Median Income), seniors and the disabled especially affected by the shortage.
- In order to address people's immediate safety needs, working to open winter shelter options is a necessity.
- The community must pursue strong and sustainable funding sources in order to provide services to those most in need. Funding is especially needed for staff and operations for local non-profits.
- There are limited options for vitally needed transportation services. Those without cars or the money to fuel them are hampered in accessing the medical, social and financial services they need to support and improve their lives.
- Community partners must work together to identify the key indicators which put families and individuals at risk of homelessness and strengthen collaboration and systems to help avoid homelessness to the greatest extent possible.
- The greater community must be engaged to understand the economic and social factors contributing to homelessness, the current gaps in housing supply and how affordable and supportive housing plays a key role in the greater health of the community.

[1] United States Interagency Council on Homelessness, 2018 "Home, Together", p. 3

A.1 Geographic, Health, and Socio-Economic Conditions that Affect Homelessness in Plumas County

Plumas County is a small, rural county that lies in the far northern end of the Sierra Nevada mountain range. The region's rugged terrain marks the transition point between the northern Sierra Nevada Mountains and the southern end of the Cascade Range. More than 75% of the county's 2,553 square miles is National Forest. The Feather River, with its several forks, flows through the county. Quincy, the unincorporated county seat, is about 80 miles northeast from Oroville, California, and about 85 miles from Lake Tahoe and Reno, Nevada. State highways 70 and 89 traverse the county. Neighboring counties are Lassen, Yuba, Shasta, Tehama, Butte and Sierra. The county's communities are nestled in different geographic areas, such as Chester in the Almanor basin, the communities of Greenville and Taylorsville in Indian Valley, the town of Quincy in American Valley, Blairsden, Graeagle, and Clio in Mohawk Valley, and the town of Portola, which lies west of Sierra Valley on Highway 70. The majority of human support services are centered in Quincy, with limited satellite services provided in other communities. Transit services for those living in outlying communities are infrequent, and travel conditions during the winter can be challenging with snow and icy road conditions.

According to the U.S. Census 2017 American Community Survey, the county's population is approximately 18,724. The City of Portola is home to approximately 2,033 residents. The town of Quincy has an estimated population of 1,936, with the greater Quincy area population at approximately 6,391 people. Chester, which sits at the northern end of Lake Almanor, has a population of approximately 2,274. Greenville has a population of approximately 1,129; three miles east of Greenville, the Greenville Rancheria is a federally-recognized rancheria representing members of the Northern Maidu Tribe, the native inhabitants of the area.



Racially, the County's population is comprised of 89.6% Caucasian or White – of that number, approximately 8.5% identify as Hispanic or Latino. Those who identify as two or more races are 4.3% of the population, 2.1% of the county's population is Native American and Alaska Native only, and the balance are from other racial/ethnic groups.

Like many remote rural counties, Plumas County consistently ranks in the bottom tier of California counties for a variety of health and socio-economic indicators. Among some of the notable statistics:

- With 3,020 food insecure individuals in the county, Plumas' food insecurity rate is 16.1%, higher than the California state average of 11.7%[2]
- Plumas County ranks 50 out of all 58 counties in California for a suicide rate of 22.6 people per 100,000, which is more than double the state average rate of 10.4 per 100,000. [3]
- Plumas County ranks 56 out of all 58 counties in California for prenatal care utilization with only 56% of those eligible for care who access it.[4]
- Plumas County's disabled population represents 20.1% of the total population, almost double the California state average of 10.62%. [5]
- Plumas County ranks in the top 5 counties in California with the highest number of youth in foster care, 11.7 youth per 1,000 students.[6]

An overview of countywide household income and rent data provides a foundation for understanding housing affordability. The principal data source for this information is the U.S. Census 2013-2017 American Community Survey, and 2018 U.S Census estimates. Market and affordable rent information is sourced from HUD.

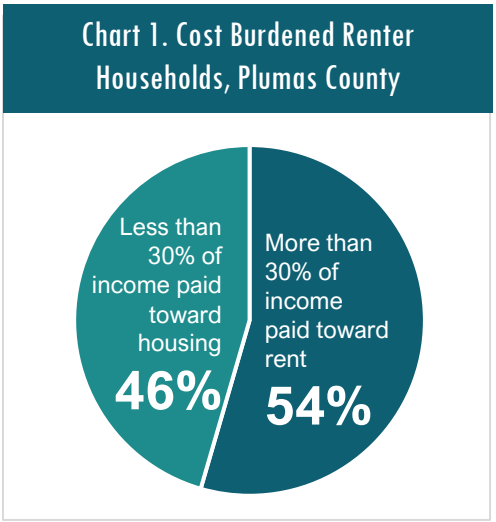
The median household income in Plumas County is $50,266. In terms of household income, 26% of all Plumas County households (or an estimated 2,183 households) earn less than $25,000 annually. These households are generally classified as "Very Low Income" by HUD and typically face challenges affording market housing costs. According to HUD, a Very Low-Income Household earns 50% of Area Median Income, which was $25,133 for a three-person household in 2018. The Federal Poverty Threshold is a measure of incomes lower than HUD's Very Low-Income definition, and is $20,780 for a three-person household in 2018.

An estimated 26% of all households in the county have income below the Federal Poverty Threshold. These households are considered to be at a high risk of becoming homeless. Persons with disabilities often have special housing needs, and also often have fixed, limited incomes. Housing that meets these needs, and housing affordability, are critical issues for this population. An estimated 20.1% of the Plumas County population (or 3,725 individuals), have a disability of some type, whether physical, mental or developmental. By comparison, there are

[2] Feeding America, Mind The Meal Gap 2018
[3] U.S. Census Bureau, American Community Survey 2017
[4] U.S. Census Bureau, American Community Survey 2017
[5] U.S. Census Bureau, American Community Survey 2017
[6] Kidsdata.org, Children in Foster Care 2018

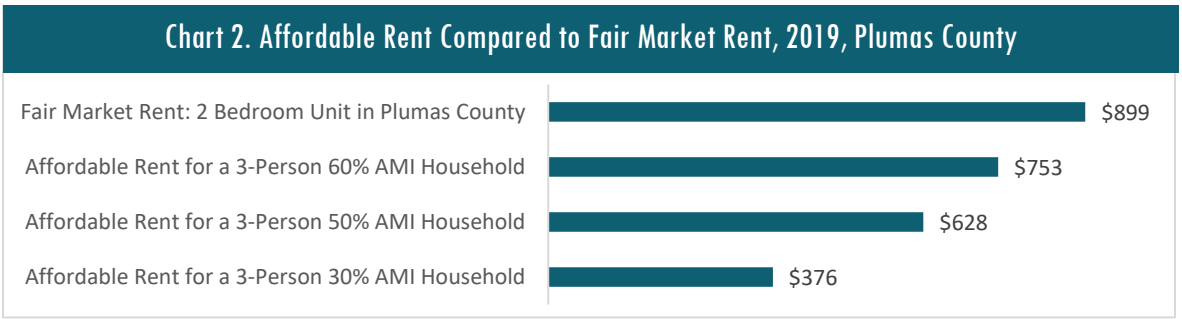
fewer than 20 single-occupancy transitional housing units with features and services specifically for disabled persons in the County.

According to the U.S Census, 54% of Plumas County households pay more than 30% of their income toward rent. The housing affordability standard used by HUD for setting Section 8 rents is 30% of income paid toward rent. The housing affordability standard used by the mortgage industry is generally 35% of income paid toward housing costs. Households that pay more than 1/3 of their income toward rent are considered to be housing cost burdened, resulting in a lack of income for other necessities.



Source: Department of Housing and Urban Development

Fair Market Rent is set by HUD for each county or Metropolitan Statistical Area to determine typical market rent. The Fair Market Rent for a two-bedroom unit in Plumas County was $899 in 2019. Affordable rent is determined by taking 30% of monthly household income. Affordable rent for a three-person household earning 50% of Area Median Income is $628, or $271 less than Fair Market Rent. Chart 2 below shows Fair Market Rent in comparison to what is affordable to households at various percentages of Area Median Income. As another indicator of housing affordability, one can calculate the number of minimum wage hours per week that would be required to afford a two-bedroom Fair Market Rent unit. At the State of California minimum wage of $13 per hour, an individual would need to work 53 hours per week, in comparison to the full time equivalent of 40 hours per week, to afford Fair Market Rent. A household would need to make $35,960 a year to afford fair market rent.

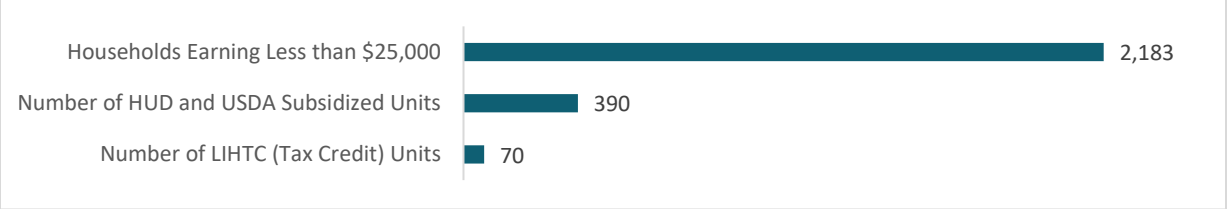


Source: Department of Housing and Urban Development

Publicly subsidized, affordable rental units are typically affordable to Very Low-Income Households, or households earning less than 30% of Area Median Income. As shown in Chart 2, these households typically cannot afford market rents. Very Low-Income households generally earn less than about $25,000 annually. Chart 3 compares the number of households earning less than $25,000 to the number of publicly subsidized affordable rental units in the county. The HUD and USDA Subsidized Units category includes public housing, other federally subsidized units, and Section 8 Housing Choice Vouchers. The LIHTC (Tax Credit) Units

category includes tax credit financed projects that are generally rent restricted for a shorter period than HUD and USDA subsidized units, and typically with higher, yet still affordable rents. As Chart 3 shows, the number of publicly subsidized, affordable units in the county falls far short of the need.

Chart 3. Affordable Housing Units and Needs, 2018, Plumas County



Sources: U.S Census, Department of Housing & Urban Development, LIHTC Database

A.2 Geographic, Health, and Socio-Economic Conditions that Affect Homelessness in Sierra County

Sierra County is the second least populated county in the State of California. In the summer months, Sierra Valley supports more cattle than the total number of Sierra County residents. Considered a "Frontier County", because of remoteness and population density, Sierra County has no stoplights, fast food restaurants, movie theaters, traditional public transportation systems, hospitals, or shopping centers. Most communities are geographically isolated from services and other communities. The county is bisected by the Sierra Nevada Mountain range, one pass (Yuba Pass, elevation 6,701 ft.) provides access between the east and west side communities. Harsh weather and mountain driving conditions make travel during the winter months treacherous and dangerous. Sierra County shares a border with the State of Nevada. Neighboring counties are Plumas, Lassen, Nevada and Yuba. Sierra County's population of 2,987 people (US Census Bureau 2018 estimate) is spread over 962 square miles (of which approximately 70% is National Forest). The only incorporated city is Loyalton, with 769 persons residing within the city proper. Another 858 residents live within Loyalton's zip code, associating approximately 50% of Sierra County's population with the City of Loyalton. While the county seat is located in Downieville, population 282 people, Sierra County Board of Supervisors' meetings alternate between the locations of Downieville and Loyalton.

Racially, the County's population is comprised of 93.2%% Caucasian or White. Those who identify as Hispanic or Latino make up 12.1% of the population. Those who identify as two or more races are 2.8% of the population, 2.5% of the county's population is Native American & Alaska Native only, and the balance are from other racial/ethnic groups.

Like most remote and rural counties in California, Sierra County consistently ranks in the bottom tier for a variety of health and socio-economic indicators. Among some of the notable statistics:

- With 400 food insecure individuals in the county, Sierra's food insecurity rate is 16.1%, higher than the California state average of 11.7%[7]
- Sierra County ranks 58 out of all 58 counties in California for a suicide rate of 25.1 people per 100,000, which is more than double the state average rate of 10.4 per 100,000. [8]
- Sierra County ranks 58 out of all 58 counties for firearm related deaths, with a rate of 15.8 people per 100,0000, compared with the state average rate of 7.9 deaths per 100,000.[9]
- Sierra County ranks 46 out of 58 counties for first trimester prenatal care rates, with a rate of 68.6% compared to the California rate of 83.5%. [10]

An overview of countywide household income and rent data provides a foundation for understanding housing affordability. The principal data source for this information is the U.S. Census 2013-2017 American Community Survey, and 2018 U.S Census estimates. Market and affordable rent information is sourced from HUD.

The median household income in Sierra County is $44,190. In terms of household income, 28.1% of all Sierra County households (or an estimated 339 households) earn less than $25,000 annually. These households are generally classified as "Very Low Income" by HUD and typically face challenges affording market housing costs. According to HUD, a Very Low Income Household earns 50% of Area Median Income, which was $22,095 for a three-person household in 2018. The Federal Poverty Threshold is a measure of incomes lower than HUD's Very Low Income definition, and is $20,780 for a three-person household in 2018.

At least 16.9% of all households in the county have income below the Federal Poverty Threshold. These households are considered to be at a high risk of becoming homeless. Persons with disabilities often have special housing needs, and also often have fixed, limited incomes. Housing that meets these needs, and housing affordability, are critical issues for this population. An estimated 13.8% of the Sierra County population (or 393 individuals), have a

[7] Feeding America, Mind The Meal Gap 2018
[8] U.S. Census Bureau, American Community Survey 2017
[9] U.S. Census Bureau, American Community Survey 2017
[10] U.S. Census Bureau, American Community Survey 2017

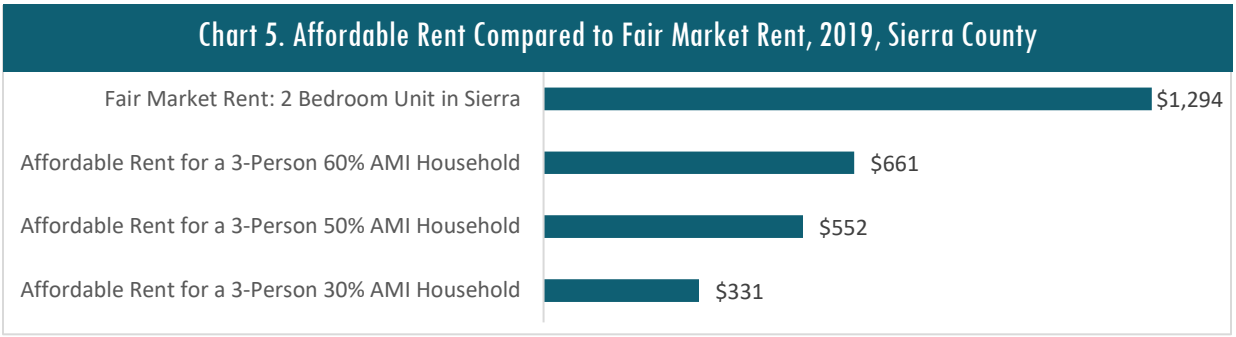
disability. By comparison, there are no beds in housing with features and services specifically for disabled persons in the County.

Chart 4. Cost Burdened Renter Households, Sierra County

Source: U.S Census

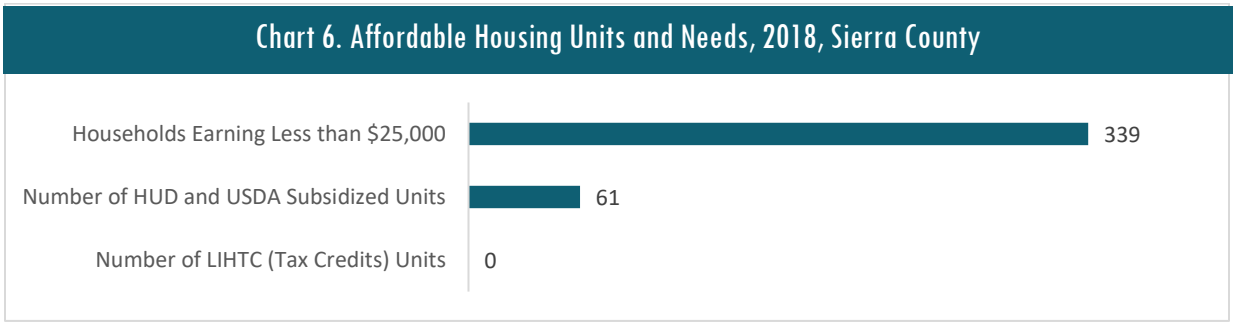
According to the U.S Census, 59% of Sierra County households pay more than 30% of their income toward rent, as shown in Chart 4. The housing affordability standard used by HUD for setting Section 8 rents is 30% of income paid toward rent. The housing affordability standard used by the mortgage industry is generally 35% of income paid toward housing costs. Households who pay more than approximately 1/3 of their income towards housing costs are considered to be housing cost burdened, resulting in a lack of income for other necessities.

Fair Market Rent is set by HUD for each county or Metropolitan Statistical Area to determine typical market rent. The Fair Market Rent for a two-bedroom unit in Sierra County was $1,294 in 2019. This rate has been especially driven up by those who live in the County but commute to Reno for work. Affordable rent is determined by taking 30% of monthly household income. Affordable rent for a three-person household earning 50% of Area Median Income is $552, or $742 less than Fair Market Rent. Chart 5 below shows Fair Market Rent in comparison to what is affordable to households at various percentages of Area Median Income. As another indicator of housing affordability, one can calculate the number of minimum wage hours per week that would be required to afford a two-bedroom Fair Market Rent unit. At the State of California minimum wage of $13 per hour, an individual would need to work 76 hours per week, in comparison to the full time equivalent of 40 hours per week, to afford Fair Market Rent. A household would need to make $51,760 a year to afford Fair Market Rent.



Source: Department of Housing and Urban Development

Publicly subsidized, affordable rental units are typically affordable to Very Low-Income Households, or households earning less than 50% of Area Median Income. As shown in Chart 2, these households typically cannot afford market rents. Very Low-Income households generally earn less than about $25,000 annually. Chart 3 compares the number of households earning less than $25,000 to the number of publicly subsidized affordable rental units in the county. The HUD and USDA Subsidized Units category includes public housing, other federally subsidized units, and Section 8 Housing Choice Vouchers. The LIHTC (Tax Credit) Units category includes tax credit financed projects that are generally rent restricted for a shorter period than HUD and USDA subsidized units, and typically with higher, yet still affordable rents. As Chart 6 shows, the number of publicly subsidized, affordable units in the county falls far short of the need.



Sources: U.S Census, Department of Housing & Urban Development, LIHTC Database

B. SUMMARY OF PLANNING

B.1 Initial Homelessness Planning Efforts

Plumas-Sierra Counties Continuum of Care: The Plumas-Sierra Counties Continuum of Care is made up of staff and elected officials from both Plumas and Sierra Counties, including Behavioral Health, Public Health, Social Services, Probation, Planning and District Attorney, the NorCal Continuum of Care Coordinator, the Plumas CDC (regional Housing Authority), nonprofit homeless and other community service providers, Feather River Community College, the County Office of Education, concerned community members, and citizens who are members of the respective Behavioral Health Advisory Boards and Behavorial Health Commision. The Continuum of Care meets on a monthly basis, typically in Quincy. The Coalition functions as an Advisory Board to the NorCal Continuum of Care for issues relating to homelessness in Plumas and Sierra Counties. The Plumas-Sierra Counties Continuum of Care first met in August 2017, and then began meeting on a monthly basis beginning in the summer of 2018. The Plumas-Sierra Counties Continuum of Care has a representative who sits on the NorCal CoC Executive Board.

NorCal Continuum of Care: Plumas and Sierra Counties are members of the NorCal Continuum of Care (NorCal CoC). The NorCal CoC is a consortium of the seven rural northern California counties of Shasta, Lassen, Plumas, Sierra, Siskiyou, Del Norte and Modoc, which are working together to plan a system of housing and services for those experiencing homelessness in the region. The NorCal CoC is staffed by a designated Lead Agency who works for the Shasta County Community Action Agency (SCCAA). The NorCal CoC plays an important role as a key partner in addressing homelessness in Plumas and Sierra Counties. As an entity charged by the federal government with prioritizing and administering homeless funding, the CoC reviews and recommends applications for Emergency Solutions Grants (ESG), Homeless Housing Assistance and Prevention Grants (HHAP), and CoC grants, and submits an annual Consolidated CoC Funding Application to HUD. More recently, the NorCal CoC has also been involved in collecting, reviewing and recommending applications for the State's Homeless Emergency Aid Program (HEAP) and California Emergency Solutions and Housing (CESH) program. The NorCal CoC also maintains the consortium's Homeless Management Information (HMIS), Coordinated Entry System (CES), and ensures the execution of the Point-in-Time (PIT) Census and Survey and Housing Inventory Counts (HIC).

B.2 Plumas and Sierra Counties Strategies and Outcomes in Support of NorCal Continuum of Care Strategic Plan

The NorCal CoC has adopted an overarching Strategic Plan which is focused on a set of Foundational Priorities and Goals to develop the systems and infrastructure necessary to support project implementation and long-term success across the NorCal CoC. These Foundational Priorities include:

- Increase knowledge and understanding of housing needs and options through the development of Plans to Address Homelessness;
- Increase capacity and availability of housing and homeless services;
- Develop leadership and coordination of effort to reduce homelessness;
- Implement data tracking through HMIS and prioritization of housing services through Coordinated Entry Systems (CES).

Goals that were identified as specific areas of focus across the CoC include:

- Develop low-barrier shelter models, including the use of short-term flexible sheltering options (safe parking, roommate agreements, hostels, seasonal camping);
- Expand landlord recruitment and engagement to provide access to additional housing options;
- Ensure that local Housing Elements identify and include flexible and increased housing options to combat homelessness;
- Seek rural housing funding sources to increase housing inventory;
- Increase the affordable, supportive and transitional units available across the CoC;
- Strengthen and build the capacity of community leadership around homelessness;
- Ensure housing stability through intensive case management and supportive services.

In 2019, both Plumas and Sierra County each identified a set of goals, strategies and outcomes in support of these CoC Foundational Priorities and Goals, through the adoption of their own Strategic Plans. The integration of these goals, strategies and outcomes with the solutions identified through this Plan's process are noted in the Proposed Solutions charts which begin on page 35.

B.4 No Place Like Home Planning

Building on the momentum gained through the regular meetings of the Plumas-Sierra Counties Continuum of Care, and identification of a set of strategies to be implemented in coordination with the NorCal CoC as described above, the two counties identified the need to develop a two-county Plan to Address Homelessness. Engaging in this effort was further supported by the availability of MHSA Technical Assistance funds, and both non-competitive and competitive funding to support the development of Permanent Supportive Housing through the No Place Like Home (NPLH) program, which requires the submittal of an NPLH-compliant Plan to End Homelessness.

Community Outreach and Stakeholder Engagement

Community outreach for the development of this Plan was coordinated with the Plumas and Sierra County Behavioral Health Departments, and the Plumas-Sierra Counties Continuum of Care.

Three meetings of the Plumas-Sierra Counties Continuum of Care were dedicated to developing the Plan over the past six months—an introduction and overview of the planning process and needs/gaps brainstorming on August 29, 2019, a goal setting workshop on October 24, 2019, and a draft Plan Overview for public comment on December 12, 2019.

In addition to the Continuum of Care meetings, the Plan authors conducted focus groups, interviews, and written questionnaires as follows:

- MHSA Consumer and Caregiver Focus Groups:
    - Sierra County: Loyalton, August 15, 2019 and Downieville, August 22, 2019
    - Plumas County: Portola, September 24, 2019 and Quincy, October 3, 2019
- Interviews and/or written questionnaires with: Plumas County Community Development Corporation (Housing Authority for both Plumas and Sierra Counties), Plumas County Rural Services, Plumas County Public Health, EA Family Services (Transitional Housing Provider), and Feather River College.

Below is a summary list of those who participated in these community discussions, with participants from both Plumas and Sierra counties:

- County Behavioral Health, including Wellness Center staff and clients
- County Public Health
- County Social Services
- County Planning
- County Probation
- County Board of Supervisors
- Transitional Housing Provider: EA Family Services
- Service Providers: Plumas Rural Services, Plumas Crisis Intervention and Resource Center
- NorCal Continuum of Care

- Plumas County Community Development Commission (administering regional Housing Authority for Plumas, Sierra, Lassen and Tehama counties)
- Feather River College and County Office of Education
- Individuals currently experiencing homelessness and those who were formerly homeless, including those with serious mental illness
- Family members of those currently or previously experiencing homelessness, including those with serious mental illness

Through these meetings, focus groups, interviews and surveys, participants provided history and background, described existing programs and resources, identified challenges and needs, and made recommendations for solutions to address current gaps and challenges.

C. HOMELESSNESS IN PLUMAS AND SIERRA COUNTIES

C.1 CoC Point in Time Survey

The primary quantitative data source on homelessness is the most recent CoC Point-in-Time (PIT) survey. This is a one-week event organized by the CoC and local communities in which volunteers reach out to homeless individuals on the street, and in parks, camping areas, libraries, and shelters to capture the status of homelessness on one specific night. The PIT is an effort to learn more about the current extent and conditions of homelessness through the use of a uniform survey instrument with those willing to participate. The survey includes questions about demographics, sleeping location, residency, length of time homeless and certain disabling conditions. It is recognized nationally that PIT efforts and the resulting data generally undercounts the number of individuals experiencing homelessness, simply due to the challenges of having enough community volunteers, finding those who are unsheltered on any given day, and their willingness to participate. In addition, not every question is necessarily answered by those who are counted. Sometimes, volunteers only complete a "tally" sheet when they observe someone who appears to be homeless, but do not engage the individual in the completion of a survey. Also, not all individuals necessarily feel comfortable answering all of the questions, or the volunteer may be unable to finish a survey for a variety of reasons. Where such data gaps exist, in some cases, the preponderance of responses provide a fair picture of homelessness, given the community's demographics. Where such data gaps could affect the conclusions, it is so noted.

HUD mandates that PIT counts occur in each community the last week of January. Winter conditions in Plumas and Sierra Counties are very harsh, making a PIT count of unsheltered individuals very challenging. While Plumas County does not have any type of congregate emergency shelter or soup kitchens, they are able to provide motel vouchers, and there is a 9-bed transitional housing program in Quincy and there are multiple transitional housing units in Quincy and other communities which are contracted for through PCBH for their FSP clients. Sierra County has no emergency shelters or soup kitchens whatsoever. There are also no motels to provide shelter vouchers for the winter. This means that individuals experiencing homelessness must either find a way to survive the brutal winters outdoors, or find some form of temporary shelter and housing with community members. Survival is a day-to-day ordeal if you are not securely housed in the winter. Historically, due to these unique conditions, Sierra County has been largely unable to provide a PIT count. However, beginning in 2019, the County was able to enlist the help of a community member who had experienced homelessness, who knew where people could be found, and was trusted by those experiencing homelessness in order to complete the survey.

Plumas County: The most recent PIT completed by the County happened on January 27, 2020. The data from the 2020 PIT count is preliminary, and has not been verified by HUD.

However, these preliminary figures for 2020 are included here to provide a reference point, as compared to 2018 and 2019 data, which is more thoroughly described below.

The 2020 Point-in-Time Survey counted a total of 115 homeless individuals on the night of the count. Of these, 38 individuals were sheltered and 77 were unsheltered. All of the sheltered individuals were in Quincy, and more than half of the unsheltered individuals were also in Quincy.

The 2019 Point-in-Time Survey counted a total of 53 individuals experiencing homelessness in Plumas County. Of these individuals:

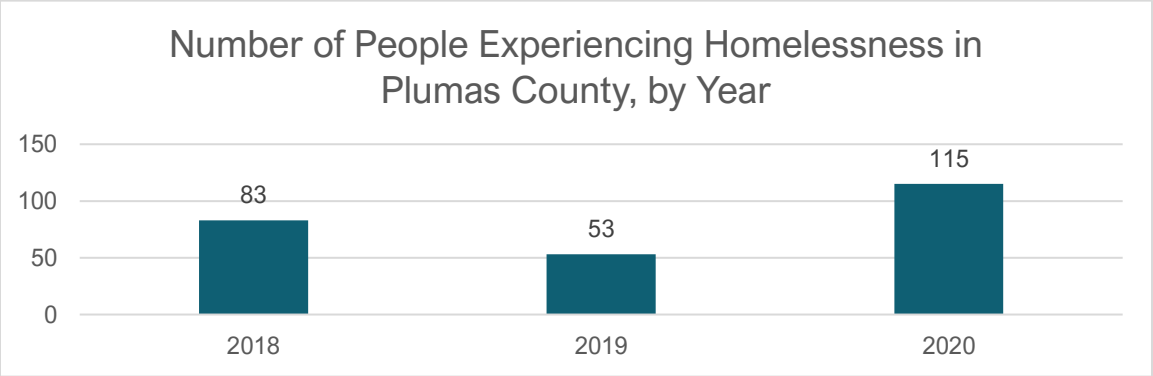
- 35 were sheltered, 18 unsheltered
- 29 were male, 24 were female
- 1 person reported being pregnant
- Most individuals (42%) were ages 25-34; there were 10 children under the age of 17
- 13 individuals reported they have lived in the county all or the majority of their lives
- 2 individuals were veterans
- 61% of individuals self-reported a mental health condition
- 16% of respondents had been in foster care

Chart 7. Homelessness and Chronic Homelessness by Household Type, 2019

	Total # Reported in 2019 PIT	Single Adult	Families	Unaccompanied Youth
Homeless	46	39 persons	3 households 12 persons	2 persons
Chronically Homeless	11	11 persons	0 households 0 persons	0 persons

Chart 8. Total Number of Homeless Individuals with Some Form of Serious Mental Illness and Co-Occuring Disabilities, 2019

	Serious Mental Illness	Co-Occurring Disabilities or Disorders	Children with a Serious Emotional Disturbance
Number of Homeless Individuals With:	23 of the 53 individuals reported have a mental illness during the 2019 PIT.	9 of the 53 individuals reported co-occurring disabilities or disorders	Data on children with such disorders who are homeless is not available.



The 2018 count in Plumas County showed 83 people, which is a number service providers feel was quite accurate, as there were many people living in sober living environments, and were therefore sheltered. The drop to 53 people in 2019 was reflective of the influx of ESG and other funding which directed more people into permanent housing. Despite this funding, in 2020, the number has increased to 115, most of which has been attributed to an increase of single men who are chronically homeless, and transitioning offenders from jail, probation and parole. It has also been noted that in 2020, families experiencing homelessness have also increased, and there is a lack of appropriate housing for them.

Sierra County: The 2020 Point-in-Time Survey counted a total of 9 individuals experiencing homelessness in Sierra Count. All 9 individuals were unsheltered, as Sierra County does not have any emergency shelter options.

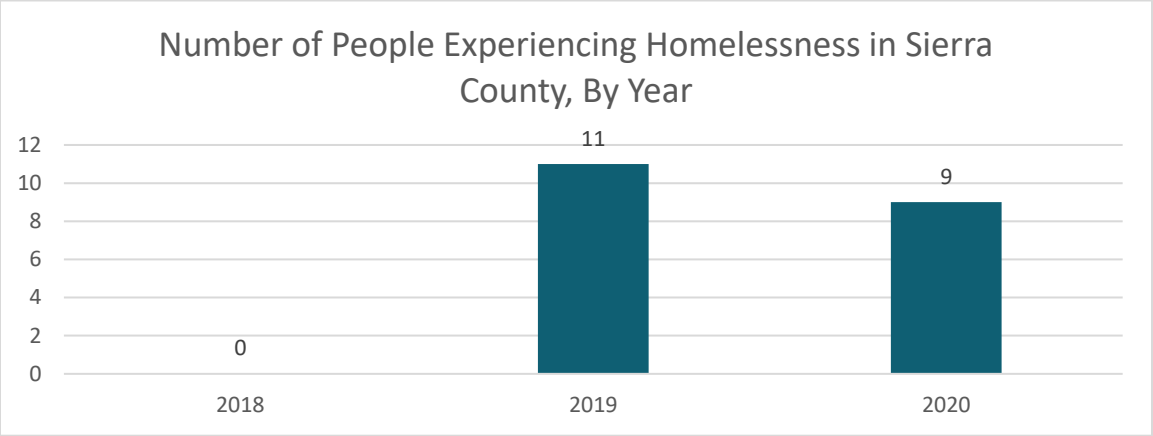
The 2019 Point-in-Time Survey counted a total of 11 individuals experiencing homelessness in Sierra County. Of these individuals:

- All were unsheltered
- All were white, non-Hispanic or Latino
- 7 were male, 4 female
- 2 people had lived their entire life in the County, 5 people from from 5-10 years
- There was one child, ages 5-12 and one person reported being a veteran
- Based on the number of times homeless in the past 3 years and number of months homeless, 8 of the 11 were chronically homeless, a rate of nearly 73%.

Chart 9. Homelessness and Chronic Homelessness by Household Type, 2019

	Total # Reported in 2019 PIT	Single Adult	Families	Unaccompanied Youth
Homeless	11	9 persons	1 households 2 persons	0 persons
Chronically Homeless	8	8 persons	0 households 0 persons	0 persons

Chart 10. Total Number of Homeless Individuals with Some Form of Serious Mental Illness and Co-Occuring Disabilities, 2019			
	Serious Mental Illness	Co-Occurring Disabilities or Disorders	Children with a Serious Emotional Disturbance
Number of Homeless Individuals With:	This number is difficult to estimate. Only 2 of the PIT respondents self-reported having a mental illness	This number is difficult to estimate. Only 1 of the PIT respondents self-reported both a mental illness and substance use disorder.	Data on children with such disorders who are homeless is not available.



As noted earlier, Sierra County, prior to 2019, had not been able to carry out a Point-in-Time survey, so the chart above for 2018 shows a baseline of zero. This should not be construed to mean that in 2018 and the years prior, there were not individuals experiencing homelessness in Sierra County. The drop from 11 persons in 2019 to 9 persons in 2020 has been noted to be a result of County staff's efforts to find people housing.

C.2 Department of Education Data

Plumas County: According to the Plumas County Office of Education, there were between 120-150 homeless children throughout the County in 2018, utilizing the McKinney-Vento definition of homelessness, which includes those who are doubled up or couch-surfing with friends or family. The data from 2019, which showed 50-70 homeless students, is not deemed to be reliable or accurate due to a change in staffing and the method used to collect the data.

Sierra County: According to the Sierra County Office of Education, there were a total of 12 homeless children throughout the County in 2019, utilizing the McKinney-Vento definition of homelessness, which includes those who are doubled up or couch-surfing with friends or family.

C.3 Concluding Thoughts About the Scope of Homelessness in Plumas and Sierra Counties

Both the PIT and Office of Education data each contribute important information in understanding the varying conditions of homelessness in Plumas and Sierra Counties. While the CoC's PIT count uses HUD's more restricted definition of homelessness, statistics from the schools use broader definitions. This range of data points is helpful in painting a more complete picture of homelessness that includes those that lack housing stability, and those that are at-risk of becoming homeless by the HUD definition. HUD considers households at risk of homelessness if they are extremely low-income without sufficient resources to prevent them from needing emergency shelter and:

- They are living in the home of another due to economic hardship;
- They have moved 2 or more times in the last 60 days due to economic reasons;
- They live in a hotel or motel;
- They have been given a tenancy termination notice which takes effect in the next 21 days;
- They are living in overcrowded conditions in an efficiency apartment or Single Room Occupancy (SRO) unit.

Consideration of these individuals and households is important in devising strategies to address the range of their housing and service needs, and prevent chronic homelessness from occurring.

D. PERSPECTIVE OF THOSE WITH LIVED EXPERIENCE

MHSA Consumer Focus Groups: Plumas and Sierra Counties conduct focus groups throughout the county on an annual basis with consumers, family caregivers, and service providers involved in Behavioral Health programs funded through the Mental Health Services Act (MHSA).

> ***"There isn't anywhere to wash my clothes or take a shower consistently."***

In order to successfully implement programs for people experiencing homelessness or mental illness, it is important that people with lived experience have meaningful involvement in planning, implementation and evaluation of programs designed to serve them. Directly consulting with people with lived experience is vital to enrich the systems we are building and drive our strategies. In-person focus groups and interviews of people with lived experience or their caretakers were conducted in September and October of 2019. Approximately 20 people were engaged through this process. The goal of the focus groups and interviews was to learn more about the primary causes of their homelessness, the specific resources and services they believe will be helpful for them, and what they feel decision-makers should know about the unique challenges of living un-housed in their region.

The quote bubbles contain the personal sharing of those who have experienced homelessness and/or mental illness in Plumas or Sierra County. They provide an insight into the complexity of the causes and challenges that those experiencing homelessness face as they attempt to stabilize their lives.

> ***"It's hard in the winter. Most people try to find a place to squat or couch surf because you can't stay warm in a tent."***

Some of the trends noted in interviews:

- Many cite the lack of affordable housing and jobs as a contributing factor to their homelessness.
- There are significant challenges in finding housing. Most landlords only rent out by word of mouth. Much of affordable housing stock is being used as vacation homes.
- Community is important. Many expressed that they would prefer to be homeless than leave their community. While there is not a formal shelter, community members sometimes take people in when the weather is harsh.
- In Sierra County, access to laundry services and showers are not reliable.
- Low income housing options, like trailer parks or studio apartments, have been closed down or there isn't enough to meet the need. People would like their own space, even if it's small.

- The typical transportation challenges for rural areas are exacerbated by lack of public transit in Sierra and very limited routes in Plumas.
- Specialty care for those with serious mental illness is often housed outside of the county, removing people from their community and family connections.
- Many experiencing homelessness are also experiencing tremendous food insecurity.
- Many express the need for supportive housing where services don't back off when people become more stable. People need ongoing engagement in services to remain as stable as possible. Even then, for those with a serious mental illness, there will be ups and downs, and phases where they may need to leave the community for a period of time to receive intensive psychiatric support services elsewhere, and then return. They want to ensure that housing is waiting for them in these situations.
- Families lose income from SSI or IHSS when their family members go to jail or must be hospitalized, putting them at risk of homelessness.

E. SERVICE AND OUTREACH CHALLENGES

Many of the challenges in serving and conducting outreach with those who are homeless, including those who are homeless or chronically homeless with a mental illness, stem from both counties' limited staff and financial resources as "small" counties (in terms of population), compounded by the fact that the counties are "large" in terms of geography and the distribution of population centers. Very small, rural 'Frontier' counties often lack the infrastructure and capacity that is needed to be able to offer every client living with SMI, SUD, or both, every acuity level of service in-county. That is why the County Behavioral Health Department must place some clients, based on need, in out-of-county treatment facilities, when appropriate. Due to the rural nature of both counties, geographic isolation is a constant challenge and/or barrier in receiving services. Transportation options are very limited. Right now, for someone who is experiencing homelessness, their access to services largely depends upon them walking into a location where services are offered to the entire community, such as one of the Plumas County Behavioral Health Wellness Centers (located in Greenville, Chester and Portola), Plumas Crisis Intervention and Resource Center (located in Quincy, Portola, and Loyalton), Plumas Rural Services (located in Quincy), or County Behavioral Health Services (located in Quincy). The establishment of the Plumas County Behavioral Health Wellness Centers was a huge step in the efforts to address the needs of community members who would otherwise not be able to access services. However, for homeless individuals who are dealing with a mental illness, who are not close enough to a population center to walk to such services, or who may have a distrust of government services, they may not be engaged at all or are only engaged at the time of crisis.

Stigma and discrimination associated with mental health are still barriers to overcome. Couple this with the small population in both counties and a perceived or real lack of anonymity (due to the close social and family connections which exist in these communities), and individuals may choose not to seek help. Housing availability is very limited. This creates a barrier when trying to achieve independent living goals for community members receiving services who know their housing options are limited. Intensive crisis stabilization services and board and care providers are not available in either Plumas or Sierra County. Thus, costly out-of-county services must be sought that remove people from their community.

F. PARTNERSHIPS AND RESOURCES DEVOTED TO ADDRESSING AND ENDING HOMELESSNESS

The Plumas-Sierra Counties Continuum of Care provides a collaborative community forum for government, service providers and other interested stakeholders to engage in the development of programs and partnerships to address homelessness in both Plumas and Sierra counties. As an Advisory Body to, and supported by the NorCal CoC, the Continuum of Care and its members will be the key driving force behind the execution of the efforts needed to achieve the goals and objectives of this Plan. What follows is a description of the existing community resources (offered by both non-profits and the Counties) which are devoted to addressing and ending homelessness in both counties. Most of the agencies noted offer a wide variety of resources, and thus cross over into multiple service categories. All agencies, for example, offer some form of information and referral to needed community resources that they themselves do not provide.

F.1 Safety Net Support

Plumas County Community Development Commission and Housing Authority: Serves both Sierra and Plumas Counties. The agency's programs include: Section 8 Housing Choice Voucher rental assistance, public housing, weatherization, utility payments, water and sewer assistance, economic development, and community and historic site restoration.

Plumas Crisis Intervention & Resource Center (PCIRC): PCIRC operates two family resource center/homeless day shelter sites located in Quincy & Portola. Sierra County programs are located in Loyalton, called Sierra SAFE, and only provides rape crisis/domestic violence services/supports. PCIRC in Quincy is the point of Coordinate Entry for all homeless in Plumas County and offers an array of emergency and and permanent housing options along with intensive case management, access of food supplies-hygiene supplies-diapers/wipes-clothing-and other household items. PCIRC provides homeless prevention services to assure households are stable. The agency operates Ohana House Emergency & Transitional Shelter and three Sober Living Homes.

Behavioral Health Plumas County Wellness Centers: With locations in Greenville, Chester, and Portola, each center offers services that can lead to greater self-sufficiency and stability. These service programs can include emergency lodging and food assistance, utilities assistance, Medi-Cal, CalFresh, and HEAP applications support and more, depending upon the local needs and available resources.

Plumas Rural Services: Provides the Women, Infants and Children (WIC) nutrition program and childcare subsidies for disadvantaged households in addition to domestic violence and emergency sheltering program available to residents in both Plumas and Sierra Counties.

California Tribal Temporary Assistance for Needy Families (TANF) Partnership: Provides assistance in the form of monthly financial grants to all eligible families referred from the State TANF Program and all eligible families who apply for assistance that reside within the designated service delivery areas.

Regional Food Pantries and Commodities:

- Quincy Food Bank (Community Assistance Network) Located at St. John's Catholic Church, Monday through Friday. Perishables the 3rd Friday of every month and Commodities on the 3rd Tuesday of every month.
- PCIRC Quincy Resource Center: Limited satellite Food Bank available Monday through Friday.
- Quincy Community Supper: Every Wednesday at the United Methodist Church
- Portola Food Bank (Eastern Plumas Community Assistance Network) Every Monday, Tuesday, Wednesday at 120 Nevada Street, Portola
- PCIRC Portola Family Resource Center: Limited satellite Food Bank available Monday through Friday.
- Salvation Army, Portola: Monday through Friday emergency food and vouchers
- Indian Valley Wellness and Family Resource Center Open first four Fridays
- Chester Wellness Center: Limited satellite Food Bank available Monday through Friday.
- High Sierras Family Services: distribution at Catholic Church in Loyalton on 1st and 3rd Fridays
- Western Sierra Food Bank: Food available for Sierra County residents by request
- North State Food Bank: Distribution tailgate events held quarterly with monthly emergency food assistance program distribution in Greenville, Quincy, Portola, Chester, Arbuckle, Grimes, Loyalton, Downieville, Sierra City, Sattley, Calpine, and Allegahany.

F.2 Crisis Intervention

Plumas-Sierra Crisis Line and Emergency Services: Plumas Crisis Intervention & Resource Center (PCIRC) utilizes community volunteers and staff to maintain the Crisis Line who are available 24/7. Crisis Line services are provided to residents seeking program support, peer counseling, resource and referral information and guidance to help solve their individual or family emergencies. Residents may call the Plumas-Sierra Crisis Line at: 530-283-4333 or 1-877-332-2754.

Sierra Crisis Stabilization Unit (CSU): Sierra County Behavioral Health has contracted with Nevada County Behavioral Health so that Sierra County community members have access to a Crisis Stabilization Unit provided by the Sierra Mental Wellness Group. The four (4) bed CSU is located in Grass Valley, California, adjacent to the entrance of the Emergency Department of

Sierra Nevada Memorial Hospital (SNMH). The CSU is part of a crisis continuum of care for residents of Sierra County. Individuals receive psychotherapy, medication services, and psychiatry for up to 23 hours per client event.

Domestic Violence Services, Plumas Rural Services: Plumas Rural Services' Domestic Violence services include safe, confidential assistance for anyone who is a victim of domestic violence. A confidential 'Safe House' is available for short-term housing. PRS also provides assistance with restraining orders and referrals to appropriate support services.

Sierra SAFE, Plumas Crisis Intervention & Resource Center: Services for victims of sexual assault and domestic violence in Plumas and Sierra Counties. The crisis line offers a 24-hour, seven day a week response to callers in Sierra and Plumas Counties and is operated by PCIRC through the use of trained volunteers. Other services include counseling, advocacy, accompaniment, and access to the domestic violence shelter, as well as restraining orders. Sierra SAFE also serves as the Rape Crisis Center for Sierra County. Staff members and volunteers are on call to support victims of rape (through a forensic exam or counseling), accompany clients to appointments or court, advocate for the survivor, and provide peer counseling. Presentations to schools, businesses, organizations and other agencies are made on topics such as rape prevention, sexual harassment, and self-defense. A lending library of books and videos is available on a wide variety of subjects.

F.3 Emergency Shelter and Transitional Housing

Ohana House, Plumas Crisis Intervention & Resource Center: Ohana House is a 12-bed emergency and transitional housing program for young adults age 18 and over, and is open to Plumas and Sierra County residents. Ohana House, located in Quincy, provides an on-site 24/7 house manager and mentor and utilizes a comprehensive case management plan with wraparound services to assist youth in achieving their educational goals to graduate high school, navigate college and career plans, and achieve permanent and independent housing. Each participant receives assistance in accessing needed health, mental health and wellness services and assistance with program eligibility and needed paperwork to access social service and financial benefit programs. All program participants are required to take part in weekly life skills classes, budgeting workshops and community service activities to further increase their knowledge and abilities for successful transition. Ohana House residents have the opportunity to participate in a plethora of experiential learning opportunities to help support their journey.

Plumas Commons, Environmental Alternatives Family Services: Plumas Commons consists of two transitional housing sites in Quincy which provide housing for up to 12 Full-Service Partner clients in a Housing First model. All clients are living with a severe mental illness and all are enrolled in the MHSA Full-Service Partnership Program. Clients are provided with intensive case management and access clinical therapy from either Behavioral Health or EA Family Services. Intensive Case management and therapeutic services are offered to all EA clients during and after their transition to independent, permanent housing. Plumas County Behavioral Health contracts with Plumas Rural Services to offer a lower intensity transitional housing program to Full-Service Partner clients who are homeless or at risk of chronic

homelessness. PCBH provides case management and therapeutic services while they stabilize in this TH program for up to two years prior to transitioning to permanent housing and receiving continued mental health, recovery, and case management services while living independently. There are no specific time limits on tenancy, this is dictated by the clients' readiness and ability to access permanent housing in the community.

Pathways Home, Plumas Crisis Intervention & Resource Center: Uses a Housing First model for transitioning offenders.

Plumas House, Plumas Crisis Intervention & Resource Center: Transitional sober living environment for men.

Motel Vouchers: Motel vouchers for homeless individuals and families are currently provided by the Plumas Crisis Intervention and Resource Center (PCIRC) and Plumas County Health and Human Services Agency. Plumas County Behavioral Health provides emergency lodging services in motel sheltering throughout the county to homeless clients through its MHSA Community Services and Supports Outreach and Engagement program. New and ongoing clients who are homeless may be housed up to 30 days during the period of treatment plan development and housing stabilization planning. Many clients who seek emergency lodging are recently discharged from psychiatric hospitals and the county jail.

F4. Rental Assistance

Plumas County Community Development Commission and Housing Authority: This is a four-county regional housing authority which provides the Housing Choice Voucher (Section 8) program for Plumas, Sierra, Lassen and Tehama counties. Vouchers are not allocated by county, there is one open waiting list for all 4 counties, with a total allocation of 632 Housing Choice Vouchers, as well as 5 Veteran's Affairs Supportive Housing (VASH) and 25 Family Unification Program (FUP) vouchers. As of this writing of this Plan, there were 175 active vouchers in Plumas County and 12 active vouchers in Sierra County. The waiting list is continually open, with applications ranked by which preferences they meet and date of application. The Plumas CDC has not historically provided Project-Based Section 8 rental assistance, but is interested in working with developers to provide such assistance.

Plumas County Behavioral Health: Plumas County Behavioral Health supports individuals living with SMI and families of children receiving services for SED with move-in deposit and utilities assistance or rental assistance through Full-Service Partnership (FSP) enrollment and, in a limited manner, rental and utility assistance to non-FSP clients.

Plumas County Public Health, Housing Opportunities for Persons with AIDS (HOPWA) and Ryan White Part B Funds: These funds are administered by Plumas County for a 5-county region (Plumas, Sierra, Siskiyou, Modoc and Lassen). Funds are used for rental assistance, mortgages or utilities for a limited time. In Fiscal Year 2018-19, 5 Plumas County residents were

assisted through HOPWA and 4 Plumas County residents were assisted with Part B funds. No Sierra County residents were served.

F.5 Mental Health Counseling and Support

Plumas County Behavioral Health Department: Adult and Children Outpatient Centers provide assessment, diagnosis, and treatment to individuals requiring mental health or dual diagnosis treatment. The outpatient treatment team consists of trained professionals including psychiatrists, licensed therapists, psychiatric technicians, case management specialists, peer advocates, substance use counselors, and support staff. Focus areas include mental health and substance abuse assessment, psychiatric assessment and evaluation for medication, medication monitoring, limited individual counseling, group counseling, telepsychiatry, bilingual counseling services, interpreter services, benefits services, MHSA Outreach and Engagement, Client Support, and FSP programs and community services referral.

Plumas County Behavioral Health Drop-In Center: The Drop-In Center in Quincy is a place for clients to meet in a warm and supportive environment. The purpose is to provide a place for self-improvement, peer-support, education, socialization, engaging and sober activities. The center has ongoing, no cost activities including: weekly groups, finding support from others with similar life issues, opportunities for becoming a working member and socialization and recreation. In addition, the Drop-In Center offers nutrition and cooking classes and support in learning daily living skills such as household management and budgeting.

Plumas County Behavioral Health Wellness Centers: Plumas County Wellness Centers are located in Greenville, Chester and Portola. While each site may offer a unique menu of services, in general, all of the Wellness Centers provide a wide array of services such as emergency lodging and food assistance, utility assistance, Medi-Cal, CalFresh, and HEAP applications support, assistance with Section 8 applications, laundry and shower facilities, access to public computers, clinical assessments and case management, as well as monthly wellness classes and groups.

Sierra County Behavioral Health Department: The Behavioral Health Department offers a broad range of mental health, alcohol, and other drug (AOD) services to all residents of Sierra County. Their goal is to offer services in a supportive environment that focuses on recovery. Regardless of ability to pay, the Behavioral Health Department provides emergency crisis assessments and other services. Services include: priority perinatal drug and alcohol treatment, alcohol and other drug assessments, case management services and referrals, individual and group alcohol and other drug counseling, medication management and services, mental health assessments, mental health individual and family counseling, nursing support, peer support services, psychiatric consultation, residential rehabilitation and/or detoxification services and veteran's peer support.

Sierra County Behavioral Health Wellness Centers: Sierra County Wellness Centers, located in Loyalton and Downieville, are wellness-focused and provide integrated services that are

supportive, alternative and unique to support community members on their recovery path. The Wellness Center strives to be culturally competent, member-driven, and wellness-focused. Peer Support Specialist staff is made up of peers with lived, personal experience. Peer Support Specialists are available to provide support, education, advocacy and hope to individuals during their unique wellness and recovery path. The Veterans' Peer Support Specialist is also housed at this site. Peer support staff provide services via the phone, home visits, and on-site. In general, the Wellness Center provides opportunities to find ways to increase the persons' served ability to live life at its fullest. Services focus on: Wellness & Recovery Action Plans (WRAP©), supportive conversation, independent living skills, veterans peer support, connection with Workforce Alliance, art and meaningful activities, social activities, living with challenges of mental illness, and collaboration with other entities to provide identified individualized services not offered through the Wellness Center.

F.6 Wrap Around Services

Plumas Crisis Intervention & Resource Center: PCIRC operates two family resource center/homeless day shelter sites located in Quincy & Portola. Sierra County programs are located in Loyalton, called Sierra SAFE, and only provides rape crisis/domestic violence services/supports. PCIRC in Quincy is the point of Coordinate Entry for all homeless in Plumas County and offers an array of emergency and and permanent housing options along with intensive case management, access of food supplies-hygiene supplies-diapers/wipes-clothing-and other household items. PCIRC provides homeless prevention services to assure households are stable. The agency operates Ohana House Emergency & Transitional Shelter and three Sober Living Homes.

Plumas and Sierra County Behavioral Health Departments: The Full Service Partnership (FSP) program is best defined as a collaborative relationship between the county and community members of all ages who live with severe mental illness (SMI) for adults or live with a severe emotional disturbance (SED) for children, and when appropriate the community member's family, by expanding mental health services and supports and providing the full MHSA spectrum of community services so that the community member can achieve their individualized identified goals. Behavioral Health staff serve as active partners to FSP partners increasing the coordination of care within the community or need-based, appropriate services which are not offered in Sierra County. The team composed of County Behavioral Health staff and individuals identified by the FSP partner offers strength-based, client/family-directed, individualized mental health and wrap-around services and supportive funding.

Plumas County Veterans Service: The Plumas County Veterans Service Office assists veterans and dependents of living and deceased veterans in filing claims for benefits with the Veterans Administration and the California Department of Veterans Affairs. These benefits include: pensions for veterans or widows of veterans; compensation for service connected disabilities; Medical care at V.A. facilities; rehabilitation programs; respite services; counseling; referrals; educational benefits for veterans and qualified dependents; burial benefits and death

pensions for veterans' widow(er)s and children. Veteran's Service Office offers many miscellaneous services such as assisting veterans in upgrading of military discharges, obtaining necessary documents to process claims, obtain copies of lost reports of separation, referral to other agencies and assist in any other possible way. Cal-Vet Loan packages are also available in this office.

F.7 Substance Use Treatment

Plumas County Behavioral Health Department: Adult and Children Outpatient Centers provide assessment, diagnosis, and treatment to individuals requiring mental health or dual diagnosis treatment. The outpatient treatment team consists of trained professionals including psychiatrists, licensed therapists, psychiatric technicians, SUD counselors, and support staff. Focus areas include mental health and substance abuse assessment, psychiatric assessment and evaluation for medication, medication monitoring, limited individual counseling, group counseling SUD intensive outpatient services, bilingual counseling services, interpreter services, benefits services, and community services referral.

Plumas County Public Health Department: Medication assisted treatment is the use of medications in combinations with counseling and behavioral therapies for the treatment of opioid dependence or substance use disorders.

Sierra County Behavioral Health Department: The Behavioral Health Department offers a broad range of mental health, alcohol, and other drug (AOD) services to all residents of Sierra County. Services include: priority perinatal drug and alcohol treatment, alcohol and other drug assessments, case management services and referrals, Individual and group alcohol and other drug counseling, medication management and services, residential rehabilitation and/or detoxification services.

Alcoholics Anonymous and Narcotics Anonymous: Alcoholics Anonymous and Narcotics Anonymous are international fellowships of people who struggle with managing their substance use. It is nonprofessional, self-supporting, multiracial, apolitical, and available almost everywhere. There are no age or education requirements. Membership is open to anyone. Led and hosted by Orchard Housing and the Methodist Church.

F.8 Health Care Services

There are a number of community-based health care providers in the County who care for the medical needs of those experiencing homelessness:

Hospitals:

- ***Plumas District Hospital:*** Hospital located in the community of Quincy and clinics in Greenville and Quincy in Plumas County. Available services include: 24/7 Emergency Department and general surgery services, Care Flight ambulance services, laboratory, x-ray, CT scanning, mammography, physical therapy, respiratory therapy, ultra sound, endoscopy, and dietitian & nutritional consultation. Lamaze training, a rural health clinic located in the medical office building, acute in-patient care and swing bed skilled nursing care, ambulances, obstetrics.
- ***Seneca Healthcare District:*** Located in the community of Chester in Plumas County. Available services include: 24/7 Emergency services; acute care services (medical/surgical/swing); respiratory care services; laboratory services; radiology services (CT, Dexa, ultrasound, limited MRF); hospice; skilled nursing facility; dietary/nutritional counseling; 5 F.P.; Primary care; OMT; specialty care; general surgery; Telemedicine services; and physical therapy.
- ***Eastern Plumas Health Care:*** EPHC has a small, 9-bed acute care hospital located in Portola in Plumas County. Patients who will benefit from hospital care close to home and family are admitted here, while many patients who need a higher level of specialty care are evaluated, stabilized, and transported by ambulance or CareFlight to a larger hospital in Reno, NV or beyond. Available services include: 24 hour ambulance service, 24 hour, physician staffed stand by emergency room, 9-bed acute care hospital, Outpatient procedures, Comprehensive imaging department, Respiratory therapy, Pulmonary function testing, Smoking cessation program, 12 lead EKG and Arterial Blood Gas (ABG), Telemedicine program, Rehabilitation services, skilled nursing facilities.

Clinics:

- **Eastern Plumas Health Care:** EPHC has clinics in Portola, Loyalton, and Graeagle that provide primary care and referrals to specialists when necessary.
- ***Western Sierra Medical Clinic:*** Located in the community of Downieville in Sierra County, WSMC offers Monday-Thursday same-day health care to patients without a primary health provider — or patients whose primary health provider is not immediately available. Dental services are only offered on Thursdays.
- **Seneca Healthcare District:** Clinical services include the Rural Health Clinic, Lake Almanor Clinic, hosts four private physician offices, a walk-in clinic, a specialty clinic and Telehealth services.
- ***Plumas County Public Health Clinic:*** The Public Health Clinic provides a variety of services including immunizations (child and adult), blood pressure checks, family

planning, AIDS/HIV testing and counseling, Hepatitis C testing, pregnancy testing, WIC evaluations, and more.

- ***Sierra County Public Health Clinic:*** The public health clinic offers family planning and immunization services.
- ***Greenville Rancheria Tribal Health Program:*** Health services provided include: immunization, physical exams, sports physicals, dental services, vision & hearing screening, blood pressure screening, pregnancy testing, TB testing, family planning, health education, marriage and family counseling.
- ***Plumas Health District Rural Health Center:*** Clinical services include outpatient primary and specialty services in Quincy and at the Indian Valley Clinic located in Greenville.

G. COUNTY EFFORTS TO PREVENT CRIMINALIZATION OF HOMELESSNESS

G.1 Plumas County Efforts

The Behavioral Health Department is working closely with the Sheriff's Office, Probation Department, and the Alternative Sentencing Program in the community to collaborate in situations where a person in crisis needs mental health services and not necessarily to be engaged with the criminal justice system, including those experiencing homelessness. Wherever possible, the goal is to provide the necessary services and interventions to avoid arrest and incarceration. This will be an on-going area of development and growth in partnership across multiple county agencies and non-profit organizations. Additionally, their Drug Court provides opportunities to collaborate in situations where a person with drug related offences participate in a comprehensive treatment and supervision. Drug Court offers individuals facing criminal charges for drug use and possession an opportunity to enter a substance abuse recovery program in lieu of straight jail time.

G.2 Sierra County Efforts

The County currently offers a Drug Court Diversion program, which provides a restorative justice alternative to traditional sentencing. Efforts are made to ensure that individuals experiencing homelessness who are also dealing with substance use addiction are directed through this program.

Due to the extremely rural and geographically dispersed nature of the county, unhoused individuals are generally allowed to camp without being subject to citation.

H. PROPOSED SOLUTIONS TO HOMELESSNESS

Two meetings of the Plumas-Sierra Counties Continuum of Care were devoted to brainstorming the current Needs/Gaps and Challenges, as well as identifying Goals and Objectives to address those Needs/Gaps. These were grouped by Priority Areas of focus. The Priority Areas are described below, with sub-sections for:

- Identified needs and gaps;
- Community challenges;
- Resources to address the needs;
- Potential solutions; and
- A set of goals with targeted objectives to implement or achieve over the next one, three, five and ten years.

The objectives are intended to:

- Move those currently experiencing homelessness to being housed;
- Over time, to reduce the number of individuals and families becoming homeless for the first time; and to
- Shorten the length of time any person or household experiences homelessness.

These Priority Areas are not ranked by level of importance. Where a Priority Area, Goal or Objective aligns with and is supportive of each county's portion of the NorCal CoC Strategic Plan, it is so noted.

Priority Area 1:
Homeless Management Information System (HMIS) and Coordinated Entry

Needs and Gaps:

- More formally establish and embed the use of HMIS into agencies serving the homeless. The only current provider using HMIS is Plumas Crisis Intervention and Resource Center.

Resources:

- California Emergency Solutions and Housing Program (CESH)
- Homeless Emergency Assistance Program (HEAP)
- Use of free Technical Assistance from State HCD to improve the delivery of homeless services
- On-line resources from HUD: https://www.hudexchange.info/programs/coc/toolkit/responsibilities-and-duties/#coordinated-entry

Goal 1-A, Implementation and Use of HMIS

Goal 1-A: Plumas and Sierra Counties will implement the use of the NorCal Continuum of Care's HMIS System.

Objectives by Timeframe:
Years 1-2:

- Coordinate with the NorCal Continuum of Care to provide training on the use of the HMIS system to the counties and homeless service provider staff—Plumas BH has 10 licenses, PRS and EA will gain access. Sierra—2 licenses at Wellness Center and Family Resource Center.
- Identify other community partners to gain access and work toward implementation.

Goal 1-B, Coordinated Entry System (CES)

Goal 1-B: Plumas and Sierra Counties will develop an infrastructure and train service providers in the use of a Coordinated Entry System (CES).

Objectives by Timeframe:
Years 1-2:

- Continue to work with PCIRC and NorCal CoC to develop standardized procedures for implementation.

Alignment and Support of Strategic Plans:

NorCal Continuum of Care Strategic Plan: Implement data-tracking through HMIS and prioritization of housing services through Coordinated Entry Systems (CES).

Plumas County Strategic Plan: Implement and expand a CoC-wide Homeless Management Information System (HMIS) for data collection and system performance measures; Implement a Coordinated Entry Process (CEP) for prioritizing and accessing available housing and supportive services.

Sierra County Strategic Plan: Implement a CoC-wide Homeless Management Information System (HMIS) for data collection and system performance measurement; Implement the Coordinated Entry Process as a means of prioritizing PSH and other housing services for chronically homeless persons with the highest need.

Priority Area 2:
Continuum of Housing Solutions

Needs and Gaps:

- All types of affordable rental housing
- Supportive Housing for individuals with special needs, including homeless individuals living with a serious mental illness
- Senior Housing/Assisted Living
- Sustainable funding sources to provide services for supportive housing residents
- Alternative housing other than returning to home of origin for those who are criminal justice involved with co-occurring disorders

Challenges:

- Housing units in both counties increasingly being turned into vacation rentals
- Feather River College students from out of the area move here for school and impact existing housing shortages
- Exits from Transitional Housing are delayed due to poor tenant rental history and lack of available housing
- Potential capacity issues for water and sewer
- Restrictiveness of Housing Choice Eligibility based on criminal background. Local guidelines stipulate that any drug-related or violent charges on client record within the last three years make applicant ineligible for voucher. This precludes much of our homeless population from eligibility

Resources:

- No Place Like Home Program (NPLH)
- Permanent Local Housing Allocation (PLHA)
- Homeless Housing and Assistance Program (HHAP)
- Multi-Family Housing Program (MHP)
- Low Income Housing Tax Credit Program (LIHTC)
- Partnership with Plumas CDC (Housing Vouchers and Project-Based Section 8)
- Continuum of Care (CoC) Funds
- Partnerships with affordable housing developers
- Mental Health Services Act Full Service Partnership (MHSA FSP)

Goal 2-A, Support Services to Maintain Housing

Goal 2-A: Access on-going and sustainable funding to provide the necessary support services.

Objectives by Timeframe:
Years 1-5:

- Work with county Planning Departments to consider how on-going SB 2 Permanent Local Housing Allocation (PLHA) funds might be used to capitalize support services reserve accounts.
- Explore the need for more dedicated staffing for housing.
- Continue efforts within professional organizations to advocate for rural needs.
- Collaborate with Housing Authority and the NorCal CoC.

Goal 2-B, Community Support for Housing Development	
Goal 2-B: Community members and local jurisdictions understand the complex causes of homelessness and dynamics of development process, and support new housing development for those needing affordable and supportive housing.	**Objectives by Timeframe:** ***Years 1-5:*** • Work with NPLH consultant to deliver community education materials and sessions regarding the need for affordable and supportive housing. • Invite county and cities' Planning Department staff to participate in Continuum of Care meetings to share information about the need for affordable and supportive housing. • Continuum of Care members participate in public meetings where local jurisdictions' Housing Elements are being discussed to support policies and implementation measures that incentivize the development of housing.

Goal 2-C, Expand Supply of Housing Units	
Goal 2-C: Expand the supply of and access to, affordable housing as well as supportive housing for populations with specialized needs.	**Objectives by Timeframe:** ***Years 1-2:*** • Identify and select a Development Sponsor(s) to partner with the counties on a selected supportive housing model(s). • Explore implementing a housing market study to help with development process. ***Years 3-5:*** • Develop Supportive Housing units utilizing NPLH and other funding sources. • Partnering with the Plumas CDC, develop an Affordable Housing Strategy which lays out a vision and an action plan for the future development of affordable rental housing in both counties.

Goal 2-D, Landlord Engagement	
Goal 2-D: Develop a comprehensive landlord engagement and education program.	**Objectives by Timeframe:** ***Years 1-2:*** • Work with the Plumas CDC to design a proactive landlord outreach program regarding the Section 8 HCV program. • Implement training and education on compliance with Health and Safety Standards in rental units. • Investigate a non-profit community-based property management program. • Investigate grants and funding sources for a Lease Guarantee program to assist clients with poor rental

	histories or those who don't meet eligibility criteria for Section 8 HCV program. ***Years 3-5:*** • Implement a non-profit community-based property management program. • Implement a Lease Guarantee Program.
Goal 2-E, Eviction Prevention	
Goal 2-E: There is a client and community understanding of tenancy rights and responsibilities, and training and mediation services to help avoid evictions.	**Objectives by Timeframe:** ***Years 1-2:*** • Develop a program which addresses the tenancy skills and understanding needed to prevent eviction. The program should involve multiple agencies. • Work with Legal Services of Northern California to provide Tenant/Landlord education workshops.
Goal 2-F, Transitional Housing	
Goal 2-F: Transitional housing beds are available for individuals and families in both counties.	**Objectives by Timeframe:** ***Years 1-2:*** • County Planning Departments to implement zoning code changes to recongize "by right" transitional housing in all zones that permit residential uses and inventory vacant and under-used sites appropriate for transitional housing. • Initiate conversations with potential service providers of transitional housing. ***Years 3-5:*** • Implement projects to provide 50 beds of transitional housing in Plumas County and 10 beds in Sierra County.

Alignment and Support of Strategic Plans:

NorCal Continuum of Care Strategic Plan: Increase the affordable, supportive and transitional units available across the CoC; ensure that local Housing Elements identify and include flexible and increased housing options to combat homelessness; expand landlord recruitment and engagement to provide access to additional housing options; seek rural housing funding sources to increase housing inventory.

Plumas County Strategic Plan: Increase the transitional housing, senior supportive, Permanent Supportive Housing (PSH), transitional sober living environment (TSLE), and affordable housing inventory available across Plumas County

Sierra County Strategic Plan: Increase the Permanent Supportive Housing (PSH) and affordable housing units available across the CoC

Priority Area 3:
Outreach and Crisis Intervention

Needs and Gaps:

- No psychiatrists in either county, so must rely on tele-psych services. Consumers find this challenging to use and to connect with professionals in a meaningful way.
- Limited beds (no dedicated beds) in emergency room for individuals with a psychiatric crisis.

Challenges:

- Due to the very rural nature of the counties, people often live a great distance from crisis services. Counties must expend tremendous time and effort to get people in crisis the resources they need.
- In Plumas County, the Sheriff's Department has adopted a policy of not responding to welfare checks for a suicidal individual who is believed to be alone.

Resources:

- Intra-County Partnerships
- Homeless Mentally Ill Outreach and Treatment Initiative Grant Funds

Goal 3-A, Coordination and Collaboration

Goal 3-A: Develop coordinated outreach programs that address critical needs for those who are homeless with a proactive approach.

Objectives by Timeframe:
Years 1-5:

- Continue to strengthen and expand existing collaboration efforts and explore new models as funding and resources allow.

Goal 3-B, Peer Support

Goal 3-B: Crisis intervention includes peers with lived experience, whenever possible and appropriate.

Objectives by Timeframe:
Years 1-5:

- Support the creation of recovery communities.
- Continue the use of peers in 5150 calls with the Sheriff's Department.
- Establish a peer-run program to provide crisis care in a home after discharge from the hospital or to prevent admission to the hospital.

Alignment and Support of Strategic Plans:

NorCal Continuum of Care Strategic Plan: Ensure housing stability through intensive case management and supportive services.

Plumas County Strategic Plan: Develop a specific county Homeless Multidisciplinary Team and schedule monthly meetings to review case plans and coordinate care while addressing gaps in service.

Priority Area 4:
Emergency Shelter and Day Services

Needs and Gaps:

- No existing emergency shelters, not even during the winter months

Challenges:

- Churches are stretched to capacity and overwhelmed by the needs
- Motels are not dependable—will not secure a block of rooms, available rooms are prioritized for emergency services or utility company workers and contractors from out of the area. Motels tend to stigmatize those who are experiencing homelessness, and put people on a "do not serve" list which is shared with other motel operators.

Resources:

- Emergency Solutions Grant (ESG)
- Homeless Emergency Assistance Program (HEAP)
- California Emergency Solutions Housing Program (CESH)
- Homeless Housing, Assistance and Prevention Program (HHAP)
- Permanent Local Housing Allocation (PLHA)
- Continuum of Care funds
- Local churches and civic groups
- MHSA Outreach and Engagement Program funds

Goal 4-A, Address Emergency Shelter Needs

Goal 4-A: Augment shelter options to include congregate winter shelters, and ultimately year-round shelters.

Objectives by Timeframe:

Years 1-2:

- Develop a program to provide congregate winter shelter options in Plumas and Sierra Counties.
- Work with County Planning Department to identify zoning code amendments and potential sites to consider for emergency shelters, as discussed in each County's Housing Element.
- Work with local RV Parks to explore putting emergency housing trailers in some of their spaces.

Years 3-5:

- Investigate funding options for year-round shelter operations and potential non-profit partners.

Alignment and Support of Strategic Plans:

NorCal Continuum of Care Strategic Plan: Develop low-barrier shelter models, including the use of short-term flexible sheltering options.

Plumas County Strategic Plan: Develop low-barrier emergency shelter models for individuals, transition-age youth and families in Plumas County to reduce the number of unsheltered homeless.

Sierra County Strategic Plan: Although Sierra County has no emergency shelter, the County will utilize the PIT data and the homeless plan to determine needs for low-barrier shelter.

Priority Area 5:
Health, Mental Health and Substance Use Disorder Services

Needs and Gaps:

- Substance Use Disorder-only population does not have access to the same resources as those with co-occurring disorders
- Drug Medi-Cal Treatment Program is being pursued with the State Department of Health Care Services, but is taking time to implement.
- Lack of qualified Behavioral Health service providers
- Private insurance will not pay for services provided by County Behavioral Health Departments

Challenges:

- Distance to care due to rural nature of counties
- Difficulty for clients with both chronic physical health needs and serious mental illness to get their chronic illness addressed by primary care providers
- Stigma within community about mental illness and substance use disorders
- Very difficult to retain qualified Behavioral Health service providers
- Integrated systems of care—primary care and behavioral health
- Criminalization of serious mental illness and substance use disorders
- Difficulty implementing Medication Assisted Treatment (MAT) in rural areas

Resources:

- Behavioral Health Advisory Boards
- Sierra Health Foundation grants
- Community partnerships
- MHSA Community Services and Supports funding

Goal 5-A, Access to Mental Health Services

Goal 5-A: Conduct outreach to underserved populations to identify and prevent crisis.

Objectives by Timeframe:
Years 1-3:

- Develop Early Psychosis Care (First Episode of Psychosis) program in Plumas, similar to the successful Sierra County model.
- Work closely with hospital and school partners to identify those at risk and in need of services.

Priority Area 6:
Other Community Supports: Transportation, Legal Services, Education

Needs and Gaps:

- Medical gas vouchers for adults
- Transportation services to Susanville (Social Security Office), Chico and Reno (both medical and non-medical appointments)
- No options for last minute transportation needs (existing resources require reservations well in advance)
- Budgeting and financial literacy classes
- Computer literacy
- Local walk-in legal clinics

Challenges:

- Limited transit services days and times
- Transportation arranged through Medi-Cal requires significant advanced planning
- Uber no longer willing to provide contracted services due to geographic distances being too difficult to accommodate
- Training and classes not offered at times when people can access or when transit can accommodate them

Resources:

- Legal Services of Northern California
- Plumas County Behavioral Health client transportation services, gas assistance, and bus passes

Goal 6-A, Transportation Services

Goal 6-A: Encourage the development of a strategic transportation plan for the greater Plumas-Sierra area.

Objectives by Timeframe:
Years 1-2:

- Initiate contact with Plumas Transit to foster communication and collaboration around transit needs in both Plumas and Sierra counties.

Goal 6-B, Legal Services

Goal 6-B: Provide the necessary legal support services to help those with credit, public benefit or tenancy issues which impact their ability to get or maintain housing.

Objectives by Timeframe:

Years 1-2:

- Form a relationship with Legal Services of Northern California in order to provide workshops on issues relevant to those at risk of or experiencing homelessness.

Priority Area 7:
Funding

Needs and Gaps:

- Sustainable funding for staffing and operations for service providers
- Project Based Section 8 assistance for affordable housing projects

Challenges:

- Plumas County has previously had negative experience with Community Development Block Grant (CDBG), leaving Board of Supervisors hesitant to access this funding source.

Goal 7-A,

Goal 7-A: The counties will work with the Plumas CDC and selected housing developers to provide Project Based Section 8 assistance to affordable housing projects.

Objectives by Timeframe:
Years 1-3:

- The counties will meet with Plumas CDC staff to develop an understanding of the PB Section 8 process.
- Selected developer(s) will meet with the Plumas CDC early in the pre-development process to discuss project financial assistance needs.

Goal 7-B

Goal 7-B: The counties will access new forms of funding for housing from the State, such as the Permanent Local Housing Allocation and Homeless Housing, Assistance and Prevention Program, and consider applications for CDBG under new State guidelines.

Objectives by Timeframe:
Years 1-5:

- A standing item on funding opportunities will be added to each CoC agenda.
- The CoC will designate staff to sign up for NOFA notices from HCD.
- Expand agency staffing capacity and explore funding to increase systems' building within agencies providing services.

Goal 7-C

Goal 7-C: The counties will apply for appropriate funding opportunities through the NorCal Continuum of Care to support the development of emergency shelters, transitional housing, and permanent housing.

Objectives by Timeframe:
Years 1-5:

- The two-county CoC representative will report out on funding opportunities as they arise through NOFAs and other announcements from the NorCal CoC.

Goal 7-D,

Goal 7-D: The counties will have funding to support a position for grant research and grant writing

Objectives by Timeframe:
Years 1-2:

- Explore funding options through the Sierra Health Foundation.

I. SYSTEMS IN PLACE OR BEING DEVELOPED TO COLLECT NPLH DATA

I.1 Plumas County and Sierra County Efforts

The Plumas and Sierra County Behavioral Health Departments have a number of systems in place to provide regular reports to their various federal and state funders, as required by regulations and contractual relationships. For each County, it will be the Behavioral Health Departments Intensive Case Management Program, part of the Full Service Partnership (FSP) offerings for those who are homeless, which will be responsible for completing annual compliance reports similar to reports required in 25 CCR Section 7300, et. seq. The Intensive Case Management Team will coordinate with the housing provider, lead service providers, property managers, and the NorCal CoC's HMIS to ensure that all reporting requirements are being met. The roles and responsibilities for the collection, tracking and reporting of data will be included in an operational Memorandum of Understanding (MOU) between the partners.

The HMIS system used is Service Point, a certified HUD HMIS vendor. Service Point collects all HUD required data, and will be set up on all of the data points listed in Section 214 (e) of the NPLH Guidelines. The NorCal CoC is currently analyzing the system for NPLH compliance and will make modifications as needed. This analysis is anticipated to be completed by the end of 2019.

The Counties will also make all efforts to work with managed Medi-Cal Providers (currently Anthem Blue Cross and California Health and Wellness) and their local law enforcement partners to track data on health care outcomes and utilization, and incarceration outcomes and utilization, per Section 214 (g) of the NPLH Guidelines. This will also support the County's efforts to reduce incarceration and calls for service for homeless individuals. Additionally, county staff are engaged in an interagency effort at criminal justice partnership as part of an MHSA multi-county Innovation Project entitled, "the Data-Driven Recovery Project." Sequential Intercept Mapping.

The data will also be an evaluation tool for improving shelter and services. Collection of the data will require close collaboration with these partners, and strong relationships are already in place to help achieve this. However, there will be inherent challenges in collecting and reporting the data which include:

- Differing systems for data collection among health care providers, the criminal justice system, and the CoC, including definitions, methodology, terminology and software;
- HIPAA privacy rules.

J. COORDINATED ENTRY SYSTEM AND REFERRAL TO NPLH

The NorCal CoC has begun development of a Coordinated Entry System in adherence to HUD guidelines for the purpose of efficiently matching homeless individuals to appropriate housing and services, and prioritizing care for individuals with the greatest needs. A draft set of CES Policies and Procedures were developed in June 2018, with continued work and refinement in process. This on-going work includes amendments needed to ensure data is captured for referrals to NPLH units, as well as tracking those who are at risk of chronic homelessness. The Service Point HMIS system is adequately flexible to include these required data points for collection and reporting. The NorCal CoC hopes to complete this work in 2020.

J.1 Plumas County Efforts

At the time of the drafting of this Plan, Plumas Crisis Intervention and Resource Center (PCIRC) is the intake point and lead agency for the Coordinated Entry system. Plumas County Behavioral Health has been allocated up to 10 HMIS licenses to use throughout the County, and is working to provide access to its staff and other contracted providers, including Plumas Rural Services and EA Family Services. The goal is to continue expanding the use of HMIS, and thus Coordinated Entry, to increasing numbers of locations where homeless individuals may seek or connect with services. As described above, Plumas County will implement a formalized Coordinated Entry System in conjunction with the NorCal CoC.

All referrals to NPLH-funded units will be made on a non-discriminatory basis for all federal and state protected classes, consistent with NorCal CoC referrals to all shelter, housing and services. The NorCal CoC has established non-discrimination organizational policies that govern all of its work, which includes its policies and procedures for operating Coordinated Entry.

J.2 Sierra County Efforts

At the time of the drafting of this Plan, Sierra County Behavioral Health has 2 HMIS licenses, with intake conducted at the Wellness Center in Loyalton and Family Resource Center in Loyalton. As described above, Sierra County will implement a formalized Coordinated Entry System in conjunction with the NorCal CoC.

All referrals to NPLH-funded units will be made on a non-discriminatory basis for all federal and state protected classes, consistent with NorCal CoC referrals to all shelter, housing and services. The NorCal CoC has established non-discrimination organizational policies that govern all of its work, which includes its policies and procedures for operating Coordinated Entry.

K. CONCLUSION

This Plan to Address Homelessness provides a framework which will inform the workplan, schedule, funding and budgeting for activities and initiatives for Plumas and Sierra Counties and their Continuum of Care in the efforts to end homelessness. The Plan is intended to be a focal point for discussions to initiate partnerships and new strategies over time, so that the Plan remains vibrant and relevant. The counties have made a good start in their efforts to address homelessness with the development of the Plumas and Sierra Counties Continuum of Care and their active participation in the NorCal Continuum of Care. These efforts have demonstrated and enhanced both community's capacity to collaborate around a shared vision. The next steps are, over time, to build a solid foundation of local resources upon these planning efforts. This Plan is a starting point for Plumas and Sierra Counties to capitalize on their efforts to attract new resources that will help them realize their goals.

APPENDIX 1. TERMS & DEFINITIONS

California Emergency Solution and Housing (CESH) provides funds that may be used for five primary activities: housing relocation and stabilization services (including rental assistance), operating subsidies for permanent housing, flexible housing subsidy funds, operating support for emergency housing interventions, and systems support for homelessness services and housing delivery systems. In addition, some administrative entities may use CESH funds to develop or update a Coordinated Entry System (CES), Homeless Management Information System (HMIS), or Homelessness Plan.

Chronically Homeless Individual refers to an individual with a disability who has been continuously homeless for one year or more or has experienced at least four episodes of homelessness in the last three years where the combined length of time homeless in those occasions is at least 12 months.

Chronically Homeless People in Families refers to people in families in which the head of household has a disability and has either been continuously homeless for one year or more or has experienced at least four episodes of homelessness in the last three years where the combined length of time homeless in those occasions is at least 12 months.

Community Development Block Grant (CDBG) is a source of funding available to local governments through the State Department of Housing and Community Development. It is designed to meet the community development and housing needs of low-income populations and neighborhoods.

Continuums of Care (CoC) are local planning bodies responsible for coordinating the full range of homelessness services in a geographic area, which may cover a city, county, metropolitan area, or an entire state.

Coordinated Entry System (CES) means a centralized or coordinated process developed designed to coordinate program participant intake, assessment, and provision of referrals. A centralized or coordinated assessment system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.

Emergency Shelter is a facility with the primary purpose of providing temporary shelter for people experiencing homelessness.

Emergency Solutions Grant The ESG program provides funding to: (1) engage homeless individuals and families living on the street; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate these shelters; (4) provide essential services to shelter residents, (5) rapidly rehouse homeless individuals and families, and (6) prevent families/individuals from becoming homeless.

Federally Qualified Health Centers (FQHC) are community-based health care providers that receive funds from the HRSA Health Center Program to provide primary care services in

underserved areas. They must meet a stringent set of requirements, including providing care on a sliding fee scale based on ability to pay and operating under a governing board that includes patients.

Home Investment Partnership Program (HOME) assist cities, counties, developers, including Native American Entities, and nonprofit Community Housing Development Organizations to create and retain affordable housing by providing grants to cities and counties in addition to low-interest loans to developers

Homeless describes a person who lacks a fixed, regular, and adequate nighttime residence.

Homeless Emergency Aid Program (HEAP) was established by California statute to provide localities with flexible block grant funds to address their immediate homelessness challenges.

Homeless Housing, Assistance and Prevention Program (HHAP) is a one-time block grant provided to local jurisdictions to support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Both counties and the NorCal Continuum of Care are eligible to receive grants.

Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards.

Housing Inventory Count (HIC) is produced by each CoC and provides an annual inventory of beds that assist people in the CoC who are experiencing homelessness or leaving homelessness.

Homeless Individual refers to a person who is not part of a family with children during an episode of homelessness. Individuals may be homeless as single adults, unaccompanied youth, or in multiple-adult or multiple-child households.

Low-Income Housing Tax Credit (LIHTC) program, created in 1986 and made permanent in 1993, is an indirect federal subsidy used to finance the construction and rehabilitation of low-income affordable rental housing.

Multifamily Housing Program (MHP) assists with the new construction, rehabilitation and preservation of permanent and transitional rental housing for lower income households.

No Place Like Home (NPLH) On July 1, 2016, Governor Brown signed landmark legislation enacting the No Place Like Home program to dedicate up to $2 billion in bond proceeds to invest in the development of permanent supportive housing for persons who are in need of mental health services and are experiencing homelessness, chronic homelessness, or who are at risk of chronic homelessness. The bonds are repaid by funding from the Mental Health Services Act (MHSA).

Other Permanent Housing is housing with or without services that is specifically for formerly homeless people but that does not require people to have a disability.

Parenting Youth are people under age 25 who are the parents or legal guardians of one or more children (under age 18) who are present with or sleeping in the same place as that youth parent, where there is no person over age 24 in the household.

Parenting Youth Household is a household with at least one parenting youth and the child or children for whom the parenting youth is the parent or legal guardian.

People in Families with Children are people who are homeless as part of a household that has at least one adult (age 18 and older) and one child (under age 18).

Permanent Local Housing Allocation (PLHA) was part of a 15-bill housing package aimed at addressing the state's housing shortage and high housing costs. Specifically, it establishes a permanent source of funding intended to increase the affordable housing stock in California. The revenue from SB 2 will vary from year to year, as revenue is dependent on real estate transactions with fluctuating activity.

Point-in-Time Counts are unduplicated one-night estimates of both sheltered and unsheltered homeless populations. The one-night counts are conducted by CoCs nationwide and occur during the last week in January of each year.

Permanent Supportive Housing (PSH) is a housing model designed to provide housing assistance (project- and tenant-based) and supportive services on a long-term basis to formerly homeless individuals and families.

Rapid Rehousing is a housing model designed to provide temporary housing assistance to people experiencing homelessness, moving them quickly out of homelessness and into permanent housing.

Scattered Site Housing means a Rental Housing Development that includes noncontiguous parcels.

Safe Havens provide temporary shelter and services to hard-to-serve individuals.

Shared Housing means a 1- to 4-Unit structure providing housing shared by two or more households, where each household is in a separate bedroom in each Unit. Single-family homes, condominiums, half-plexes, duplexes, triplexes and fourplexes qualify as a Shared Housing provided that they have a minimum of two bedrooms per Unit.

Sheltered Homelessness refers to people who are staying in emergency shelters, transitional housing programs, or safe havens.

Supportive Housing means housing with no limit on length of stay, that is occupied by a special needs population, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving their health status, and maximizing his or her ability to live and, when possible, work in the community.

California Tax Credit Allocation Committee (CTCAC) administers the federal and state Low-Income Housing Tax Credit Programs. Both programs were created to promote private investment in affordable rental housing for low-income Californians.

Temporary Assistance for Needy Families (TANF) is a time limited program, assisting families with children when the parents or other responsible relatives cannot provide for the family's basic needs. The Federal government provides grants to States to run the TANF program.

Transitional Age Youth (TAY) are young people between the ages of sixteen and twenty-four who are in transition from state custody or foster care and are at-risk. Once they turn 18 they can no longer receive

assistance from the systems of care that previously provided for many of their needs.

Transitional Housing Programs provide people experiencing homelessness a place to stay combined with supportive services for up to 24 months.

Unaccompanied Homeless Youth (under 18) are people in households with only children who are not part of a family with children or accompanied by their parent or guardian during their episode of homelessness, and who are under the age of 18.

Unaccompanied Homeless Youth (18-24) are people in households without children who are not part of a family with children or accompanied by their parent or guardian during their episode of homelessness, and who are between the ages of 18 and 24.

Unsheltered Homelessness refers to people whose primary nighttime location is a public or private place not designated for, or ordinarily used as, a regular sleeping accommodation for people (for example, the streets, vehicles, or parks).

Veteran refers to any person who served on active duty in the armed forces of the United States. This includes Reserves and National Guard members who were called up to active duty.

Please note: Definitions of these terms may differ in some ways from the definitions and in the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act and in HUD regulations.

SIERRA COUNTY HOUSING STUDY

May 2020

Prepared for Sierra County by:

HousingTools

TABLE OF CONTENTS

INTRODUCTION	1
GEOGRAPHY	3
DEMOGRAPHICS	4
ECONOMY	6
HOUSEHOLD CHARACTERISTICS	11
HOUSING CHARACTERISTICS	14
RESIDENTIAL CONSTRUCTION TRENDS	16
FOR-SALE MARKET	17
MARKET RATE FOR-SALE OPPORTUNITIES	19
AFFORDABLE FOR-SALE NEED	20
RENTAL MARKET	21
MARKET RATE RENTAL OPPORTUNITIES	24
AFFORDABLE RENTAL HOUSING NEED	25
HOMELESSNESS IN SIERRA COUNTY	28
AFFORDABLE RENTAL FUNDING ENVIRONMENT	30
CONCLUSION	33

INTRODUCTION

The purpose of this study is to describe general housing market conditions and identify development opportunities in Sierra County. The description of the housing market begins with an overview of base market conditions, including geography and proximity to job centers, demographics, local economic indicators, and household characteristics. Local housing trends and issues are then analyzed, including housing characteristics, residential construction trends, for-sale market statistics, and rental market statistics. Based on an assessment of these data points, the report identifies housing needs and opportunities within the County.

Key findings of the study are highlighted in bold type throughout the document, and are also summarized below.

- Neighboring Washoe County has a population of 457,333, most of which lives in Reno, which has a population of 250,998. Reno has become a major technology hub and also is home to the University of Nevada, Reno. There are potential development opportunities to develop housing for people that live and/or work in the Reno area.

- Sierra County's largest age cohort is 65 years old or older, with 853 residents in this category (28% of the total population).

- After a steady decline in population from 2010 to 2015, the County's population increased slightly from 2015 to 2019.

- Sierra County's industry with the most employment is State Government, with 2,470 jobs, which also had the most job growth from March 2019 to March 2020.

- 83% of households earning less than $35,000 pay 30% or more of income on housing, and 28% of renter households in the County pay more than 50% of income to rent.

- The two income categories with the most households are $100,000-$149,999 with 263 and $35,000-$49,999 with 196. About a quarter of homeowner households earn $100,000-$149,000 (259), while half earn less than $50,000 (477).

- There is a clear shortage of smaller units for small households, and an oversupply of larger units.

- About two-thirds of residential units in the County were built in 1979 or earlier, and about one-third of these were built in 1949 or earlier. This likely indicates a high need for rehabilitation of older houses.

- Sierra County has experienced a net loss of six residential units from 2015-2020. A major contributor was the demolition of 30-plus mobile homes at Loyalton Mobile Estates that are no longer available to households with limited incomes.

- The Zillow Home Value Index for Sierra County increased at a rate just under half that of the state as a whole between January 2016 and March 2020.

- There are three for-sale home submarkets across the County, with Loyalton, Sierra City, and Downieville each demonstrating distinct price points, based on a survey of current listings. The average asking price for homes in Downieville are 52% higher than the average asking price for homes in Loyalton.

- Most likely due to COVID-19 impacts, a review of recent vacation home postings show that many of these homes are transitioning from weekly leases to lower priced, longer-term leases. This presents a potential opportunity to open up the rental market to more middle and lower income households by increasing the overall rental stock available to local residents.

- The significant share of homeowner households earning less than $35,000 and paying more than 35% of income on housing costs indicates that many households have limited income for home maintenance and repairs.

- The County has four distinct rental markets, which include market rate, rent-restricted affordable, short-term vacation rentals, and mobile home and special occupancy parks.

- A three-person household earning 60% of Area Median Income (AMI) can afford $182 less than the Fair Market Rent of $1,270 in the County. The Fair Market Rent is much lower than the Countywide Zillow Rental Index for January 2020, which was $1,681.

- There is a significant shortfall of at least 427 units that are affordable to Low Income households in the County.

GEOGRAPHY

Sierra County has a total of 962 square miles, of which 953 square miles is land and 9.0 square miles is water. Adjacent counties are Nevada County on the south, Yuba County on the west, Plumas County to the north, Lassen County on the northeast, and Washoe County on the East.[1]

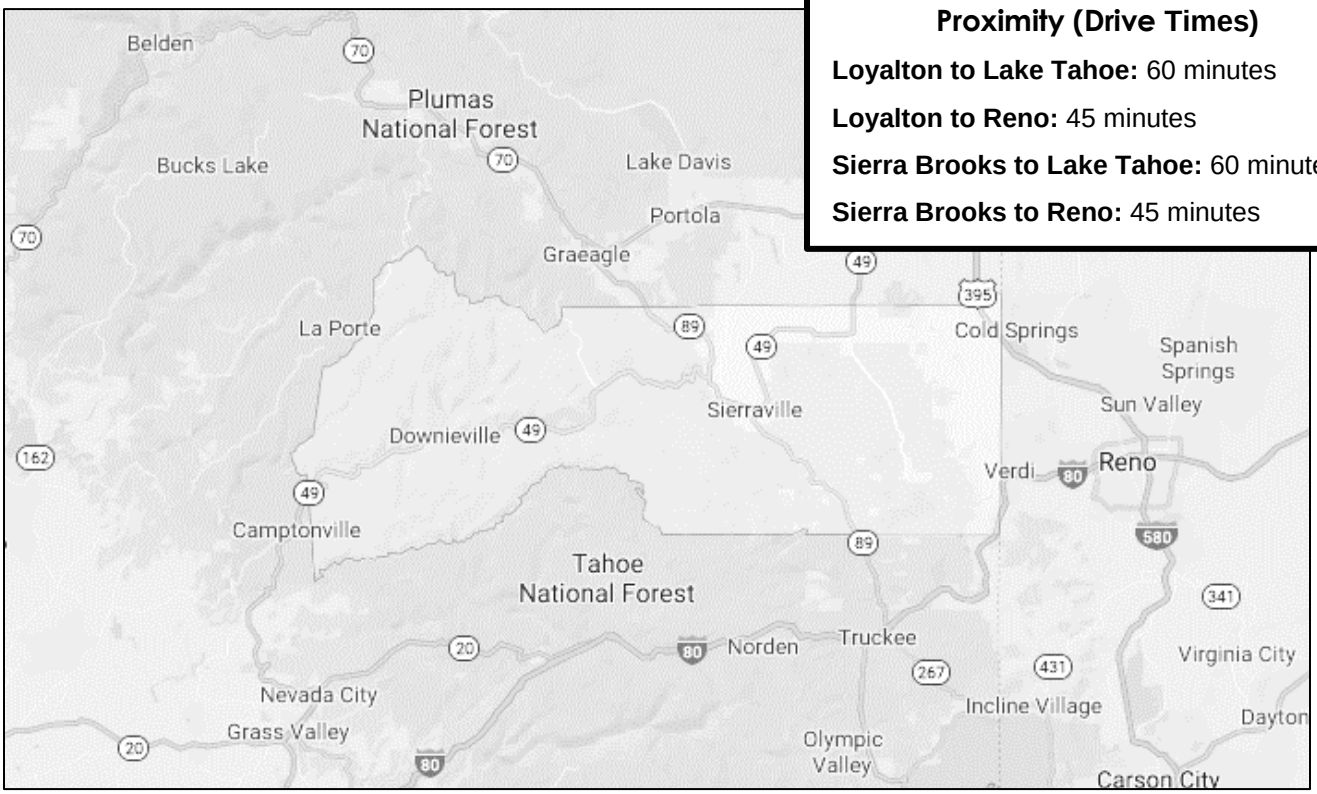
Proximity (Drive Times)

Loyalton to Lake Tahoe: 60 minutes

Loyalton to Reno: 45 minutes

Sierra Brooks to Lake Tahoe: 60 minutes

Sierra Brooks to Reno: 45 minutes



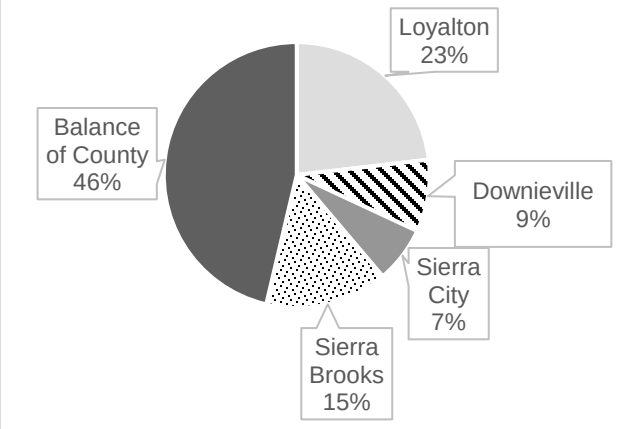
Neighboring counties with populations greater than 100,000 include Washoe County which has a population of 465,735 and Butte County which has a population of 231,256. Most of the Washoe County population lives in Reno, Nevada which has a population of 250,998.[2] Due to large-scale investments from Seattle and Bay Area companies including Amazon, Tesla and Microsoft, Reno has become a major technology hub in the United States[3]. Anchored by University of Nevada, Reno also serves as a hub for education. Most of the Butte County population lives in the Chico Urban Area which has a population of 106,720.[4] Chico is a regional hub for education and healthcare services throughout the region and is also home to Butte College.

[1] *California Department of Finance, Employment Development Department, 2019*
[2] *U.S. Census, 2018 American Community Survey*
[3] *Bloomberg, 2017*
[4] *U.S. Census, 2018 American Community Survey*

DEMOGRAPHICS

Sierra County is mostly rural, with a population of 3,005, making it California's second least-populous county.[5] Chart 1 shows how the population is distributed geographically. Most of the county's population lives in Loyalton, Sierra Brooks, Downieville, and Sierra City. Loyalton is Sierra County's only incorporated city.

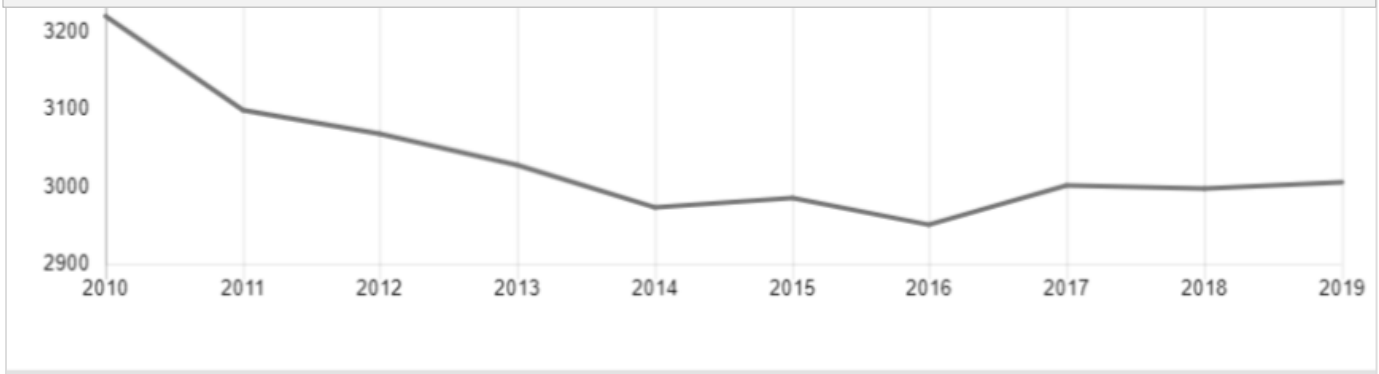
CHART 1: Population by Geography, Sierra County (2019)



Source: State of California, Department of Finance, 2019

Sierra County's population declined between 2010 and 2016 by 269 people, before rebounding slightly with an increase of 54 people between 2016 to 2019. Overall, Sierra County's population has seen a decrease of 6% over the past nine years, from 3,220 in 2010 to 3,005 in 2019, an average annual decrease of 0.75%. By comparison, the State of California has experienced an average annual increase over the same period of 0.72%.[6]

CHART 2: Population Growth, Sierra County (2019)

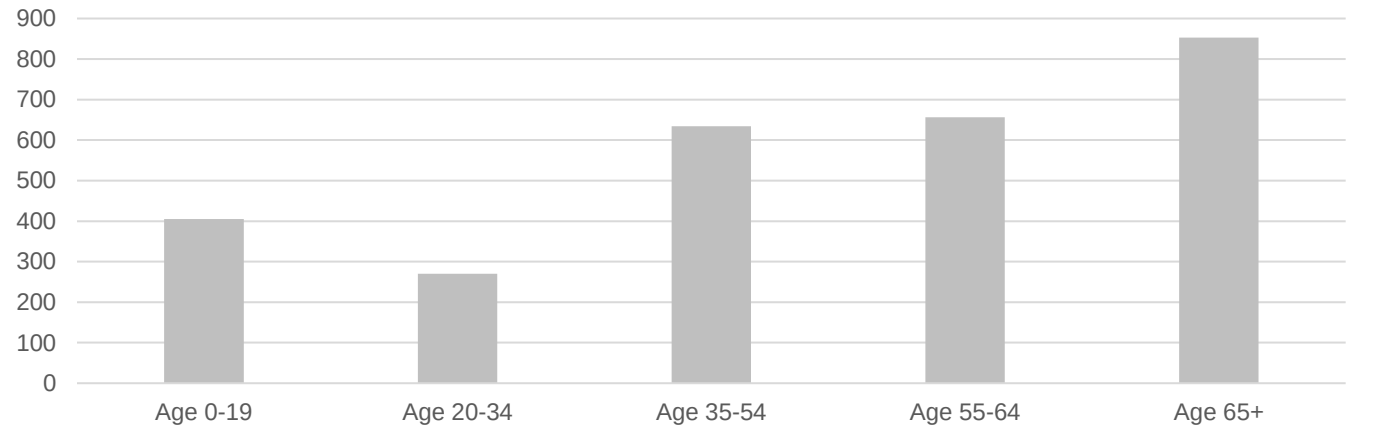


Source: State of California, Department of Finance, 2019

[5] *California Department of Finance, 2019*
[6] *California Department of Finance, 2019*

Sierra County's largest age population cohort is 65+ with 853 people.

CHART 3: Population by Age, Sierra County (2019)



U.S. Census, 2014-2018 American Community Survey

In terms of ethnic makeup, within Sierra County, 96.9% of the population identifies as white, while about 1% identify as American Indian (Cherokee), and 1.9% as two or more races. Sierra County has a much larger proportion of the population that is white than the State of California overall, which is 60% white. [7]

[7] *U.S. Census, 2014-2018 American Community Survey*

ECONOMY

The foundation of Sierra County's economy is Healthcare, Local Government and Education. The largest employer is Eastern Plumas Health Care (EPHC). It is currently unknown how much of an impact COVID-19 will have on the economy going forward, but a decline in sales taxes could potentially reduce Local Government employment.

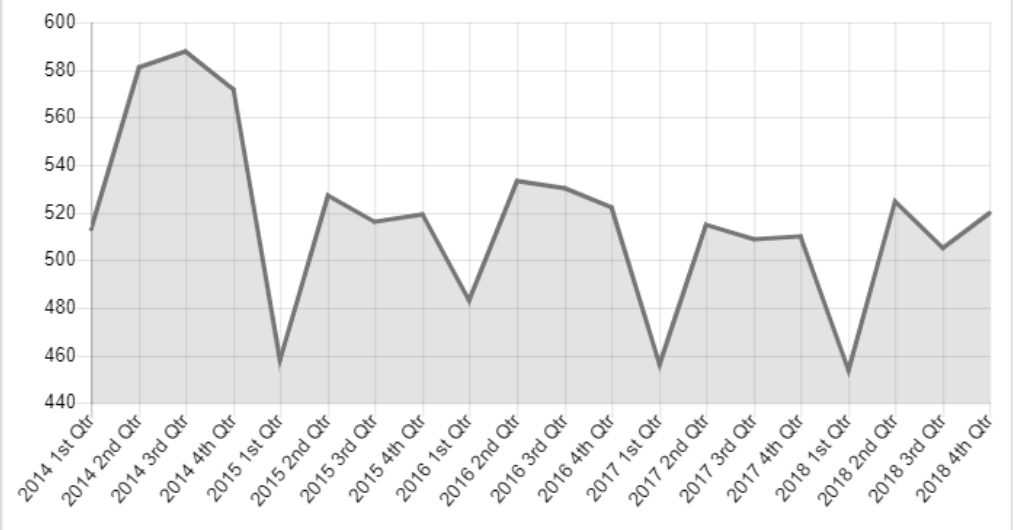
Table 1: Largest Employers, Sierra County

Employer Name	Employees	Location	Industry
Eastern Plumas Health Care	100-249	Loyalton	Hospitals
County of Sierra	75-120	Downieville	Government Offices-County
Haypress Power Project	20-49	Sierra City	Electric Companies
Sierra Plumas Joint Unified School District	20-49	Loyalton	Schools
Tahoe National Forest	20-49	Sierraville	Government Offices-Us
Golden West Dinning	10-19	Loyalton	Restaurants
Herrington's Sierra Pines	10-19	Sierra City	Resorts
Leonards-Loyalton	10-19	Loyalton	Grocers-Retail
Sardine Lake Resort	10-19	Sierra City	Resorts
Western Sierra Medical Clinic	10-19	Downieville	Physicians & Surgeons

Source: California Employment Development Department, 2018

Total employment in Plumas County cycles through annual peaks and valleys due to the significant proportion of seasonal jobs, as reflected in quarterly employment numbers.

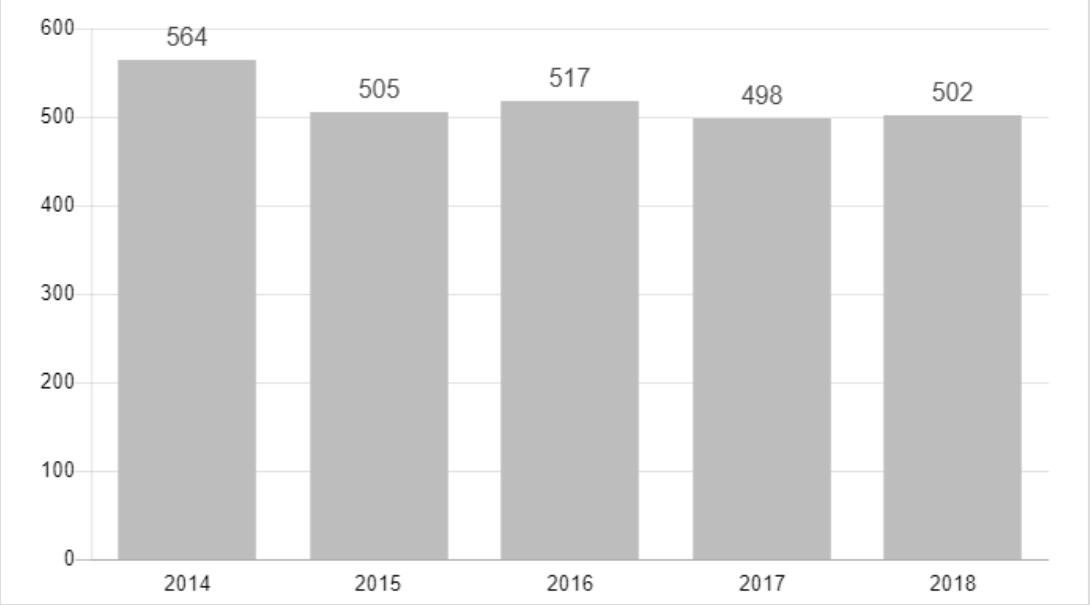
CHART 4: Employment by Quarter, Sierra County



Source: U.S. Bureau of Labor Statistics, 2019

Annual average employment has slightly decreased by 62 jobs since 2014, as shown in Chart 5.

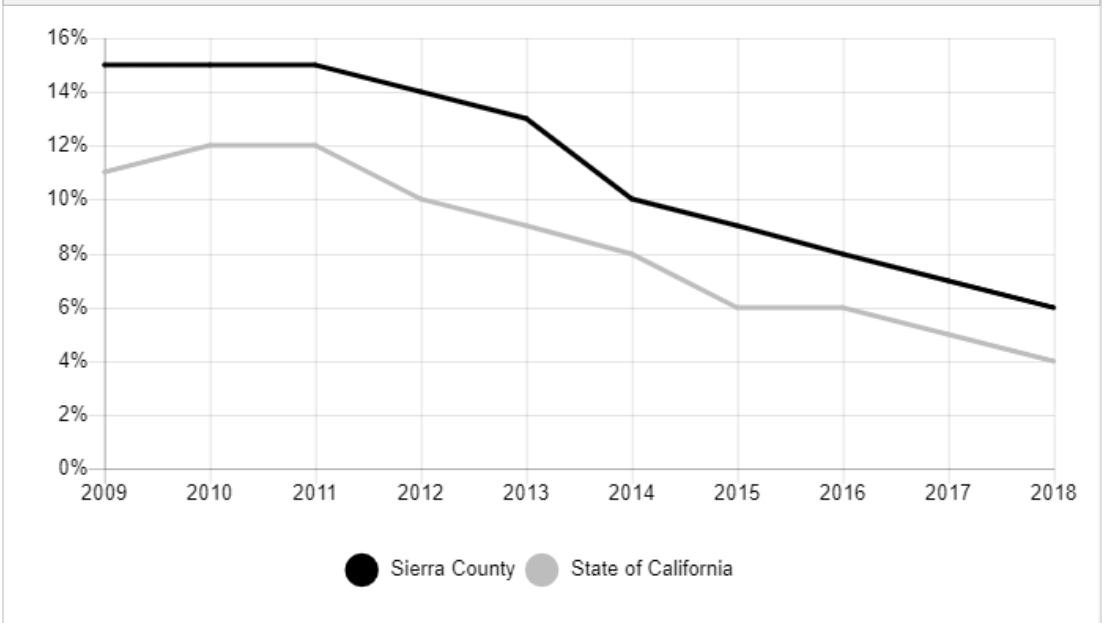
CHART 5: Annual Average Employment, Sierra County



Source: California Employment Development Department, 2014-2018

Overall, the Sierra County unemployment rate has decreased from 15% in 2009 to 6% in 2018.

CHART 6: Annual Average Unemployment Rate, Sierra County



Source: California Employment Development Department, 2019

Table 2 shows changes in employment by industry from October 2018 to October 2019. State Government and Service Providing industries each gained 50 jobs over this period. The Goods

Producing industry gained 30 jobs. Local Government lost 20 jobs. Overall, Civilian Employment increased by 0.8%.

Table 2: Employment by Industry, Sierra County

Industry	Mar-19	Mar-20	Percent Change
Federal Government	30	40	33%
Goods Producing	220	250	13.6%
Government	630	640	1.6%
Local Government	270	250	-7.4%
Private Service Providing	150	150	0%
Service Providing	730	780	6.8%
State Government	2,420	2,470	2.1%
Farm	60	60	0%
Civilian Labor Force	1,290	1,310	1.5%
Civilian Employment	1,190	1,200	0.8%
Civilian Unemployment	100	110	10%

Source: *California Employment Development Department, 2019* ***Notes:*** *(1) Civilian labor force data are by place of residence and includes: self-employed individuals, unpaid family workers, domestic workers, and workers on strike. (2) Industry employment is by place of work and excludes: self-employed individuals, unpaid family workers, domestic workers, and workers on strike. Data may not add due to rounding.*

Table 3 shows wages by occupation for the North Valley Region as of 2018, which includes Colusa, Glenn, Lassen, Modoc, Nevada, Plumas, Sierra, Siskiyou, Tehama, and Trinity Counties. The occupations with the most workers can be categorized into the following wage categories:

High Wage (Average Annual Wage: $93,609 - $110,287)
Management (4,740 Jobs)
Healthcare Practitioners and Technical Occupations (4,430 Jobs)

Middle Wage (Average Annual Wage: $52,091 - $77,954)
Education, Training and Library (8,660 Jobs)
Construction and Extraction (4,650 Jobs)
Protective Service (4,070 Jobs)
Business and Financial Operations (3,220 Jobs)

Lower Wage (Average Annual Wage: $30,147 – $50,057)
Office and Administrative Support (13,100 Jobs)
Sales and Related (9,180 Jobs)
Food Preparation and Serving-Related (9,140 Jobs)
Transportation and Material Moving (7,210 Jobs)

Table 3: Wages by Occupation, North Valley Region (incl. Plumas and Sierra Counties)

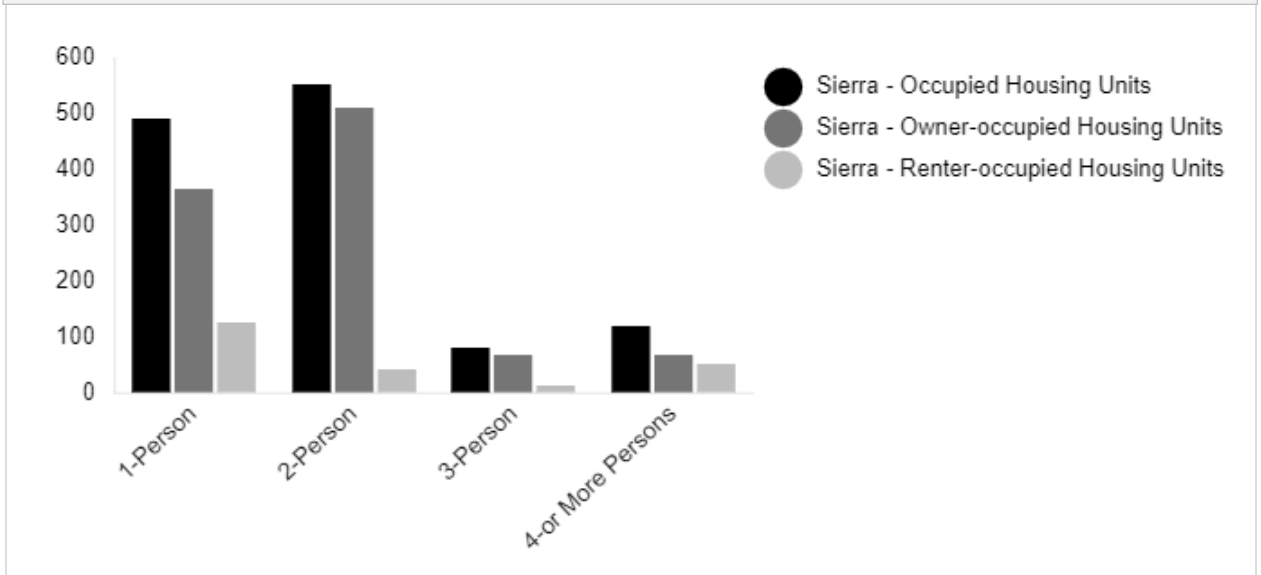
Occupation	May 2018 Employment Estimates	Average Hourly Wage	Average Annual Wage	25th Percentile Hourly Wage	50th Percentile Hourly Wage	75th Percentile Hourly Wage
Legal Occupations	3	$53.03	$110,287	$32.07	$40.40	$64.35
Healthcare Practitioners and Technical	4,430	$46.36	$96,430	$26.70	$42.08	$56.95
Management	4,740	$45.01	$93,609	$27.79	$39.59	$56.57
Computer and Mathematical	730	$37.48	$77,954	$23.55	$33.86	$46.83
Architecture and Engineering	650	$37.20	$77,364	$27.04	$34.64	$45.46
Protective Service	4,070	$33.26	$69,191	$21.36	$31.29	$43.72
Business and Financial Operations	3,220	$32.07	$66,708	$22.88	$29.75	$38.35
Education, Training, and Library	8,660	$29.78	$61,950	$16.89	$27.89	$39.76
Construction and Extraction	4,650	$25.84	$53,748	$19.90	$25.07	$29.94
Community and Social Services	2,270	$25.53	$53,099	$17.41	$23.03	$31.44
Life, Physical, and Social Science	2,550	$25.33	$52,692	$16.27	$22.26	$30.94
Arts, Design, Entertainment, Sports	570	$25.04	$52,091	$15.80	$19.99	$31.10
Installation, Maintenance, and Repair	4,000	$24.07	$50,057	$16.98	$22.74	$28.90
Production	5,650	$19.83	$41,241	$13.84	$17.52	$23.41
Transportation and Material Moving	7,210	$19.75	$41,084	$13.68	$18.53	$23.50
Office and Administrative Support	13,100	$19.72	$41,012	$14.71	$18.44	$23.48
Healthcare Support	1,860	$18.40	$38,270	$14.52	$17.20	$20.66
Sales and Related	9,180	$17.49	$36,382	$11.93	$14.21	$19.77
Cleaning and Maintenance	3,440	$16.31	$33,914	$12.41	$14.77	$19.09
Farming, Fishing, and Forestry	3,340	$14.94	$31,061	$11.49	$12.43	$15.16
Food Preparation and Serving-Related	9,140	$14.49	$30,147	$11.66	$12.53	$15.15
Personal Care and Service	5,110	$13.90	$28,909	$11.51	$12.26	$14.65

Source: California Employment Development Dept., 2018 Occupational Employment Statistics Survey, North Valley Region (Plumas, Sierra, Lassen Counties)

HOUSEHOLD CHARACTERISTICS

About 84% of Sierra County households consist of one or two persons, with 1,041 households between those two categories. Households that own their homes are most likely to have two persons. Renter households are most likely to have one person.

CHART 7: Households by Size, Sierra County (2018)



Source: U.S. Census, 2014-2018 American Community Survey

Table 4 shows that Sierra County has a low median income compared to the State of California and the nation.

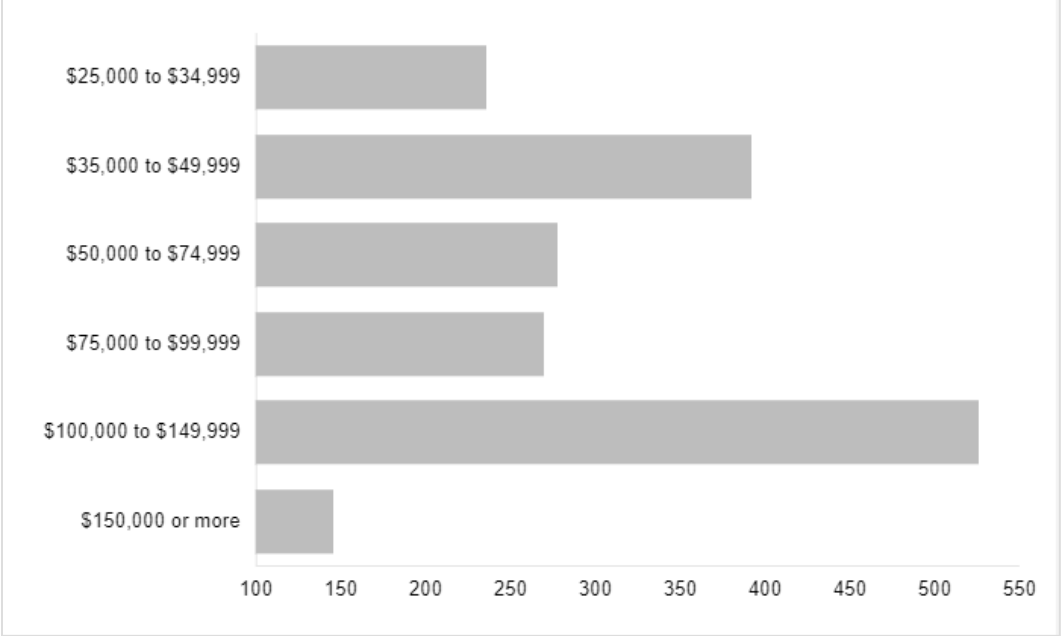
Table 4: Median Household Income, Sierra County (2018)

Sierra County	$48,125
State of California	$71,228
United States	$60,293

Source: U.S. Census, 2014-2018 American Community Survey

Chart 8 shows the number of Sierra County households by income level. **The two largest income categories for number of households shown in Chart 8 and Table 5 are $100,000-$149,999 with 263 households, and $35,000-$49,999 with 196 households.**

CHART 8: Households by Income Level, Sierra County



Source: U.S. Census, 2014-2018 American Community Survey

Table 5 shows the number of households by number of occupants per room. More than one occupant per room indicates moderate overcrowding. More than 1.5 occupants per room indicates severe overcrowding. As shown, there are minimal overcrowding issues in the County.

Also shown in Table 5 are income categories broken out between homeowner and renter households. **About a quarter of homeowner households earn $100,000-$149,999, while half earn less than $50,000 (477 households,).** Of these 477 households, 289 earn less than $35,000.

Table 5: Household Characteristics by Tenancy, Sierra County (2018)

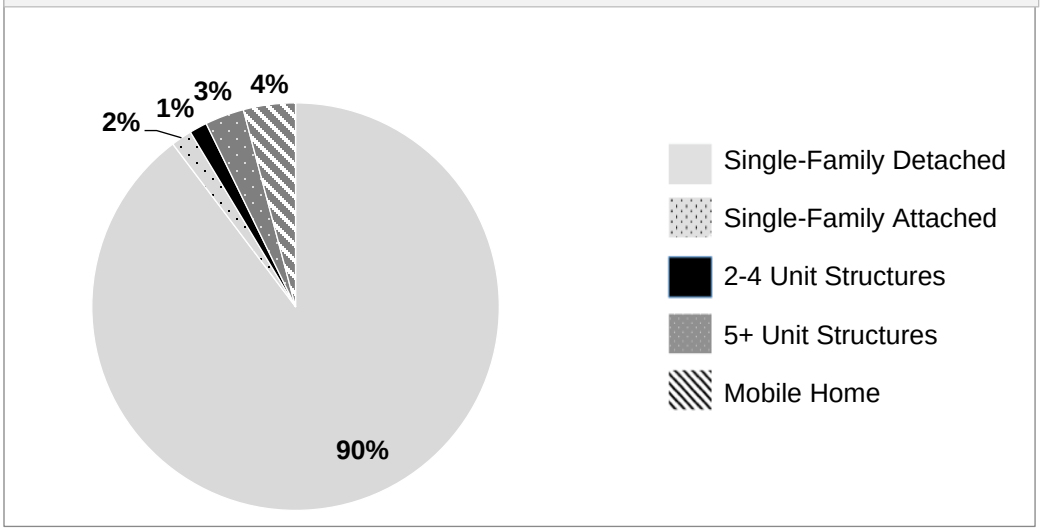
	Occupied Housing Units		Owner-Occupied Housing		Renter-Occupied Housing	
	Number	Percent	Number	Percent	Number	Percent
Occupied Housing Units	1208	-	963	79.8%	245	20.2%
1-Person Household	443	36.7%	324	33.6%	119	48.6%
2-Person Household	585	48.4%	538	55.9%	47	19.2%
3-Person Household	63	5.2%	31	3.2%	32	13.1%
4-or More Person Household	117	9.7%	70	7.3%	47	19.2%
1.00 or Less Occupants Per Room	1,206	99.8%	961	99.8%	245	100.0%
1.01 to 1.50 Occupants Per Room	2	0.2%	2	0.2%	0	0.0%
1.51 or More Occupants Per Room	0	0.0%	0	0.0%	0	0.0%
Household Income						
Less than $5,000	45	3.6%	45	4.5%	0	0.0%
$5,000 to $9,999	0	0.0%	0	0.0%	0	0.0%
$10,000 to $14,999	127	10.2%	82	8.1%	45	19.5%
$15,000 to $19,999	88	7.1%	48	4.8%	40	17.3%
$20,000 to $24,999	57	4.6%	43	4.3%	14	6.1%
$25,000 to $34,999	118	9.5%	71	7.0%	47	20.3%
$35,000 to $49,999	196	15.8%	188	18.6%	8	3.5%
$50,000 to $74,999	139	11.2%	113	11.2%	26	11.3%
$75,000 to $99,999	135	10.9%	88	8.7%	47	20.3%
$100,000 to $149,999	263	21.2%	259	25.6%	4	1.7%
$150,000 or more	73	5.9%	73	7.2%	0	0.0%
Median Household Income	$48,125		$51,628		$31,354	

Source: U.S. Census, 2014-2018 American Community Survey

HOUSING CHARACTERISTICS

The majority of residential units in Sierra County are detached single- family homes, with over 2,110 homes or 90% of total housing stock. Attached single-family homes are townhomes that share walls with adjacent homes.

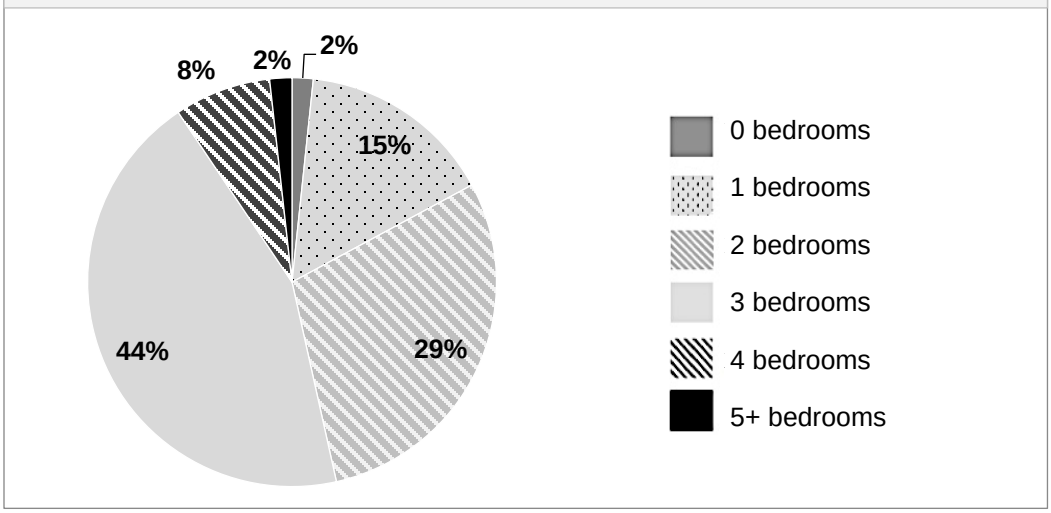
CHART 9: Units by Building Type, Sierra County (2019)



Building Type - Source: California Department of Finance, 2019

Almost half of all residential units have three bedrooms, making it by far the largest unit category by number of bedrooms. The next largest category is two-bedrooms at 29%. Together, two- bedroom and three-bedroom units make up 73% of the housing stock in Sierra County.

CHART 10: Units by Number of Bedrooms, Sierra County (2019)

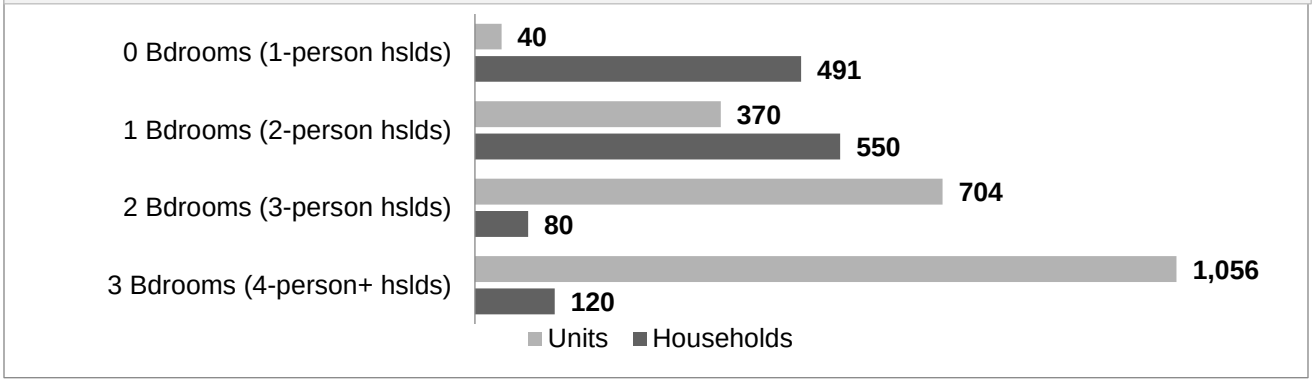


Bedrooms in Units – Source: Source: U.S. Census, 2014-2018 American Community Survey

Chart 11 compares unit sizes (shown in dark grey) with household sizes (shown in light grey) to determine the match of supply to demand by unit size. As shown in the first grouping on Chart 11, there are 40 0-bedroom, or studio, units compared to 491 one-person households. In the second grouping, there 370 one-bedroom units in comparison to 550 two-person households . In the third grouping, there are 704 two-bedroom units compared to 80 three-person households . In the fourth grouping, the number of three-bedroom units (1,056) is almost nine times the number of four-person or more households (120).

The Chart 11 illustrates a mismatch between household size and units size. This demonstrates the need for Sierra County to fund and incentivize the production of studio and one-bedroom units.

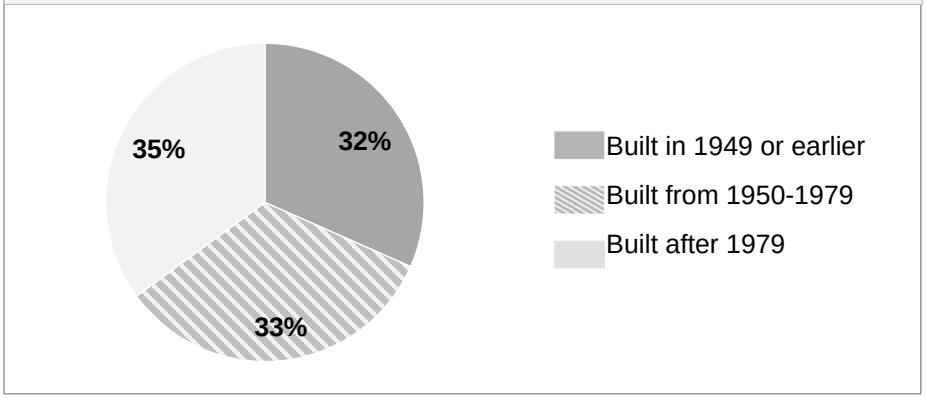
CHART 11: Units Size and Household Size, Sierra County (2018)



Source: U.S. Census, 2014-2018 American Community Survey

Chart 12 shows that there is about the same number of units built in each time period: 1949 or earlier, 1950-1979, and after 1979. **The share of units built before 1949 is unusually high for a California county. The fact that about two-thirds of units in Sierra County were built before 1980 indicates that there is most likely a high need for rehabilitation of residential structures.**

CHART 12: Units by Year Build, Sierra County (2018)



Source: U.S. Census, 2014-2018 American Community Survey

RESIDENTIAL CONSTRUCTION TRENDS

Table 6: Residential New Construction and Demolition Permits, Sierra County (2015-2020)

	2015	2016	2017	2018	2019	2020	Subtotals (2015-2019)
New Construction Permits	0	10	10	6	7	3	33
Demolition Permits	2	1	2	34	0	0	39
Net	0	9	8	-28	7	3	-6

RECENT CONSTRUCTION

Sierra County has experienced a net loss of residential units from 2015-2020. A major contributor to this was the loss of the Loyalton Mobilehome Estates with its 30-plus units that are no longer available to those with limited income. From 2015 to 2020, a total of 33 New Construction residential new construction building permits were issued, and during this same period a total of 39 demolition permits were issued.

None of the residential new construction permits are for multi-family homes, which are rare in Sierra County. Most of the permits issued are for single-family homes, while a handful of building permits are for manufactured homes on permanent foundations.

CURRENT AND FUTURE CONSTRUCTION

By year-end of 2020, it is projected that there will be 13 new construction residential permits, including 3 permits issued before April 2020 and another 10 in progress that have been reviewed by the Planning Department.

WATER & SEWER INFRASTRUCTURE

There are no public sewer systems anywhere in unincorporated Sierra County. The City of Loyalton, the only incorporated jurisdiction, has public sewer and water—and they have made it available to a few sites/projects that immediately border the city (or are partially inside city limits)—including the Loyalton Mobilehome Park, the Loyalton Senior Apartments, and the SPI Business Park.

Several communities have small community water systems available to some residents, provided by public or private water purveyors. Public water systems include: Downieville, Calpine, Sierraville, Alleghany, and Sierra Brooks (south of Loyalton). Private community water systems are available in Goodyears Bar, Coyoteville, Sierra City, and Verdi. Most residential units in the County utilize private wells.

FOR-SALE MARKET

Due to the low volume of sales in Sierra County, limited data is available from the California Regional Multiple Listing Service regarding the for-sale market, including number of sales and median sale price. Therefore, the Zillow Home Value Index and a survey of homes currently listed for sale on Zillow were the data sources used to understand trends in the Sierra County for-sale market.

The Zillow Home Value Index is a seasonally adjusted measure of the typical home value and market changes across a region. Whereas the California Regional Multiple Listing Service tracks home sales, the Zillow Home Value Index tracks all homes, including those that are not listed for sale or have not been sold in many years. Table 7: Zillow Home Value Index, Sierra County, 2016-2020 shows the annual average Zillow Home Value Index. Increases in the index have slowed from 4% between 2016 and 2017, to 2.2% between 2018 and 2019. Current trends indicate that change in the index will slow further in 2020.

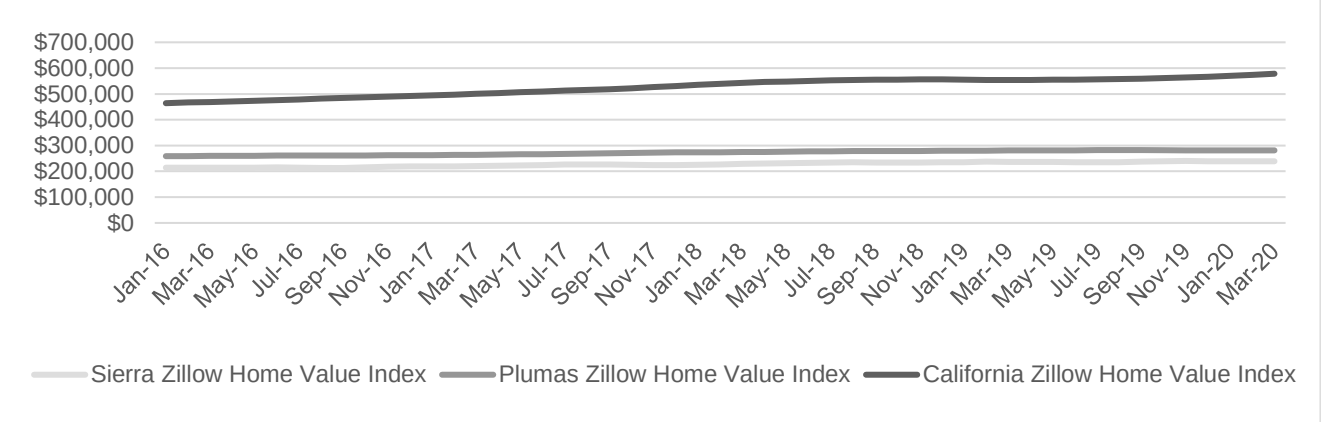
Table 7: Zillow Home Value Index, Sierra County Annual Average, 2016-2020

	Home Value Index	Percent Change
2016	$214,934	
2017	$223,430	*4.0%*
2018	$231,982	*3.8%*
2019	$237,057	*2.2%*
2020	$238,843	*0.8%*

Source: Zillow, April 2020

Chart 13: Zillow Home Value Index, Sierra-Plumas-State shows the monthly Home Value Index from January, 2016 through March, 2020. This chart illustrates that the Zillow Home Value Index for both Sierra and Plumas Counties has increased very slowly over the past four years, especially compared to the statewide index. **The Zillow Home Value Index for the State of California was $464,023 in January 2016 and rose to $578,267 in March 2020, an increase of 25% over four years and three months. By comparison, the Zillow Home Value Index for Sierra County increased by 12% over the same period.**

CHART 13: Zillow Home Value Index, Sierra, Plumas, California



Source: Zillow, April 2020

Table 8: Home Listing Snapshot, Sierra County, April 2020 provides a summary of homes listed for sale on Zillow April 28-29, 2020. County Total Average Days on Market are much higher than California metropolitan areas, but are lower than Plumas County. County Total Average Square Feet and Average Asking Price are also lower than Plumas County. **Table 8 shows clear differences in the market between Loyalton, Sierra City, and Downieville in terms of average asking price. Loyalton, the largest town in Sierra County, is the most affordable. The average asking price for homes in Downieville is 52% higher than the average asking price for homes in Loyalton.**

Table 8: Home Listing Snapshot, Sierra County, April 2020

Area	Number of Listings	Average Square Feet	Average Days on Market	Average Asking Price	Pop
Loyalton	10	1,552	121	$242,807	769
Sierra City	9	1,982	115	$300,000	221
Downieville	7	1,661	225	$369,000	282
County Total	26	1,730	147	$275,000	

Source: Zillow, April 2020

MARKET RATE FOR-SALE OPPORTUNITIES

Market rate for-sale opportunities are limited in Sierra County due to the small and dispersed population, and absence of a major city. Historic sale activity as described in the previous chapter confirms that the market is rather weak relative to other California counties and metro areas. A review of household incomes as shown in Chart 8 illustrates that the two largest household income categories are below median income ($35,000-$49,999), and upper income ($100,000-$149,999). Households in these income categories are not ideal targets for new home development and sales, which would typically cater to incomes in the $60,000-$70,000 range as first-time homebuyers, and move-up buyers in the $70,000 to $100,000 range. Even though the $100,000-$149,000 household income category is the largest in the County, it is still a small number at under 550 households.

While the vacation home market is not as strong in Sierra County as neighboring Plumas County, it is a significant part of the for-sale market. **Similar to trends in Plumas County in response to changes in tourism affected by COVID-19, Sierra County vacation homes are showing signs that they are transitioning from weekly vacation rentals to longer term leases for local residents.** This may provide an opportunity to open up the rental market more to middle and lower income households by increasing the overall rental stock available for long-term leases. Indications of this are seen through discounts for monthly rates, with the highest noted being 65% off the typical daily rates.

Due to the proximity of some parts of Sierra County to Reno, there may be opportunities to draw some of the Reno market as that metropolitan area grows. As of 2012, the Reno-Sparks Metropolitan Area had a population of 433,612, (U.S. Census, 2012 American Community Survey). Loyalton is only a 45-minute drive from Reno. Lower land costs and a more rural, laid-back lifestyle may be a market advantage to lure some homebuyers that work in Reno.

AFFORDABLE FOR-SALE NEED

There are very few renters in Sierra County in terms of total numbers and share of total households, as illustrated in Table 5. There are an estimated 245 renter-occupied units in the County, which is just 20% of all occupied housing units. Of renter households, there are only an estimated 26 households earning $50,000-$74,999, which is generally the low to moderate income range that would be able to afford to purchase a home. This data indicates that there is a limited market for new affordable for-sale homes in in the County.

The County is unique in that there are slightly more homeowner households that do not have a mortgage than those that have a mortgage. This indicates that there are a large number of senior homeowners that have owned their home for a long period, or households that have inherited their homes. It appears that a significant portion of these homeowners have very low incomes. Among homeowners in the County, Table 5 shows that there are 435 households earning less than $35,000, which is 36% of all homeowners in the County. There are 199 homeowner households paying more than 35% of income to housing costs, including 84 households that do not have a mortgage.[8]

The significant share of homeowner households earning less than $35,000 and paying more than 35% of income on housing costs indicates that many households have limited income for home maintenance and repairs. In addition, about two-thirds of the housing stock was built before 1980. This points to a need for rehabilitation assistance to help these households remain in their homes and maintain economic self-sufficiency.

The State offers some rehabilitation programs that may assist the County in stabilizing low income homeowners and upgrading the housing stock. The State Housing and Community Development Department (HCD) administers the HOME and CDBG Programs, which makes funding available each year. One of the eligible uses of HOME and CDBG funds is rehabilitation assistance. The State CalHome program funds homeownership for low income households, and includes set-asides for rehabilitation. The State also offers assistance for mobile home rehabilitation and purchase.

[8] U.S. Census, 2014-2018 American Community Survey

RENTAL MARKET

Because Sierra County is not within a larger Metropolitan Statistical Area, industry-standard rental market reports from services such as Reis or Costar are not available. Therefore, the authors conducted a direct and indirect survey of rental listings, which included three market-rate properties, one affordable rent-restricted property, and four short term rentals. Of note, data collection was completed while the state of California was enforcing shelter-in-place orders in response to the COVID-19 pandemic and may have provided a better picture of vacancy rates for that moment in time rather than an illustration of typical rental market trends.

Overall, the survey included 49 units with one bedroom and one bathroom, 7 units with two bedrooms and one bathroom, 1 unit with two bedrooms and two bathrooms, and 1 unit with three-bedrooms and two bathrooms, 1 unit with 4 bedrooms and 2 bathrooms, for a total of 58 units. Mobile home rentals and RV community trailer parking spaces were not included in rental market survey results in the tables below.

MARKET RENTAL RATE

Of the three market-rate properties surveyed, one was located in Downieville, one was located in Loyalton, and one was located in Sierra City. This represents the market-rate rental listings in the County listed between February and May 2020 and is the result of a thorough survey and research of market-rate rentals in the area. No market-rate multi-family complexes were present in the County and single-family homes were the only rental listings available.

Table 9 shows the results of the rental market-rate survey. Average rent ranged from $850 for the one-bedrooms to $2050 for the two-bedrooms. There was a significant difference in the average rent between the two-bedroom/one-bath units ($875) and the two-bedroom/2-bath units ($2,050). The properties with two bedroom units differ greatly in cost due to an additional bathroom in the higher priced property, and due to its riverfront location and 300 more square feet of living space overall.

The Zillow Rent Index is a smoothed measure of the typical estimated market rate rent across a given region and housing type. ZRI is the mean of rent estimates that fall into the 40th to 60th percentile range for all homes and apartments in a given region, including those not currently listed for rent. As of January 2020, Sierra County's ZRI is $1,681 per month.

Table 9: Sierra County Rental Market Survey, Market Rate Units (3 Properties Surveyed)

	Type of Unit	Available 30 days after listing	Average Unit Size (SF)	Average Rent	Amenities
1 bed / 1 bath	House	No	N/A	$850	In-Unit Washer and dryer, Heating, backyard
2 bed / 1 bath	House	No	988	$875	In-Unit Washer and dryer, Heating, backyard

2 bed / 2 bath	House	No	1248	$2,050	In-Unit Washer and dryer, Heating, backyard, river access
Total Units	3	No	1,118	$1,258	

Source: Survey conducted by Housing Tools, 2020

AFFORDABLE RENTAL RATE

The only multi-family complex within the County is also the only affordable rent-restricted housing available in the County— a 50-unit garden apartment complex reserved to house moderate income seniors. The complex has 44 one-bedrooms with one bathroom and 6 two-bedrooms with one bathroom for a total of 50 units, with 1 unit reserved for an onsite manager. It should be noted that these units were not included in the average rent calculations because the rent for these units is set at 30% of tenant income, and therefore varies based on income.

Table 10 shows the results of the affordable, rent-restricted survey. Of the 50 units surveyed, there was an undetermined number of vacant units as the complex responded to the needs of their residents during the COVID-19 pandemic.

Table 10: Sierra County Rental Market Survey, Affordable Rent Restricted Units (1 Project Surveyed)

	Total Units	Average Rent
1 bed / 1 bath	44	Income Based
2 bed / 1 bath	6	Income Based
Total Units	50	

Sources: Survey conducted by Housing Tools, 2020

SHORT TERM RENTAL RATE

With tourism playing a significant role in the local economy and limited hotel room options, short term rental properties listed on platforms like AirBnB provide a place for tourists to stay in, while also providing income for hosts who rent out their ADUs or second-income properties. . In the past, these units have typically served non-residents of Sierra County, but in recent months have started offering month-to-month rates that are discounted up to 65% below previous rates for short-term rentals. Five short term rental listings have been included in this survey as they offer another housing market to locals who are unable to find housing in traditional methods or markets.

Table 11: Sierra County Rental Market Survey, Short Term Units (5 Units Surveyed)

	Total Units	Average Unit Size (SF)	Location(s)	Average Monthly Rent
1 bed / 1 bath	3	600	Calpine, Mohawk Valley, Sierra City	$1,442
3 bed /2 bath	1	N/A	Sierra City	$3,150
4 bed / 2 bath	1	N/A	Downieville	$2,652
Total Units	5			

Sources: Survey conducted by Housing Tools

RV AND MOBILE HOME COMMUNITY RENTAL RATE

RV and Mobile Home Communities serve both as a place for people who own their own trailers or mobile homes to rent parking spaces, or to rent trailers or mobile homes, much like renting an apartment or home for those of moderate-income or below.

In the past, Loyalton Mobile Estates served this population in the community of Loyalton, but received code violations from the State Department of Housing & Community Development, indicating it was not safe for habitation. This lead to the revocation of its mobile home park license on December 31St, 2015, leaving many without permanent homes after the November 13, 2017 demolition of all remaining homes. The park contained 52 approved spaces, including a laundry building and a former restaurant.

MARKET RATE RENTAL OPPORTUNITIES

As described in the Rental Market section, there are very few renters in Sierra County. There are not any multi-family rental complexes and most rentals are homes, rooms or mobilehomes. There is a bi-furcated rental market with small affordable rentals on the low end, and larger home vacation rentals on the high end.

There may be opportunities for more affordable mobilehome or manufactured home rentals in Sierra County. This could be a low-cost, low-overhead form of market rate, but affordable, housing for small families, workers, and seniors. Parts of the County have lower land costs relative to surrounding areas, mostly in the eastern area around Loyalton. According to the Home Listing Snapshot summarized in Table 8, Loyalton has the lowest average asking price for home sales of the three largest towns in the area. It is also the closest town in the County to the Reno Metropolitan Area, offering an opportunity to capture some of that demand.

AFFORDABLE RENTAL HOUSING NEED

A key indicator of affordable rental housing need is housing cost burden. This is a measure of the percent of household income that is spent on housing. **Chart 14 shows that 34% of renter households pay more than 35% of income to rent, which is a total of 78 households. Chart 15 shows that 28% of households pay more than 50% of income to rent, which is a total of 64 households.**

Affordable housing programs subsidize the production of units based on the incomes served, expressed in terms of percent of Area Median Income. Area Median Income is the "middle" income in the range of incomes of all households in a defined area, and reflects gross incomes. Table 12 shows income levels for various percentages of Area Median Income by household size (including adults and children), as set by the U.S. Department of Housing and Urban Development (HUD) for 2020.

CHART 14: Renter Households Paying >35% of Income to Rent, Sierra County

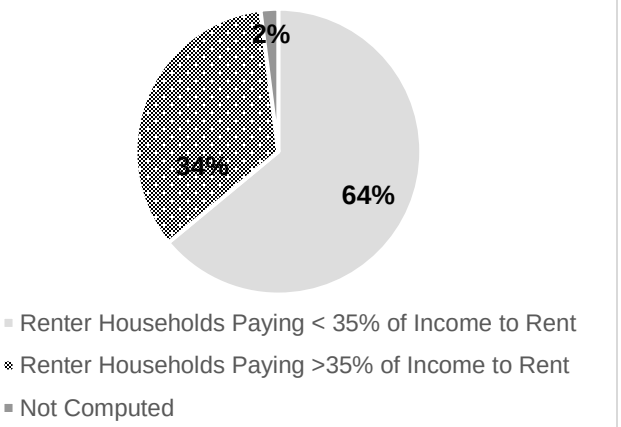


CHART 15: Renter Households Paying >50% of Income to Rent, Sierra County

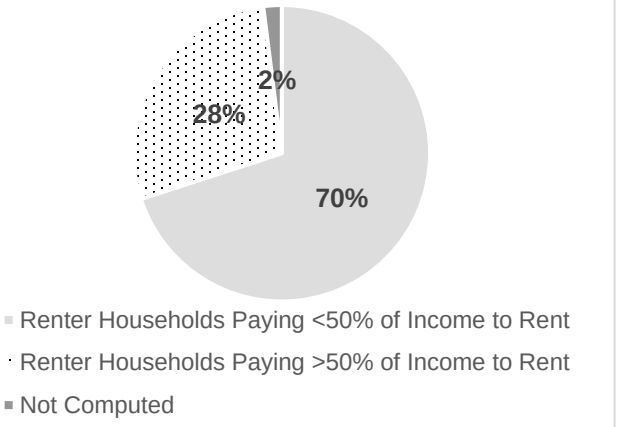


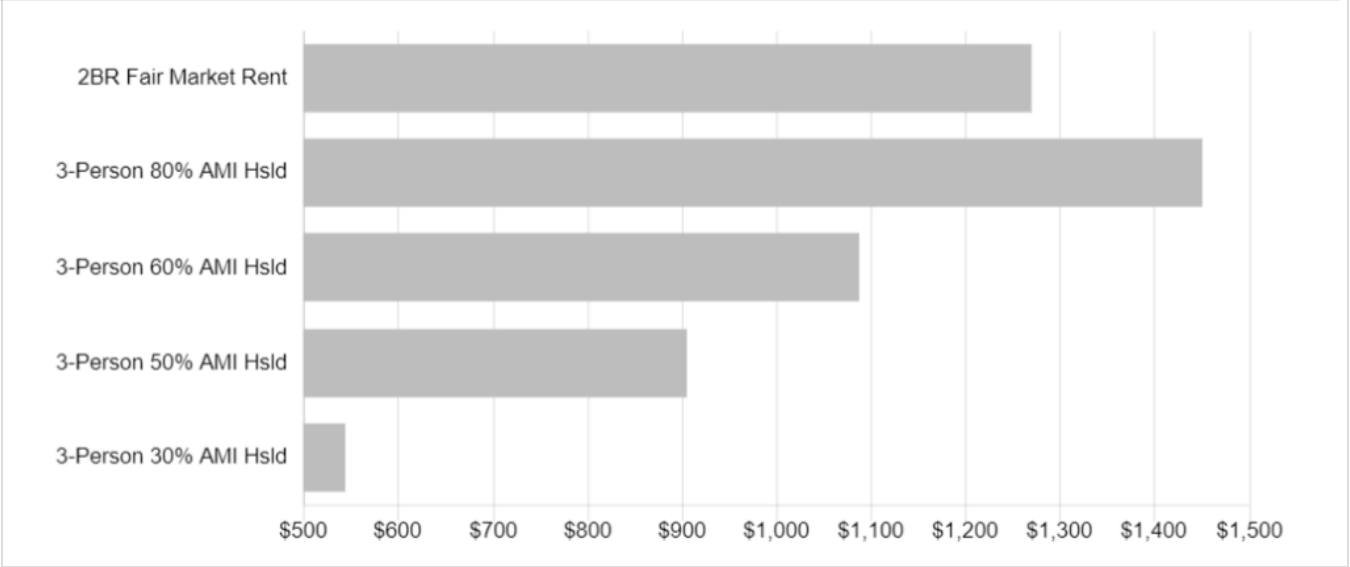
Table 12: Incomes by Percent of Area Median Income, Sierra County (2020)

	Household Size			
Percent of Area Median Income (AMI)	One Person	Two Person	Three Person	Four Person
80%	$45,120	$51,520	$58,000	$64,400
60%	$33,840	$38,640	$43,500	$48,300
50%	$28,200	$32,200	$36,250	$40,250
30%	$16,920	$19,320	$21,750	$24,150

Source: U.S. Department of Housing and Urban Development, 2020

Chart 16: Affordable Rent by Income Level shows housing affordability for various three-person household income levels that correspond with Table 12 above. The two-bedroom Fair Market Rent is a measure of market rent as determined by the Department of Housing and Urban Development (HUD). The first bar in Chart 16 below shows the Fair Market Rent for a two-bedroom unit in Sierra County, as determined by HUD. It is notable that the Sierra County Fair Market Rent is $354 higher than neighboring Plumas County. The other bars show how much rent households at various household income levels could afford to pay in comparison to Fair Market Rent. **A three-person household earning 60% of Area Median Income can afford $182 less than the Sierra County Fair Market Rent of $1,270. By comparison, the Zillow Rent Index is $1,681. When income falls to 50% of Area Median Income and below, it becomes even more difficult to afford market rent.**

CHART 16: Rent by Income Level, Sierra County



Source: U.S. Department of Housing and Urban Development, 2020

Chart 17: Affordable Units Compared to Need below shows the number of affordable housing units in the County compared to need. Affordable, rent-restricted housing is generally restricted to, and priced affordably for, households with incomes less than 50% of Area Median Income. Table 12 shows that 50% of Area Median Income is just above $35,000 for a three-person household. Chart17 shows an estimated 435 households in the County with incomes less than $35,000. By comparison, there are 8 HUD-subsidized, rent-restricted units in the County. **As illustrated, there is a significant shortfall of at least 427 units that are affordable to Low Income households**.

CHART 17: Affordable Units Compared to Need, Sierra County

Sources: U.S. Department of Housing and Urban Development, 2020 and U.S. Census, 2014-2018 American Community Survey

The State Housing and Community Development Department establishes a Regional Housing Needs Allocation (RHNA) every five years for Sierra County. The RHNA provides a target for housing production that will meet the projected need of County residents. The target is sub-divided into affordability levels, including Very Low (50% AMI), Low (80% AMI), Moderate (120% AMI), and Above-Moderate (>120% AMI). For the period of 2014-2019, the RHNA goals for Sierra County are 1 Moderate Income unit, 2 Low Income units, and 2 Very Low Income units. No units in these categories have been produced during this time period.

HOMELESSNESS IN SIERRA COUNTY

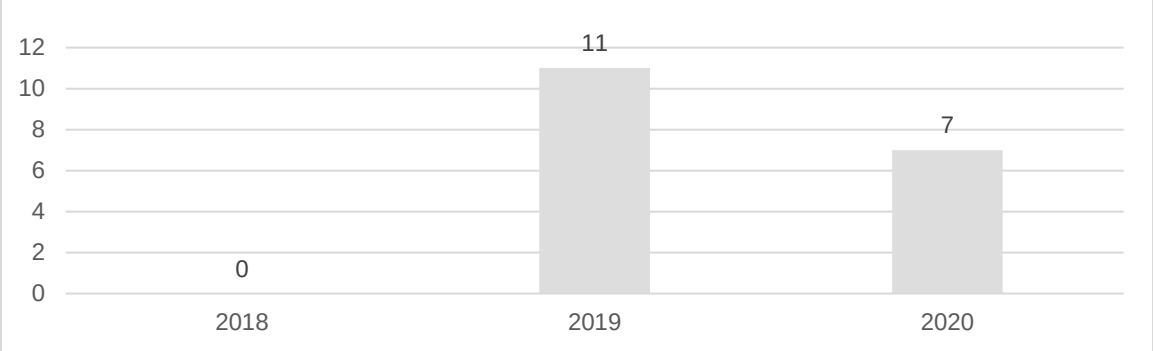
Similar to every other community in California, Sierra County has a portion of its population experiencing homelessness. The County acts as the representative entity for Sierra County in the NorCal Continuum of Care (CoC), which applies for and oversees funding from the federal Department of Housing & Urban Development (HUD) to provide permanent supportive housing opportunities for individuals and families experiencing homelessness. Every two years, each CoC conducts a Point in Time count (PIT) of those who are homeless on a selected day in January. The counts derived from this effort not only establish funding thresholds for federal and state funds, but they also provide a snapshot of who is experiencing homelessness in each community.

The 2020 Point-in-Time Survey counted a total of 7 individuals experiencing homelessness in Sierra County. All 7 individuals were unsheltered, as Sierra County does not have any emergency shelter options.

The 2019 Point-in-Time Survey counted a total of 11 individuals experiencing homelessness in Sierra County. Of these individuals:

- All were unsheltered
- All were white, non-Hispanic or Latino
- 7 were male, 4 female
- 2 people had lived their entire life in the County, 5 people from from 5-10 years
- There was one child, ages 5-12 and one person reported being a veteran
- Based on the number of times homeless in the past 3 years and number of months homeless, 8 of the 11 were chronically homeless, a rate of nearly 73%.

CHART 18: Number of People Experiencing Homelessness in by Year, Sierra County



Sierra County, prior to 2019, had not been able to carry out a Point-in-Time survey, so the chart above for 2018 shows a baseline of zero. This should not be construed to mean that in 2018 and the years prior, there were not individuals experiencing homelessness in Sierra County. The drop from 11 persons in 2019 to 7 persons in 2020 has been noted to be a result of County staff's efforts to find people housing.

Traditionally, the PIT is considered to likely undercount the number of people who are homeless, since it relies on volunteers canvassing communities to find individuals who are willing to participate in the survey on that one day. Therefore, the number of people experiencing homelessness in Sierra County may be somewhat higher than shown. The PIT definition of homeless is more restrictive than other definitions and does not include households doubling up or living temporarily in motels. While homelessness is a complex and multi-faceted problem, addressing the county's need for additional affordable housing units for very-low and extremely-low income households, in particular, the need for one-bedroom affordable units for single individuals, will contribute significantly to long-term solutions. New funding from the State, designed to specifically address homelessness, is discussed in more detail below. These funds can be used to develop critical infrastructure and support the wraparound services needed to help move individuals and families out of homelessness.

AFFORDABLE RENTAL FUNDING ENVIRONMENT

As demonstrated above, **there is a clear need for affordable housing in Sierra County**. Beyond meeting an immediate need for residents, affordable housing creates the potential for positive spillover benefits to the broader community. In areas with soft housing markets, new affordable rental housing often increases surrounding property values and stimulates reinvestment and revitalization. In addition, housing construction creates jobs and economic activity. Jobs are created through contracts for the construction in the short-term, and through operations and maintenance activities post-construction in the long-term. Furthermore, lower rents free up more discretionary household income that can be spent within the local community.

Affordable housing requires public subsidies to compensate for restricted, below-market rents. Traditionally, subsidies for rural counties have been provided through the HOME and Community Development Block Grant (CDBG) programs administered by the State Housing and Community Development Department (HCD). Funding from these programs is made available to rural counties throughout the State annually through a competitive application process, as described below.

HOME INVESTMENT PARTNERSHIP ACT (HOME)

A total of $42 million was made available in the Notice of Funding Availability (NOFA) released in October 2019 with applications due in late January 2020. Generally, the State issues one HOME NOFA per year. Funding is available for new rental construction (up to $5 million per loan, or up to $6 million for projects with deep affordability targeting, serving special needs populations and/or those experiencing homelessness), rental rehabilitation (up to $5 million), homebuyer projects (up to $80,000 per unit), activity delivery and administrative costs.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

The most recent CDBG NOFA released in January 2020 made available $60 million. Round 1 applications for Housing and Community Development Competitive program and Economic Development Competitive Program funds are due June 1st, 2020. Round 2 applications for additional Economic Development Competitive Program funds are due July 15th, 2020. Economic Development Over-the-Counter Project Allocation application closing September 15th, 2020. Multifamily Housing, Housing Infrastructure, and Community Development OTC Project application period closes on September 30th, 2020. The State has been working to revamp the CDBG program and now plans to issue an annual NOFA every January with streamlined processes for awards. The two most significant redesign related changes to this NOFA cycle include the addition of an Over-the-Counter application process for all capital construction projects and the implementation of the new eCivis Grants Managements System that will allow applicants to apply online and track the status of their application. At least 70% of all CDBG funds must be used for activities that benefit low- and moderate-income individuals, families, and households.

NEW STATE FUNDING SOURCES

The State legislature has recently passed a number of pieces of legislation over the past two years that fund affordable housing and related homeless services. A description of these programs is provided below.

NO PLACE LIKE HOME (NPLH)

The purpose of this program is to provide permanent supportive housing for homeless persons with serious mental health conditions. There are two funding streams: a Non-Competitive Program and a Competitive Program. Both funding streams may be combined for one project. It is expected that counties will partner with a Development Sponsor (an experienced supportive housing developer) who will actually own and manage the project. Counties are required to commit to provide and facilitate tenant supportive services, including mental health services, for a minimum of 20 years. Sierra County is eligible to receive $500,000 through the Non-Competitive Program, with any project application intending to use these funds due no later than February 15, 2021. The County and a partner Development Sponsor can also propose to utilize Competitive funds from the Small County Set Aside in a project application that is responsive to one of the State's annual NOFAs. The third round of Competitive funding is scheduled for the Fall of 2020 and the fourth round is scheduled for the Fall of 2021. Any project proposing to use both streams of funding will submit one combined project application in response to one of the NOFAs, with a maximum project loan of $20 million.

PERMANENT LOCAL HOUSING ALLOCATION (PLHA)

The PLHA was established through the Building Homes and Jobs Act (SB2) of 2017. The PLHA will be a broad, ongoing affordable housing program funded by fees collected from real estate transaction recordings. HCD estimates that annual revenue will be $250 million statewide. Sierra County can access PLHA funds through two mechanisms:

- Non-competitive annual allocation: These funds will be provided to the County on an annual basis, subject to the submittal of an HCD-approved 5-Year Expenditure Plan. The Year 1 (2020) estimate of funding for the County is $67,624. Annual funding amounts are subject to the amount of revenue collected by the State.
- Competitive allocation: Counties that do not receive CDBG entitlement funds can also apply for competitive funds which will be made available via a NOFA process on an annual basis. Priority points will be given for jurisdictions proposing to use competitive funds for provide assistance to those experiencing homelessness and who have an unincorporated population of less than 200,000.

For 2020, the State issued a NOFA in March for the non-competitive allocation, with Expenditure Plans/Applications due no later than July 27, 2020. A NOFA for the competitive funds is anticipated for release in August 2020 with applications due in October 2020. Eligibility threshold is having a currently compliant Housing Element and up-to-date submittal of the Housing Element Annual Progress Report (APR). As noted above, once a jurisdiction's 5-Year Expenditure Plan is approved, they will receive their non-competitive allocation each year, and can apply for competitive funds each year pursuant to an annual NOFA process.

PLHA funds are designed to be flexible in order to address each jurisdiction's greatest housing needs, especially for those households who earn 60% of Area Median Income or less.
Eligible uses of the non-competitive funds are:

1. Predevelopment, development, acquisition, rehabilitation and preservation of multifamily, residential live-work, rental housing that is affordable to extremely-low, very-low, low- and moderate-income households, including necessary operating subsidies. Accessory Dwelling Units (ADUs) are eligible for assistance.
2. Affordable rental and ownership housing that meets the needs of a growing workforce earning up to 120% of Area Median Income or 150% of AMI in high-cost areas.
3. Matching portions of funds placed into local or regional housing trust funds.
4. Matching portions of funds available through the Low and Moderate Income Housing Asset fund pursuant to subdivision(d) of the Section 34176 of the Health and Safety Code.
5. Capitalized reserves for services connected to the creation of new permanent supportive housing, including, but not limited to, developments funded through the Veteran's Housing and Homelessness Prevention Bond Act of 2014.
6. Assisting persons who are experiencing or at risk of homelessness, including providing rapid rehousing, rental assistance, navigation centers, emergency shelters, and new construction, rehabilitation and preservation of permanent and transitional housing. This activity may include using PLHA funds for continued assistance to households assisted with California Emergency Solutions and Housing (CESH) Program funds.
7. Accessibility modifications.
8. Efforts to acquire and rehabilitate foreclosed or vacant homes.
9. Homeownership opportunities, including down payment assistance.
10. Fiscal incentives or matching funds to local agencies that approve new housing for extremely-low, very-low, low- and moderate-income households.

Eligible uses of the competitive funds are:

1. Development of new multifamily rental housing that is affordable to households at or below 60-percent of AMI or substantial rehabilitation of multifamily rental housing that will be affordable to households at or below 60-percent of AMI, but which is not currently restricted as affordable housing; or

2. Assistance to persons who are experiencing or at risk of homelessness, including, but not limited to, through rapid rehousing, or rental assistance, supportive services and case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers, or new construction, rehabilitation, or preservation of permanent or transitional rental housing.

CONCLUSION

In Sierra County, the severe economic recession from 2009-2014 slowed and stabilized somewhat from 2105-2019. Employment dipped slightly by 62 jobs between 2014 and 2018 while the unemployment rate fell from 10% to 6% over that period. After County population fell from 3,220 in 2010 to 2,951 in 2016, it stabilized a level of 3,005 in 2019. Despite the recent economic recovery, the County must now deal with the economic fallout of COVID-19, which is likely to negatively impact the primary employment sectors in services and state government as tourism and sales tax receipts decline.

Despite these challenges, this report has identified opportunities for the rehabilitation of existing housing and development of market rate and affordable housing, which are outlined below. These activities will require public/private partnership and strategic investment from outside the County. These investments can help strengthen the overall economy by reducing the cost of living for local workers and attracting workers and residents from outside the County.

- Incentivize and fund the development of affordable and market rate studio and one-bedroom units to meet the needs of smaller households. Utilize the HOME and CDBG programs to rehabilitate motels and duplexes, tri-plexes, and four-plexes for use as permanent, small unit, low cost housing. Development incentives could include lower impact funds that better reflect lower infrastructure demands of smaller households and/or reduced parking requirements for smaller units.

- Implement a more expansive housing rehabilitation program for low income homeowners utilizing State CalHome, HOME and/or CDBG funds.

- Work with the State Housing and Community Development Department (HCD) Mobilehome Assistance Center and Rural Communities Assistance Corporation (RCAC) to fund mobile home rehabilitation and/or the provision of new mobile homes, particularly in Loyalton.

- Prepare to access new State funding sources such as the No Place Like Home program (NPLH) to provide Permanent Supportive Housing for individuals and families experiencing homelessness. Identify opportunities to acquire a motel or other property in the Loyalton area that could be converted or rehabilitated to house 5-20 individuals. Explore opportunities to fund a joint project with Plumas County.

MAY 2020

NPLH HOUSING SITE FEASIBILITY STUDY

SIERRA COUNTY

HousingTools

TABLE OF CONTENTS

INTRODUCTION	1
METHODOLOGY	2
DESCRIPTION OF FUNDING SOURCES	3
FINANCIAL MODEL ASSUMPTIONS	6
SCORING CRITERIA	9
RANKING	10
SITE COMPARISON	13
APPENDIX A: SITES LIST	
APPENDIX B: SITE SUMMARIES	

INTRODUCTION

Sierra County has requested that Housing Tools complete this Site Feasibility Study as part of its contract for No Place Like Home (NPLH) services. Through this contract, Housing Tools will help Sierra County access NPLH funds, which will be used to develop Permanent Supportive Housing (PSH) for individuals who are chronically homeless, homeless, or at-risk of being chronically homeless. The purpose of the Site Feasibility Study is to research the potential of sites for the development of NPLH-assisted Permanent Supportive Housing, and identify the most attractive sites in terms of development feasibility, financial feasibility, community benefit, and neighborhood integration.

This Site Feasibility Study analyzes two sites: 1) an existing office building that could be converted to permanent supportive housing units; and 2) a vacant site that would accommodate new construction of 20 permanent supportive housing units. A development project type was modeled for each site. Both project types assume that all units, with exception of an on-site manager unit, will be NPLH-assisted studios targeted to homeless individuals. Both project types would include intensive case management supportive services for the NPLH tenants provided by Sierra County Behavioral Health, and general services coordination for all of the residents. Through the community outreach process to develop the Sierra County 10 Year Plan to End Homelessness, Housing Tools learned that these were the most feasible development types to address Sierra County's needs.

The property search focused on the town of Loyalton, which has adequate infrastructure and services to support permanent supportive housing and also has a strong need for such housing. Unfortunately, there are few sites available in Loyalton or nearby that are feasible for affordable housing development. However, it is intended that this study will help the County better understand issues and constraints that should be considered when selecting a site. This understanding can be applied to the sites reviewed in this report, or other sites that are identified in the future.

This study begins with a description of the methodology and process followed to conduct the analysis of sites. This is followed by an explanation of the financial model used to compare sites, and the funding sources used in the financial model. The concluding section consists of the scoring criteria description, ranking rationale, and site descriptions with key metrics and scores. This is followed by a Sites List Table with summary information for each site (Appendix A), and a one-page description with aerial photo of each site (Appendix B).

METHODOLOGY

Housing Tools undertook the following process to identify and analyze potential sites for Permanent Supportive Housing Development.

1. Identified potential sites from the following sources:
    a. 2014-2019 Sierra County Housing Element Update, Appendix A: Inventory of Vacant Land Designated for Affordable Housing;
    b. Searched internet listings on LoopNet and Zillow;
    c. Researched properties on the County Assessor Portal; and
    d. Followed up on availability of sites identified in the Housing Elements.
2. Researched site characteristics to build a Potential Sites List, including:
    a. Size;
    b. Price;
    c. Zoning restrictions;
    d. Availability of water and sewer utilities;
    e. Site characteristics with Google Maps and the County Assessor Portal; and
    f. Surrounding neighborhood and neighboring land uses with Google Maps.
3. Consulted with Officials and Planners at Sierra County and City of Loyalton about potential development sites, affordable housing development plans, land use and zoning plans, and current zoning.
4. Updated the Potential Sites List with information gathered from consultation with government officials and planners.
5. Developed a financial model in order to:
    a. Determine site development capacity in terms of number of units based on size and zoning constraints;
    b. Determine feasibility of financing development with public funding sources;
    c. Determine Total Development Costs, by unit and by square foot;
    d. Determine Funding Gap required to be filled with Local and Developer Funds, defined as the difference between: a) the amount of a permanent commercial loan, 9% tax credit equity, noncompetitive and competitive NPLH funds; and b) the Total Development Costs; and
    e. Compare Required Local and Developer Equity Funding between the potential sites on a projected per unit and per square foot basis.
6. Listed potential sites with site characteristics and key metrics pulled from the financial model, as summarized on the Site Feasibility List in Appendix A.
7. Scored each potential site by the criteria described on page 9 and ranked them by score, as shown on the Sites List in Appendix A.

DESCRIPTION OF FUNDING SOURCES

Below is a description of potential funding sources that were considered for each site and incorporated into the financial model.

Tax Credit Equity

Equity invested into the project by banks and corporations in exchange for tax credits. This is the primary source of funding in the financial model. The model assumes use of the 9% tax credit program, which allocates tax credits to projects through a competitive application process administered by the California Tax Credit Allocation Committee (TCAC). An alternative model is to apply for tax-exempt bonds, 4% tax credits and State Multifamily Housing Program funds.

Noncompetitive No Place Like Home (NPLH) Funds

Allocated by the State Department of Housing and Community Development (HCD) to counties to develop Permanent Supportive Housing (PSH) for individuals who are chronically homeless, homeless, or at-risk of being chronically homeless. The noncompetitive allocation to Sierra County is $500,000. These funds are provided to a PSH project developer as a deferred payment, residual receipts loan. This means that interest payments on the loan will only be payable to the extent that there is adequate cash flow from year to year, and the total principal and interest will only be payable by the developer at the end of the 55-year loan term.

Competitive No Place Like Home (NPLH) Funds

Require a competitive application submitted by a county, or jointly by a county and developer. Evaluation criteria include:

- Percentage of total project units restricted to target population
- Leverage of other funding
- Leverage of rental or operating subsidies
- Readiness to proceed
- Extent of supportive services
- Past history of evidence-based practices that have led to a reduction in homelessness

The loan has a 3% interest rate and an annual 0.42% loan monitoring fee. Interest, other than the monitoring fee, is only payable annually to the extent cash flow is available, and repayment of principal and interest is deferred until the end of the 55-year loan term.

Developer Equity

Developer Equity can be contributed to a project in two forms: Deferred Developer Fee and General Partner Capital. Deferred Developer Fee is fee that would otherwise be paid to the developer at construction completion, that is deferred to be paid through operations cash flow over the first 15 years of operations, to the extent cash flow is available. TCAC places limits on the amount of Developer Fee, paid at construction completion and deferred, that a developer can receive. General Partner Capital is paid to a project as permanent equity that is not repaid through operations cash flow. The amount of Developer Equity contributed varies by project, and the amount that must be contributed figures into the developer's cost/benefit analysis of project feasibility.

Local Funds

Local funds could include any of the following:

- *State Permanent Local Housing Allocation (PLHA)*— Funded by Senate Bill 2, the Building Jobs and Homes Act. Allocations will include an annual community formula allocation and a competitive grant program. The combined formula allocation for Sierra County, is estimated to be $129,005 in the program's first year. If agreed to by jurisdictions, allocations may be combined to fund a development project. Also, funds may be rolled over and combined for up to three years to contribute toward a development project. Applications to accept the first year of PLHA funds are due July 27, 2020, with NOFAs issued each year thereafter. For the financial model used in this study, it was assumed that three years of Sierra County PLHA allocations would be contributed to an NPLH project, for a total of $387,016. It is also anticipated that a $13 million competitive allocation NOFA will be released in August 2020.

- *Homeless Housing, Assistance and Prevention Program (HHAP)*— The HHAP is a one-time block grant administered by the State of California that provides local jurisdictions with funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges. Funds were allocated to each of the 58 counties and to the local Continuums of Care that counties are members of. Eligible activities for HHAP funding include permanent housing.

- *State HOME Funds*— Funds allocated competitively by State HCD for the development of permanent affordable housing.

- *State Community Development Block Grant (CDBG) Funds*— Funds allocated competitively by State HCD. CDBG can fund predevelopment and site costs, but not the capital costs of building permanent housing.

- *Project-Based Section 8 Vouchers*— Rental assistance dedicated to units within an affordable housing property that pays the difference between 30% of tenant income and market rents. The market rents can support more debt than would otherwise be supported without rental assistance, and can also cover other operating costs. The Plumas County Community Development Commission administers Section 8 vouchers for Sierra County, a portion of which could be project-based. Project-Based Section 8 Vouchers are critical to financial feasibility for an NPLH project due to the low rents collected from NPLH tenants.

- *County and City General Funds*

FINANCIAL MODEL ASSUMPTIONS

The purpose of developing a financial model is to compare potential sites for financial feasibility and efficiency. While in reality each project would have a unique cost and financing structure, the financial model is a tool to compare the financial feasibility of developing on different sites. To conduct this comparison evenly across sites, the model included consistent assumptions and model inputs. Below is a summary of the unit mix, size of improvements, building envelope, development costs, financing sources, and cash flow inputs to the model.

- Number of Units— The methodology described above was used to determine the minimum and maximum possible units that could fit within a site as determined by site size, characteristics and zoning. The Site Feasibility Study analyzed a 10-unit acquisition/rehab project type and a 20-unit new construction project type, as feasible scales for project financing, market absorption, and neighborhood integration.

- Unit Mix— The unit mix was structured to be most advantageous to apply for public funding. For both project types, all units are studios, and all units except the manager's unit are NPLH-assisted and targeted to homeless individuals. The NPLH program allows all units to be NPLH-assisted if the project has 20 or fewer units. Otherwise, NPLH-assisted units are limited to less than half of the units in the project.

- Size of Improvements— The square footage of improvements was estimated by making the following assumptions:
    - Studios— 200 square feet each
    - Circulation— 10% of total unit square footage
    - Common Space— 1,000 square feet

- Building Envelope— The Building Envelope was estimated to ensure that the size of improvements calculated as described above could fit within it. This was done by taking the site size multiplied by the zoning code allowable lot coverage ratio for a one-story building. The estimated area of zoning-required parking was also estimated, and if this area exceeded the unbuildable space per the lot coverage ratio, it was used in place of the lot coverage ratio and subtracted from the site size to estimate the building envelope.

- Development Costs—
    - Property values were estimated using comparable sales and list prices, and costs cited in Housing Elements, factoring in location, zoning, availability of sewer and water infrastructure, property size, and appreciation. Because property tax assessments are significantly undervalued if a property has not been sold in recent years, closed and listed comparables were used to estimate property prices. If the property

tax assessed value was higher than the estimated per acre price, the property tax assessed value was used. For properties listed for sale, the asking price was used.
    - Demolition costs by a rough estimate were included if necessary
    - Construction costs were estimated at $280 per square foot, which is a typical current rate for affordable multifamily structures in rural Northern California
    - Rehabilitation costs were estimated at $220 per square foot, which assumes a comprehensive rehabilitation and conversion of office spaces to residential units
    - Construction interest was estimated at a 5% interest rate over a 12-month construction period and a 5-month lease-up/conversion period for new construction; or a 6-month construction period and 3-month lease-up/conversion period for rehab
    - Planning, building permit and impact fees were estimated using current Sierra County Fee Schedules
    - Capitalized Reserves were estimated based on lender requirements, including a Capitalized Services Reserve with annual draws to help fund case management supportive services to NPLH tenants
    - Developer Fee was estimated at the TCAC maximum for the 20-unit new construction project type, and at $30,000 per unit for the acquisition/rehab project type
    - Other soft costs were estimated at current typical rates, with total soft costs at 14% to 16% of Construction Costs, which is typical for this development type

- Financing Sources—
    - Commercial Permanent Loan— Due to the sizes of the project types and limited revenue from extremely low rents, commercial permanent loans with monthly debt payments were not included as financing sources
    - 9% Tax Credit Equity— was considered but determined to be infeasible for the two sites assessed due to project size constraints and site location
    - Non-Competitive NPLH— $500,000 as allocated to Sierra County
    - Competitive NPLH— loan amount based on current NPLH loan limits per NPLH-assisted unit
    - Local Funds— $100,000 of PLHA funds for the 10-unit rehab project type (three years of annual allocations to Sierra County); $387,016 PLHA funds for the 20-unit new construction project type
    - Developer Funds— in an amount to fill any remaining gap between Financing Sources and Uses; includes Deferred Developer Fee and General Partner capital

- Cash Flow Inputs—
    - Income was estimated at the current TCAC AMI limits for the Unit Mix; Project-based Section 8 vouchers were assumed for the NPLH-assisted units with contract rents set at HUD's Fair Market Rent for the area

- 5% vacancy rate
- Operating costs at the TCAC minimum threshold of $4,800 per unit per year
- Replacement reserve deposits at the TCAC minimum of $500 per unit per year
- Support Services costs at $4,000 per NPLH-assisted unit for case management, a resident services coordinator, and other supports

SCORING CRITERIA

Each property was evaluated and scored from 1-3 (1 being worst and 3 being best) by the following criteria. The properties were then ranked by score as shown on the Sites List in Appendix A.

Development Feasibility

- How do the property's physical characteristics (topography, vegetation, access from the street, wetlands, slope) impact the prospects for housing development?
- Is the property listed for sale? If not listed, is it known if the owner is interested in selling?
- Would development require the assembly and merger of multiple parcels, and if so, do the parcels have one owner, or multiple owners?
- Is there known or potential environmental contamination?
- Does the zoning permit multifamily housing by right, or does it require a use permit or re-zone?

Financial Feasibility

- Is the site eligible for public subsidies?
- Does the location allow the site to score well for competitive funding applications?
- Would development on the site be financially stable over long term operations?
- How efficient would development on the site be in terms of Local Funds required?

Community Benefit

- How many affordable units could feasibly be built on the site?
- How many NPLH units for homeless individuals could feasibly be built on the site?
- How much room is available for on-site common spaces and supportive services?
- How well does the site support a project that can sustainably provide supportive services to project residents over the course of operations?

Neighborhood Integration

- What is the site's proximity to public transportation and services (grocery stores, parks, schools, libraries, hospitals and clinics, pharmacies)?
- How walkable is the neighborhood?
- Are adjacent land uses compatible with affordable housing?
- How likely is it that the development would receive neighborhood opposition?

RANKING

The two sites analyzed were ranked as follows:

1. 701 Main Street, Loyalton (9 Points)
2. 130-132 Smithneck Rd., Loyalton (5 Points)

It is recommended that the County conduct further investigation on these sites in partnership with a selected developer. The sites have been scored and ranked based on site characteristics. However, a key factor that will differentiate the sites will be local financial and political support.

Descriptions of each property and rationale for its ranking position follow.

1. 701 Main Street, Loyalton (9 points)

This 10,018 square-foot property is improved with a one-story office building and is located in the center of town at East Main and 1st Street. It is zoned R1/Commercial, but will allow residential use at 12 units per acre. It is currently listed on the market for sale. The building was constructed in 1981 and is 2,000 square feet. It was formerly leased to a pharmacy, professional office, and services spaces. There are 10 off-street parking spaces on the side of the building along 1st Street. The lot is rectangular in shape. It is adjacent to businesses, churches and single-family homes.

- Development Feasibility (3 Points)
    - Pros: The site has a structure in good condition that can be converted to housing. All necessary utilities serve the site. It is listed for sale.
    - Cons: None.
- Financial Feasibility (2 Point)
    - Pros: Will not require tax credit equity for development, which shortens the timeframe and increases the predictability for securing funds. The project can be developed with fewer overall funds and within a shorter timeframe than a new construction project.
    - Cons: The Local & Developer Funds required per unit, and Property Price Per Projected Unit, is much higher than the other site analyzed. Rehabilitation of an existing structure carries unknowns related to the current condition of the structure.
- Community Benefit (1 Point)
    - Pros: The zoning will allow 12 units on the site. It is projected that the existing structure would be converted to house 10 studios, with 9 NPLH-assisted units for homeless individuals.
    - Cons: Does not provide as many affordable units as the vacant sites analyzed in Sierra and Plumas Counties with new construction
- Neighborhood Integration (3 points)
    - Pros: Within 600 feet of Sierra County Human Services and a grocery store; within 1 mile of a medical clinic, park, and library.
    - Cons: None.

2. <u>130-132 Smithneck Rd., Loyalton (5 Points)</u>

This site consists of two parcels adjacent to one another, located south of Loyalton in the Sierra Brooks Community. The two parcels combined are 4.21 acres and zoned for residential development. This site was identified in the Plumas County Housing Element as part of the vacant land inventory, and it is also listed for sale. It is vacant with desert terrain and little vegetation. Smithneck Road runs along the south frontage and provides adequate street access. Water, sewer and natural gas infrastructure are not available to the site, and therefore it would require well, septic and propane service.

- Development Feasibility (2 Points)
    - Pros: The site a good size, and is vacant with little vegetation. It is zoned for residential uses and is listed for sale.
    - Cons: Water, sewer and gas infrastructure are not available to the site.
- Financial Feasibility (1 Point)
    - Pros: If a project developed on this site were to receive tax credits, it would not require any local or developer funds. However, it appears unlikely that the project would receive tax credits because it would not receive any points for nearby site amenities.
    - Cons: In addition to challenges with competing for tax credits, the site location makes it difficult to find a tax credit investor to participate in a development at the projected size of 20 units, especially because it is located in a very rural area. Local funds would need to fill the gap.
- Community Benefit (1 Point)
    - Pros: Residential zoning will allow 50 units on the site. However, lack of water and sewer infrastructure limits the project size to 20 units, which would include 19 NPLH-assisted units for homeless individuals. There is adequate space for management and services offices, and on-site amenities such as a community room, as well as on-site parking.
    - Cons: Lack of infrastructure limits development capacity.
- Neighborhood Integration (1 point)
    - Pros: None.
    - Cons: Not within 2 miles of any amenities.

SITE COMPARISON

Below is a more detailed analysis of the two sites considered and a comparison between the two. This includes an assessment of advantages and disadvantages for each site. The comparison is intended to assist the County in prioritizing a site and planning next steps to move forward with its development.

1. 701 Main Street, Loyalton

The commercial building at 701 Main Street is listed for sale and offers an opportunity to save on total development costs by rehabilitating and converting an existing structure to permanent supportive housing. A capital needs assessment would need to be conducted, but it appears that it is in good condition and has been well-maintained. It has leased spaces arranged with entrances on either side of an unconditioned central corridor, with security gates on both ends. About 10 spaces of off-street parking is provided on the west side, or 1st Street side, of the building, with stalls arranged at perpendicular 90-degree angles to the street. The main entrance and on-street parking is on the south side, or Main Street side, of the building. Surrounding land uses include a single-family house to the north, the Golden West Restaurant to the east, the Blue Moon Bakery to the south, and a vacant lot to the west. A small grocery store and Plumas Bank are across the street on the southeast corner of Main Street and 1st Street. The Sierra County Human Services office is only a three-minute walk away to the south, on Front Street. The surrounding neighborhood is a mix of older homes, historic buildings, stores, and churches.

Advantages

- Using existing building lowers overall cost and shortens development timeline.
- Could potentially be developed without a commercial loan or competitive tax credits.
- Water, sewer, electricity infrastructure are already in place.
- Located within walking distance of a variety of amenities, including Sierra County Human Services, a grocery store, bank, and post office.

Disadvantages

- 0.24-acre lot cannot accommodate more than 10 units.

Development Type

The commercial building is about 2,000 square feet, which can be converted to residential uses in a number of different ways. For the financial analysis, it was assumed that the building would include 10 200-foot SRO/Studio type units with in-room kitchenette and private bathroom. One of the units would be set aside for an on-site manager and the rest of the units would house homeless individuals. All units would be assisted by NPLH funds. Below is a breakout of this design scenario as well as other alternatives, which could include: larger units, an off-site manager, a services and office space, or a retail space.

Scenario 1	Type	No. of Units	Square Feet
NPLH-assisted Units	Studio	9	200
Manager's Unit	Studio	1	200

Scenario 2	Type	No. of Units	Square Feet
NPLH-assisted Units	Studio	8	250

Scenario 3	Type	No. of Units	Square Feet
NPLH-assisted Units	Studio	8	200
Community Room, Office, and/or Retail Space		1	400

Scenario 3 would require more local funds to pay for the common areas and/or retail space, as they would not be assisted by NPLH funds. However, these spaces would provide areas for residents to socialize and build a support network. Retail space would provide opportunity to engage and integrate with the community. The retail space could potentially be used as a resident owned enterprise, which offers a means for tenants to develop skills and business experience, and earn money. An example of this type of business located within a permanent supportive housing project is Sensible Cyclery, operated out of Avenida Apartments in Chico. This is a bicycle repair and resale shop. Chico residents donate bikes that are then refurbished and resold to the public. The Avenida Apartments residents can participate in various facets of the business, including bike repair. The project is a rehabilitation of a former motel on the Esplanade and is owned and operated by Caminar, Inc., with funding assistance provided by the City of Chico and Butte CoC.

It is projected that this project could be developed with an estimated $1 million in shared Noncompetitive NPLH funds between Plumas and Sierra Counties, $1.7 million in Competitive NPLH funds, and about $100,000 in PLHA funds. The combining of the Plumas and Sierra Noncompetitive NPLH funds would provide the flexibility to increase the amount of PLHA funding in the project to improve scoring in the Competitive NPLH application for leverage of local resources. If Plumas and Sierra Counties did not combine their Noncompetitive NPLH, the remaining $500,000 could come from a combination of PLHA, HUD CoC, and/or other local funds. The small project size and limited rental income would not support commercial debt or a tax credit investment. The funding structure would require Section 8 Project Based Vouchers for all of the NPLH-assisted units.

2. <u>130-132 Smithneck Rd., Loyalton</u>

This 4.21-acre property located south of Loyalton in Brooks-Sierra is listed for sale at $65,000. At $15,439 per acre and $0.35 per square foot, this is an affordable price when compared to other vacant properties reviewed for affordable housing in nearby Plumas County. However, the site does not have access to water, sewer and natural gas infrastructure, and would require on-site well, septic and propane. This limits the number of units that could be constructed on the site. Otherwise, the site has advantageous features for development, as it is vacant with little vegetation, and mostly flat with good street access from Smithneck Road. Adjacent surrounding uses are open space and single-family residential on large lots. There are no amenities within two miles of the site, which makes it difficult for a project on the site to compete

for tax credits. Local funds would need to fill the gap necessary to complete project financing.

Advantages

- Affordable price.
- Vacant and flat with good street access.

Disadvantages

- No water, sewer or gas infrastructure service available to the site.
- No amenities within two miles.
- Difficult to secure tax credits because of the site location.

Development Type

The site's zoning and size would accommodate 51 units on the site. However, the lack of water and sewer infrastructure available to the site restricts the number of units that could be built. Since it is unlikely that a project on the site could secure tax credits, a significant portion of funding would need to come from local sources. This financial constraint also limits the project scale. It is projected that 20 affordable units would be built on the site, with 19 NPLH-assisted units for homeless individuals. There is adequate space for management and services offices, and on-site amenities such as community room, laundry rooms, and on-site parking.

The financial model for the 20-unit project type on this site would require that an estimated $1 million would be loaned to the project in shared Noncompetitive NPLH between Plumas and Sierra Counties, $3.7 million from Competitive NPLH, $387,016 in PLHA, and $100,000 in deferred developer fee. It will be very challenging to finance the project without the combined Plumas and Sierra County Noncompetitive NPLH loan. The small project size and restricted rents would not support debt for a commercial loan. The site location would likely not make a project developed on it competitive for tax credits.

<u>Analysis</u>

The 701 Main Street site is superior to the 130-132 Smithneck Road site for a number of reasons, as described above. To summarize, the following are the major advantages of the 701 Main Street site:

- Lower development costs;
- Stronger application to Competitive NPLH due to lower development costs and better leverage of local sources;
- Shorter development timeframe;
- Provision of utility infrastructure; and
- More advantageous location that is much closer to amenities, including services.

Recommended next steps to pursue acquisition of the 701 Main Street site include:

1. Issue an RFQ to potential NPLH Development Sponsors.
2. Select a Development Sponsor.
3. Work with Development Sponsor to assess the site, including a financial analysis.
4. If County and Development Sponsor agree to move forward with the site, enter into a purchase contract with seller.
5. Utilize purchase contract contingency period to conduct a capital needs assessment, title review, and further financial analysis.

Appendix A: Sites List

Ranking	APN	Address	Acres	Property Price	Property Price/Acre	Property Price/SF	Zoning	Zoning Density (DU/AC)	Zoning Max Capacity	Projected Total Units	Projected Homeless NPLH Units	Property Price Per Projected Unit	Local & Developer Funds Required	Local & Developer Funds Required Per Unit	Total Score
1	017-085-009	701 Main Street, Loyalton	0.24	$399,000	$1,662,500	$38.17	R-1/Commercial Building	12	3	10	9	$39,900	$100,000	$10,000	9
2	016-190-003, 016-190-004	130-132 Smithneck Rd., Loyalton	4.21	$65,000	$15,439	$0.35	Residential	12	51	20	19	$3,250	$487,016	$24,351	5

Average of All Sites		2.23	$232,000	$838,970	$19.26		12	27	15	14	$21,575	$293,508	$17,175	7

#1 – 701 MAIN ST, LOYALTON

APN	017-085-009
Jurisdiction	Loyalton
Size (Acres)	0.24
Zoning	R-1/Commercial
Property Price	$399,000
Price/Acre	$1,662,500
Price/SF	$38.17
Price Per Projected Unit	$39,900
Zoning Max Capacity	2.88
Projected Total Units	10
Projected NPLH Units	9
Local & Developer Funds Required	$100,000
Local & Developer Funds Per Unit	$10,000

Development Feasibility	3
Financial Feasibility	2
Community Benefit	1
Neighborhood Integration	3
Total Score	**9**

#2 130-132 SMITHNECK RD, LOYALTON

APN	016-190-003 016-190-004
Jurisdiction	Loyalton
Size (Acres)	4.21
Zoning	Residential
Property Price	$65,000
Property Price/Acre	$15,439
Property Price/SF	$0.35
Property Price Per Projected Unit	$3,250
Zoning Max Capacity	50.52
Projected Total Units	20
Projected NPLH Units	19
Local & Developer Funds Required	$487,016
Local & Developer Funds Required Per Unit	$24,351

Development Feasibility	2
Financial Feasibility	1
Community Benefit	1
Neighborhood Integration	1
Total Score	**5**

No Place Like Home Program

Plan to Address Homelessness
Housing Needs Study
Site Feasibility Study

Sierra County Board of Supervisors, June 16, 2020

HousingTools

No Place Like Home Program (NPLH)

State funding through Housing and Community Development enacted in 2016

Funding to be used to create supportive housing units for those who are homeless with a serious mental illness in each county

Two types of allocations:

Noncompetitive: Sierra County can receive $500,000 in Noncompetitive Allocation Funds

There is also a Competitive Allocation process where counties compete within a category of like-size counties with $20 million maximum per project (competitive and noncompetitive)

Target Population:

Individuals in the community experiencing homelessness with severe mental illness

County and Development Sponsor Roles

- Counties will partner with a Development Sponsor, who will co-apply for the funds, then develop, own and manage the housing units.
- The Development Sponsor is responsible for all aspects of the project development, and secure sustainable financing.
- The Development Sponsor, as the owner of the project, will be the party that executes a loan agreement with the State, not the County.
- The Development Sponsor will partner with County's Behavioral Health to provide support services, as well as facilitating their access to other community support services.

NPLH Status

This Board adopted a resolution in 2019 to accept the County's Non-Competitive allocation

The next part of the threshold requirements, which is the Plan to Address Homelessness, will be considered today

An RFQ to solicit a Development Sponsor has been drafted, and a Site Feasibility Study has been completed

The Plumas and Sierra Counties Plan to Address Homelessness

- The NPLH application guidelines require that each county has a Plan to Address Homelessness, that certain key elements are included in the Plan and that it is developed through a collaborative community process with identified stakeholders.
- The Plan to Address Homelessness before you today was developed and written to comply with application guideline requirements.
- Sierra and Plumas Counties decided to develop a two-county Plan, as the counties work closely together and share many commonalities.
- The Plan includes a snapshot of homelessness, current services provided, and solutions to homelessness that were identified by Plumas-Sierra Counties Continuum of Care and engaged stakeholders.

Homeless Plan Key Findings

- The number of individuals experiencing homelessness has averaged 10 people each year, based upon the 2019 and 2020 PIT counts. Most of these individuals are chronically homeless and all have been unsheltered.
- The County Office of Education reported 12 children experiencing homelessness in 2019, which includes those doubling up with family or friends.
- There are no emergency shelters or motels where vouchers could be used to shelter individuals in Sierra County. This means that unsheltered homeless individuals camp in the warmer months and must find someone to temporarily take them in during the winter. Having some type of winter shelter option was identified as a key goal, as well as working with RV parks to explore emergency housing trailers.

Homeless Plan Key Findings

- The closure of the mobile home park in Loyalton had a significant impact on homelessness. Mobile homes are an important source of affordable housing.
- Many people cite the lack of affordable housing and jobs as a contributing factor for their homelessness.
- There is no transitional or supportive housing for individuals with special needs. One of the goals identified is to develop these types of housing, utilizing funding available through the State and the Continuum of Care.
- Efforts will be made to work with the Plumas Community Development Commission to better understand how landlords could be engaged to accept Housing Choice Vouchers.

Board of Supervisors Action on the Plan to Address Homelessness

Because the Plan is a threshold requirement to apply for the NPLH funds, it is requested that the Board approve the Plan and direct staff to submit the Plan to the State Department of Housing & Community Development.

The Housing Needs Study

- The Housing Needs Study is not a requirement of No Place Like Home. The County commissioned this study to provide additional in-depth information on housing conditions in the County.
- It describes general housing market conditions and needs and identifies development opportunities.

Key Findings from the Housing Needs Study

- There is a clear shortage of smaller units for small households and an oversupply of larger units.
- About 2/3 of residential units were built in 1979 or earlier and about 1/3 of those were built in 1949 or earlier. This likely indicates a high need for rehabilitation of older houses.
- The County experienced a net loss of 6 residential units from 2015-2020; a major contributor was the demolition of the mobile homes at Loyalton Mobile Estates.

Key Findings from the Housing Needs Study

- There is a significant shortfall of at least 427 units that are affordable to low income households in the County.
- A review of recent vacation home postings show that many are transitioning from weekly leases to lower priced, longer term leases, likely due to COVID 19. This provides an opportunity to provide more housing for middle and lower income households by increasing the overall rental stock available to local residents.

NPLH Housing Site Feasibility Study

- The purpose of this Study is to research the potential of sites for the development of NPLH-assisted Permanent Supportive Housing and identify the most attractive sites in terms of development feasibility, financial feasibility, community benefit and neighborhood integration.
- The property search focused on the town of Loyalton, which has adequate infrastructure and services to support Permanent Supportive Housing and also has a strong need for such housing.
- The Study includes a description of the methodology and process to conduct the analysis, an explanation of the financial model used to compare sites and the funding sources used in the financial model. The concluding section consists of the scoring criteria description, ranking rationale and site descriptions with key metrics and scores.
- The appendices include detailed information on each site.

NPLH Housing Site Feasibility Study

- Two sites were analyzed in Loyalton:
- Existing office building that could be converted to supportive housing units at 701 Main Street
- A vacant site that would accommodate new construction of 20 supportive housing units at 130-132 Smithneck Road

701 Main Street

- Of the two sites, this ranks the highest
- It is listed for sale
- Could save on development costs since it would be a rehabilitation of an existing building with infrastructure in place
- Services for residents are within walking distance
- Includes the potential for common areas for the tenants and retail space for a resident-owned business enterprise
- Would be limited in size, no more than 10 units

130-132 Smithneck Road

- Is listed for sale
- Does not have access to water, sewer and natural gas; would require on-site well, septic and propane.
- No amenities within two miles of the site.
- Would be difficult to secure tax credit financing due to site location.

Recommended Next Steps

- 1. Issue an RFQ to potential NPLH Development Sponsors
- 2. Select a Development Sponsor
- 3. Work with Development Sponsor to assess the site, including a financial analysis
- 4. If County and Development Sponsor agree to move forward with the site, enter into a purchase contract with the seller.
- 5. Utilize purchase contract contingency period to conduct a capital needs assessment, title review and further financial analysis.

Questions?

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☒Timed ☐Consent

DEPARTMENT: Board of Supervisors
APPROVING PARTY: Peter W. Huebner, District 2
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Presentation and report on the completion of the Sierra County Land Trust Packer Saddle Fuel Reduction Project.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other

BACKGROUND INFORMATION: Laurie Oberholtzer, Director, Sierra County Land Trust will update the Board of Supervisors on the Packer Saddle Fuel Reduction Projec which was funded by the Sierra Nevada Conservancy under Proposition 68.

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $ N/A

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☐Yes ☒No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

SIERRA
COUNTY
LAND
TRUST

PO Box 404, Sierra City, CA 96125 (530) 990-8043
www.sierracountylandtrust.org

January 9, 2020

Sierra County Board of Supervisors
Via: email

Dear Members of the Board:

I am happy to file this final report on our Fall, 2019 Packer Saddle Fuel Reduction Project. The project was completed on October 30. Thank you for your support on this project and to your staff for their assistance during the grant process and the project implementation. I would appreciate a date to discuss it with you at one of your February Board meetings.

Report:
The project was funded by the Sierra Nevada Conservancy ($167,200) using Proposition 68 funds. The work was done under a CalFire 1038j CEQA Exemption (Forest Fire Prevention Exemption Pilot Project). This project supports the Sierra Nevada Conservancy Watershed Improvement Program by reducing the risk of high intensity fire surrounding the headwaters of the north fork of the Yuba River-Packer Saddle and Lakes Basin area as well as surrounding public and private forest lands and nearby small communities. Benefits include protected and enhanced watershed health and developed water resources for downstream users, increased carbon storage capacity due to support for old growth trees across the landscape, protection against soil loss and sedimentation entering into a water delivery system, preservation and enhancement of sensitive riparian habitats, and increased overall forest resiliency. The project satisfies state goals for improving watershed conditions intended to cumulatively reduce the impacts of climate change

10,000 feet of road frontage, 150 feet on either side of road, totaling 69 acres were treated. Hand crews and small masticators and chippers were mainly used. Additional large excavator work was used where appropriate for 2 weeks to expedite work. Work included:

●Understory reduction which involved removal of brush, woody debris, and small saplings.

●Mid-story fuels and tree thinning included selective tree removal of up to 10-inch dbh to create adequate tree spacing. Dead, dying, and diseased trees were removed.

●Ladder fuels were reduced by removing branches to 8 to 10 feet above the forest floor. Vegetation was removed within the dripline of large trees.

A light-on-the-land approach was used to protect the aesthetics of this recreational area. Islands of low vegetation were retained, track marks were avoided, hand work was used on steep slopes, and care was taken to evenly distribute chips and lopped limbs. Specimen trees were protected. Snags for future nesting were retained.

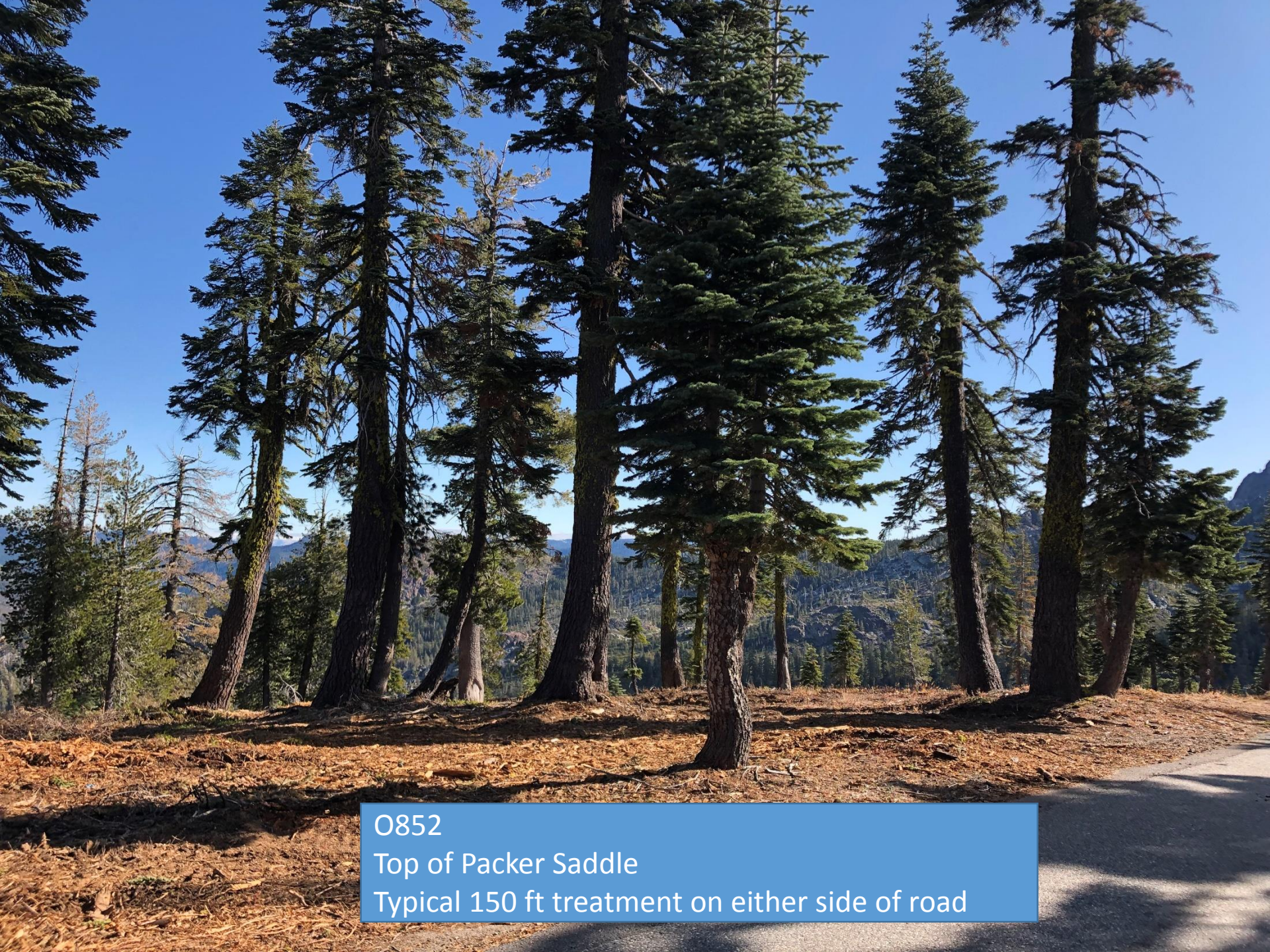
The professional forester overseeing the project was Kevin Whitlock of Under the Trees, and the forest contractor was Misita Tree and Land, both of whom did an excellent and sensitive job.

I have attached photos typical of the work performed. We have had many positive comments. I hope you will be pleased with the outcome.

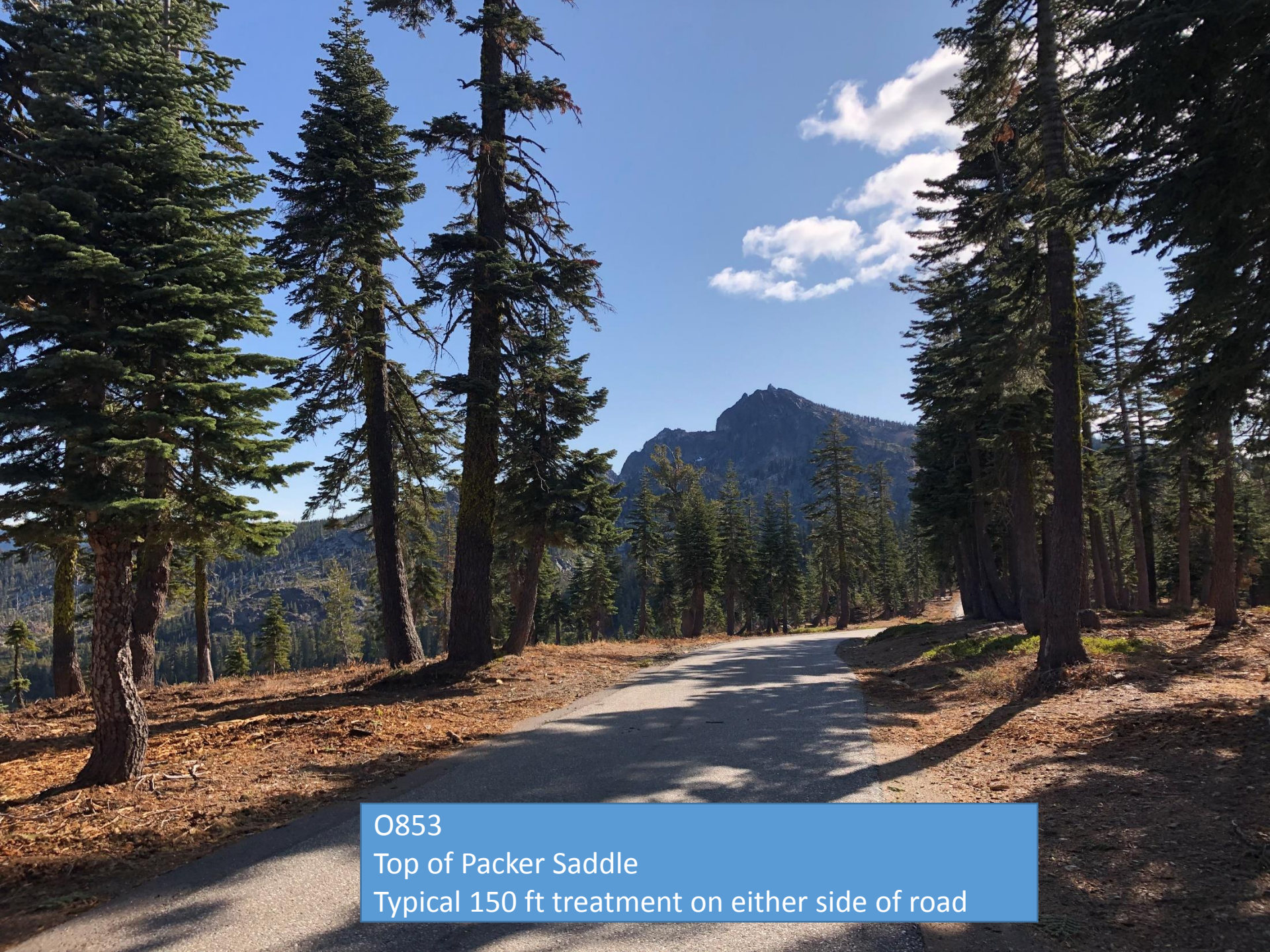
Sincerely,

Laurie Oberholtzer
Director

Attachment: 6 photos

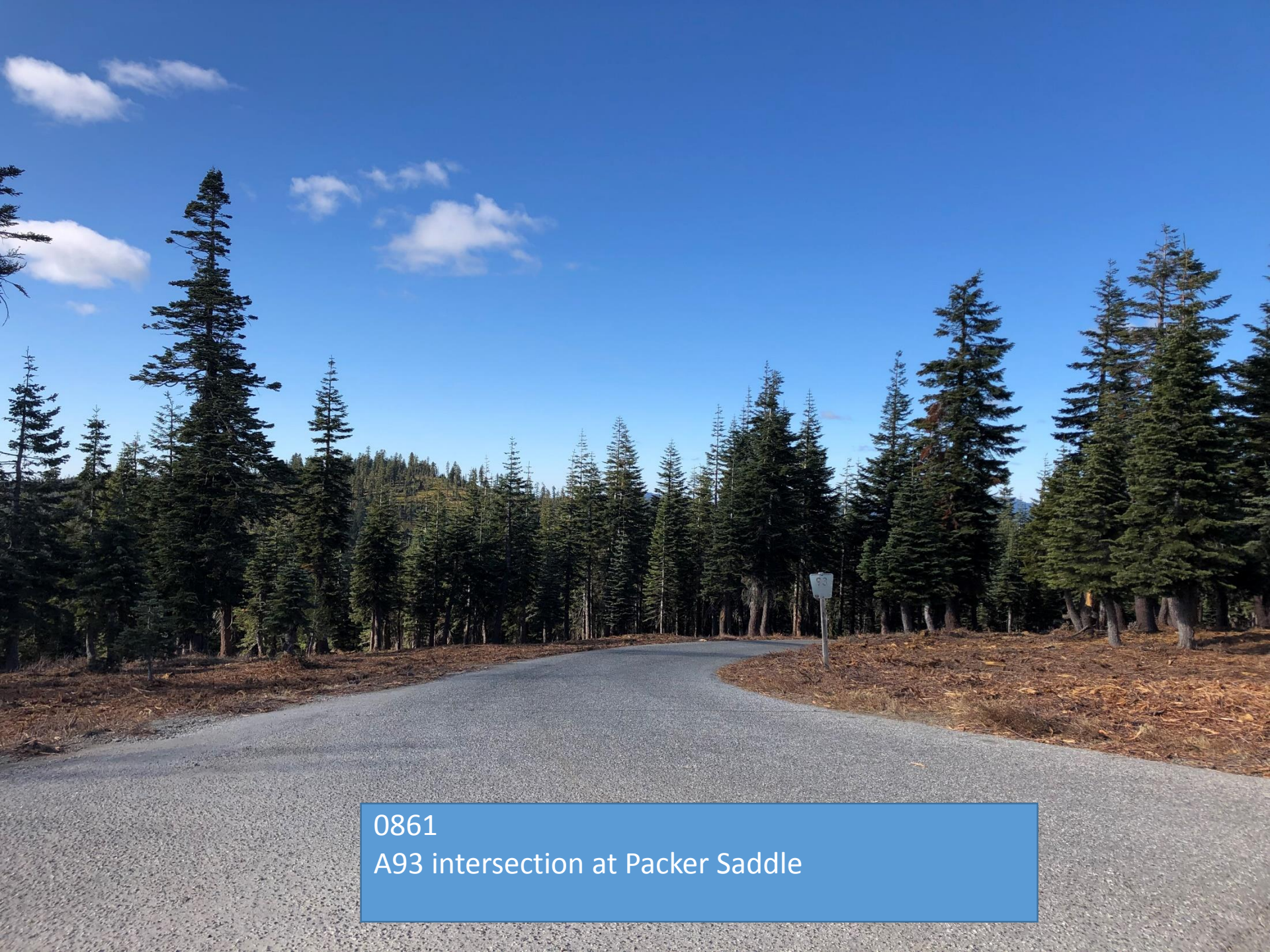


O852
Top of Packer Saddle
Typical 150 ft treatment on either side of road

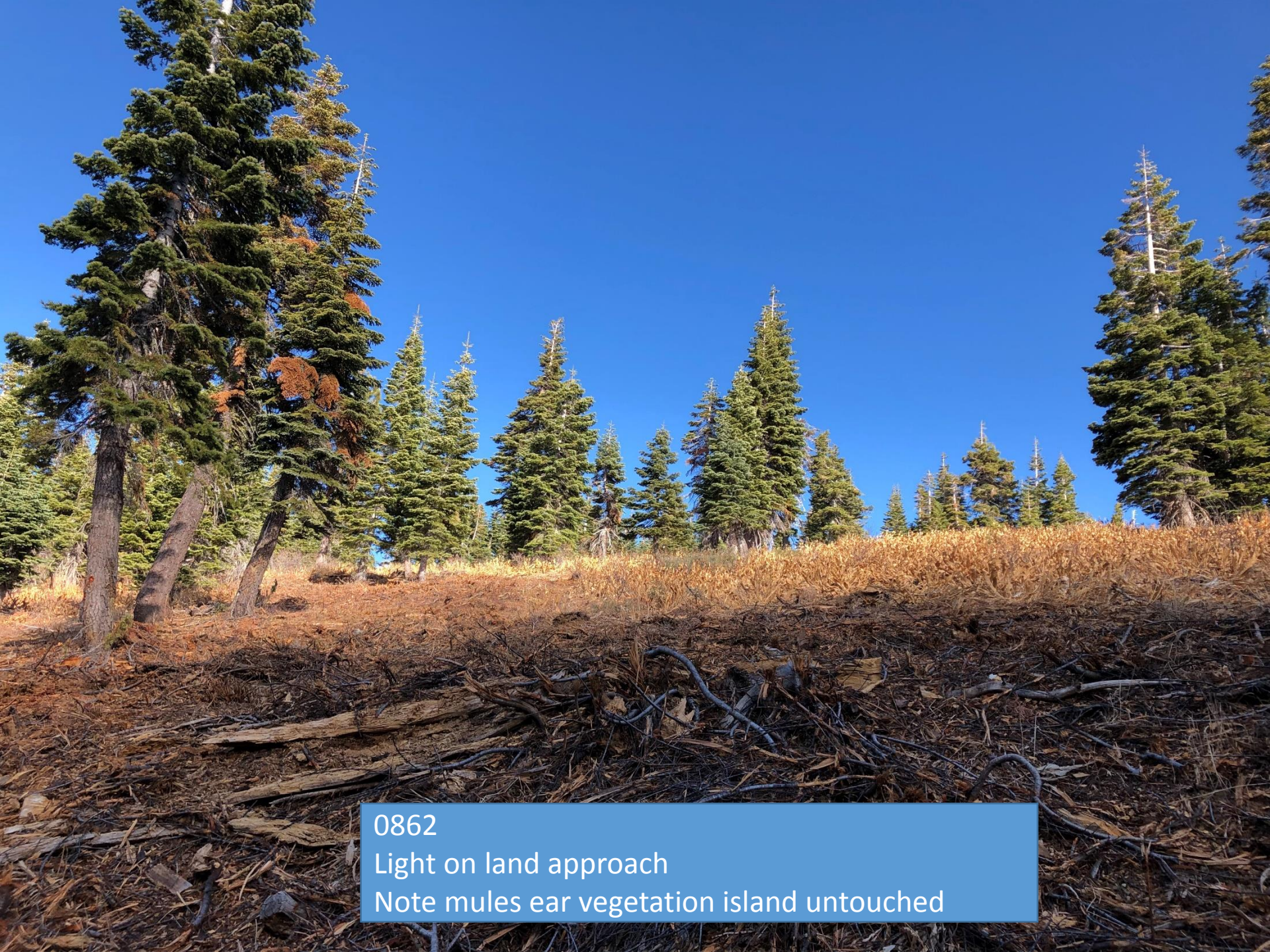


O853
Top of Packer Saddle
Typical 150 ft treatment on either side of road

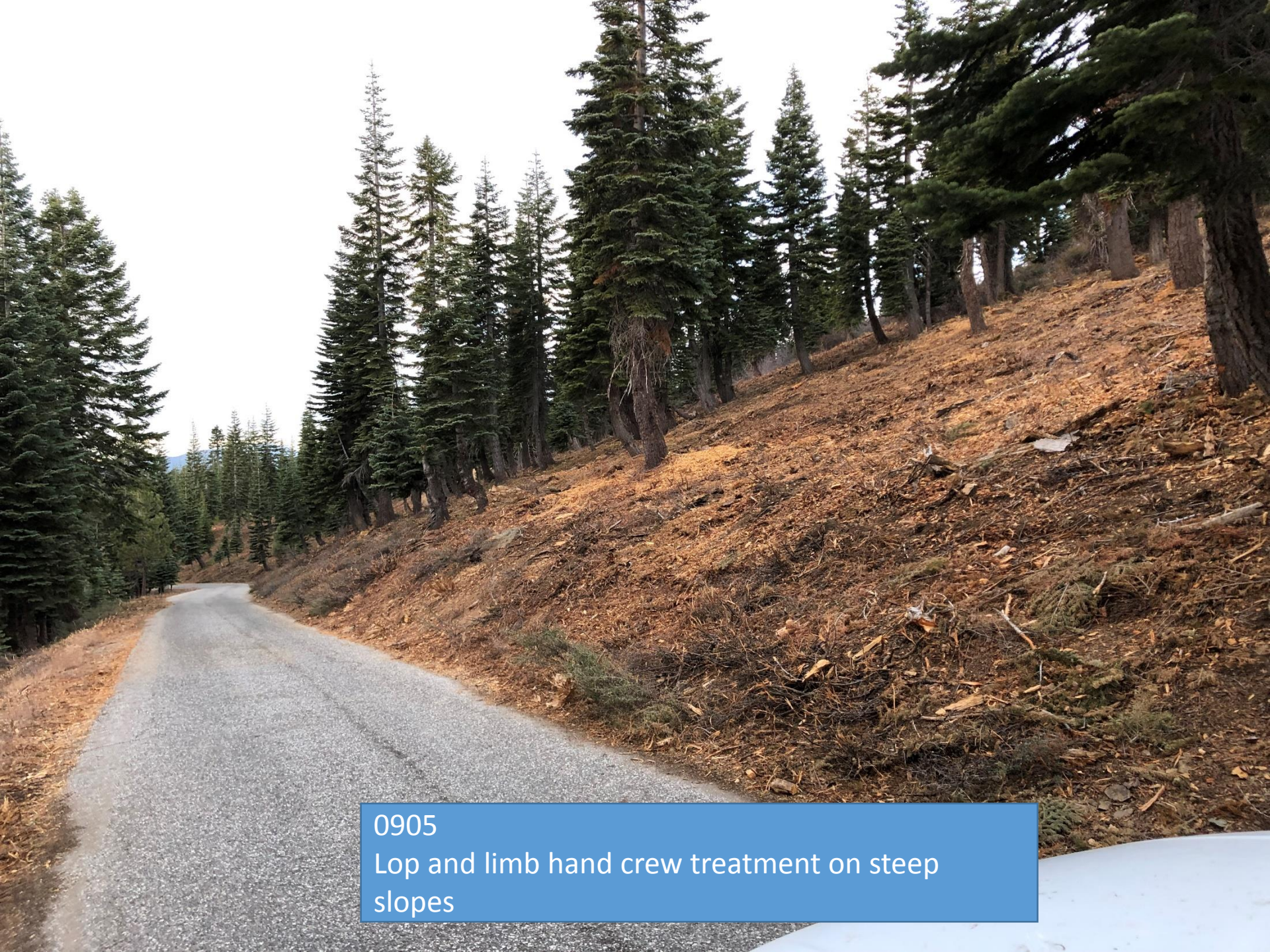
0855
Vegetation retained near trails for aesthetics
(Top of Sunrise Trail Downieville Downhill segment)



0861
A93 intersection at Packer Saddle



0862
Light on land approach
Note mules ear vegetation island untouched



0905
Lop and limb hand crew treatment on steep slopes

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☒Timed ☐Consent

DEPARTMENT: County Service Area 4
APPROVING PARTY: Tim H. Beals, Director of Transportation
PHONE NUMBER: 530-289-3201

AGENDA ITEM: Sierra County Board of Supervisors acting as the County Service Area Board of Directors, will hold a public hearing at 1:30 p.m. to consider the formation of a County Service Area Zone within County Service Area 4 to provide an adequate and reliable level of emergency services to the Sierra County communities of Verdi and Long Valley.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $ N/A

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☐Yes ☒No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

SIERRA COUNTY

Board of Supervisors
P.O. Drawer D
Downieville, California 95936
Telephone (530) 289-3295
Fax (530) 289-2830

NOTICE OF PUBLIC HEARING

SIERRA COUNTY BOARD OF SUPERVISORS
ACTING AS THE COUNTY SERVICE AREA BOARD OF DIRECTORS

NOTICE IS HEREBY GIVEN that on Tuesday, June 16, 2020, at 1:30 p.m. or as soon thereafter as the matter may be heard, the Sierra County Board of Supervisors acting as the County Service Area Board of Directors, will hold a public hearing to consider the formation of a County Service Area Zone within County Service Area 4 to provide an adequate and reliable level of emergency services to the Sierra County communities of Verdi and Long Valley. The boundaries of the proposed county service area zone include all lands in Sierra County located east of the boundary line between the Humboldt-Toiyabe National Forest and Tahoe National Forest. Following the public hearing, the Board will consider the approval of the assessment engineering report to support the proposed county service area formation and the basis for a protest hearing under Proposition 218.

The public meeting will be held at the Loyalton Social Hall, Loyalton, CA, unless Governor Newsom's Executive Order pertaining to the COVID-19 pandemic and/or the social distancing guidelines as outlined by the Sierra County Public Health Department are still in effect at that time. In the case of ongoing social distancing, the Board of Supervisors will hold the public hearing via teleconference and attend the meeting from the Board of Supervisors Chambers, Downieville, CA and/or participate remotely to the same extent as if they were present. The Board Chambers will remain closed to the public as they are currently.

If social distancing measures are no longer in effect and the meeting occurs at the Loyalton Social Hall, Loyalton, CA any person wishing to offer testimony on this matter should appear at the public hearing or may submit written comments to the Clerk of the Board in advance of the meeting.

If social distancing measures are in effect and the meeting occurs via teleconference, members of the public may still provide public comment during the hearing, and may submit written comments on this matter by U.S. Mail or email at clerk-recorder@sierracounty.ca.gov. The Board of Supervisors will consider all written comments received prior to the posted hearing date.

Registered voters residing within the proposed zone may file a written protest against the formation of the zone with the Clerk of the Board no later than the close of the public hearing. Written protests may be mailed to the Clerk of the Board, P.O. Box D, Downieville, CA 95936.

If the Board determines that more than 50 percent of the total number of voters residing within the proposed zone have filed written objections to the formation, then the Board shall determine that a majority protest exists and terminate the proceedings.

A copy of the full text of County Service Area Resolution 2020-001 is available for review online at www.sierracounty.ca.gov or can be requested from the Clerk of the Board by phone at (530) 289-3295 or by email at clerk-recorder@sierracounty.ca.gov.

As the date grows closer to the public hearing, please contact the Clerk of the Board at (530) 289-3295 or clerk-recorder@sierracounty.ca.gov for additional information on the location of the meeting, as well as how to provide comments during the public hearing.

If you challenge the proposed action for which this notice is given in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or raised within written correspondence delivered to the agency conducting the hearing at, or prior to, the public hearing.

Posted: May 28, 2020
Published: June 4, 2020

SIERRA COUNTY

Board of Supervisors
P.O. Drawer D
Downieville, California 95936
Telephone (530) 289-3295
Fax (530) 289-2830

UPDATED

NOTICE OF PUBLIC HEARING

SIERRA COUNTY BOARD OF SUPERVISORS
ACTING AS THE COUNTY SERVICE AREA BOARD OF DIRECTORS

NOTICE IS HEREBY GIVEN that on **Tuesday, June 16, 2020, at 1:30 p.m.** or as soon thereafter as the matter may be heard, the Sierra County Board of Supervisors acting as the County Service Area Board of Directors, will hold a public hearing to consider the formation of a County Service Area Zone within County Service Area 4 to provide an adequate and reliable level of emergency services to the Sierra County communities of Verdi and Long Valley. The boundaries of the proposed county service area zone include all lands in Sierra County located east of the boundary line between the Humboldt-Toiyabe National Forest and Tahoe National Forest. Following the public hearing, the Board will consider the approval of the assessment engineering report to support the proposed county service area formation and the basis for a protest hearing under Proposition 218.

The Board of Supervisors will hold the public hearing via teleconference and attend the meeting from the Board of Supervisors Chambers, Downieville, CA and/or participate remotely to the same extent as if they were present. The Board Chambers will remain closed to the public as they are currently.

Members of the public may provide public comment during the hearing, and may submit written comments on this matter by U.S. Mail or email at clerk-recorder@sierracounty.ca.gov. The Board of Supervisors will consider all written comments received prior to the posted hearing date.

The public may observe and provide public comments during the hearing by using the WebEx options below:

By Phone: 1-408-418-9388
Access Code: 146 250 4208

By PC: https://tinyurl.com/061620bos
Access Code: 146 250 4208

Registered voters residing within the proposed zone may file a written protest against the formation of the zone with the Clerk of the Board no later than the close of the public hearing. Written protests may be mailed to the Clerk of the Board, P.O. Box D, Downieville, CA 95936.

If the Board determines that more than 50 percent of the total number of voters residing within the proposed zone have filed written objections to the formation, then the Board shall determine that a majority protest exists and terminate the proceedings.

A copy of the full text of County Service Area Resolution 2020-001 is available for review online at www.sierracounty.ca.gov or can be requested from the Clerk of the Board by phone at (530) 289-3295 or by email at clerk-recorder@sierracounty.ca.gov.

If you challenge the proposed action for which this notice is given in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or raised within written correspondence delivered to the agency conducting the hearing at, or prior to, the public hearing.

Posted: June 9, 2020
Published: June 11, 2020

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

IN THE MATTER OF PROPOSING THE FORMATION OF A COUNTY SERVICE AREA ZONE WITHIN SIERRA COUNTY SERVICE AREA 4

RESOLUTION 2020-001

WHEREAS, pursuant to the County Service Area Law commencing with Government Code, Section 25210 and following, the Board of Supervisors on June 1, 1956 adopted its Resolution No. 672 establishing County Service Areas 1, 2, 3, 4, and 5 and fixed the boundaries and the services for each of these County Service Areas; and,

WHEREAS, the Board of Supervisors, when it determines it is in the public interest to provide different authorized services, provide different levels of service, provide different authorized facilities, or raise additional revenues within specific areas of a county service area, may form one or more zones as provided in Government Code, Section 25217; and,

WHEREAS, the Sierra County communities of Verdi and Long Valley and properties surrounding these communities are uniquely located along the border between the State of California and the State of Nevada, often sharing common social and economic interests and services with Washoe County, Nevada, and the greater Reno-Sparks Metropolitan area and the growth currently occurring and forecast for Washoe County and the City of Reno along the border of California will create impacts to public services within Sierra County and as a result, providing emergency services to the residents of these two Sierra County communities has become a very high priority; and,

WHEREAS, the Board of Supervisors and the Board of Commissioners of Sierra County Fire Protection District #1 conducted several community meetings in Verdi and in Long Valley soliciting public input over the need for professional emergency services and the requisite funding to support these services and the support from property owners was very strong to proceed with the formation of the county service area zone and funding mechanism; and,

WHEREAS, the Sierra County Board of Supervisors and the Board of Commissioners of Sierra County Fire Protection District #1 have recently conducted negotiations with emergency service agencies within Washoe County, Nevada, to provide professional emergency services to the Sierra County communities of Verdi and Long Valley consistent with levels of service occurring within Washoe County, Nevada, which necessitates the formation of a county service area zone to create the mechanism to create and administer emergency service agreements and to provide the necessary funding for these agreements: and,

WHEREAS, it is the desire and intent of the Board of Supervisors acting as the Board of Directors of County Service Area 4 to form a county service area zone within Sierra County Service Area 4.

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors acting as the Board of Directors of County Service Area 4 declares its intention to form a county service area zone within Sierra County Service Area 4 as provided herein:

1) The formation of a county service area zone is in the public interest to provide an adequate and reliable level of emergency services to the Sierra County communities of Verdi and Long Valley and the proceeding to propose the formation is made pursuant to the County Service Area Law, Government Code, Section 25210 and following and specifically, Article 8, Section 25217.

2) The proposed boundaries of the county service area zone include all lands in Sierra County located east of the boundary line between the Humboldt-Toiyabe National Forest and Tahoe National Forest. The boundary and area of the proposed county service area zone is represented on the map attached hereto as Exhibit 1 and made a part hereof.

3) The metes and bounds legal description of the boundaries of the inhabited territory to be included within the proposed county service area zone is attached hereto as Exhibit 2 and made a part hereof.

4) The reasons for forming the county service area zone are to protect lives and property by providing a local governmental structure and mechanism to provide emergency services to the residents/property owners within the county service area zone, including a source of funding, both of which provides assurance that emergency services proposed to be provided under the county service area zone will be reliable, equal, consistent, and accessible.

5) The authorized services that the county service area zone will provide include fire suppression and emergency medical services, including any required facilities, directly or through service agreements with California and/or Nevada emergency service agencies. The county service area zone will provide a consistent and equal level of service to all properties that are "improved" by means of a residence authorized under a valid building permit issued by Sierra County; by means for any retail or commercial use that is approved under an approved and valid building and zoning permit issued by Sierra County; and by means of any utility or industrial use authorized under an approved zoning and building permit issued by Sierra County. The funding necessary to support the services authorized and implemented under the county service area zone will be an equal charge to all "improved" properties as defined above to augment property tax or mitigation fee contributions from the County of Sierra and/or the Sierra County Fire Protection District #1 implemented through any property tax exchange agreements. A report prepared by a California licensed engineer will analyze and identify the funding streams and funding requirements that will be expected from the "improved" properties as defined above within the boundaries of the county service area zone and a protest hearing under Proposition 218 will be conducted for any charge proposed to be imposed on these "improved" parcels. Once the county service area zone is formed and assessment successfully imposed under Proposition 218, the Board of Supervisors will proceed with the process to repeal the existing special tax in place as imposed by Resolution 2006-063 and dissolve the County Service Area Zone established by Resolution 2004-102 and referred to as "County Service Area 4-Verdi Zone" which affects seven (7) parcels within the community of Verdi.

6) The methods by which authorized services, levels of service, or authorized facilities will be financed include a protest hearing involving all "improved" parcels as defined above, conducted consistent with Proposition 218; any mitigation fees currently in place or approved in the future by the voters within the county service area zone; and property tax allocations according to any property tax exchange agreements between the County of Sierra and the Sierra County Fire Protection District #1 to support emergency services within the county service area zone. All "improved" properties as defined above within the county service area zone as of the date of formation, will be assessed equal charges for each "improved" parcel. The county service area zone will maintain a list of "improved" parcels as defined above, and any parcel "improved" as defined above subsequent to the date of formation of the county service area zone shall be enrolled and shall be charged thereafter an annual amount equal to the charges imposed on "improved" parcels that were in existence at the time for county service area zone formation.

7) The proposed county service area zone will be referred to as "County Service Area 4, Zone 4B-Verdi and Long Valley Emergency Services".

BE IT FURTHER RESOLVED, that the Board of Supervisors acting as the Board of Directors of County Service Area 4, hereby sets a public hearing for June 16, 2020 at 1:30 p.m. in the Loyalton Social Hall, Loyalton, CA or by teleconference if the Governor's Executive Order pertaining to the COVID-19 pandemic and/or the social distancing guidelines as outlined by the Sierra County Public Health Department are still in effect at that time, on the formation of "Sierra County Service Area 4, Zone 4B-Verdi and Long Valley Emergency Services" and approval of the assessment engineering report to support the proposed formation and the basis for a protest hearing under Proposition 218 and notice of the public hearing shall be published, posted, and mailed as is required by Government Code, Section 25217 (d).

ADOPTED, by the Board of Supervisors of the County of Sierra on this 19th day of May 2020 by the following vote:

AYES: Supervisors Adams, Huebner, Roen, Dryden and Beard
NOES: None
ABSENT: None
ABSTAIN: None

COUNTY OF SIERRA

Jim Beard
Chairman of the Board of Supervisors
County Service Area Board of Directors

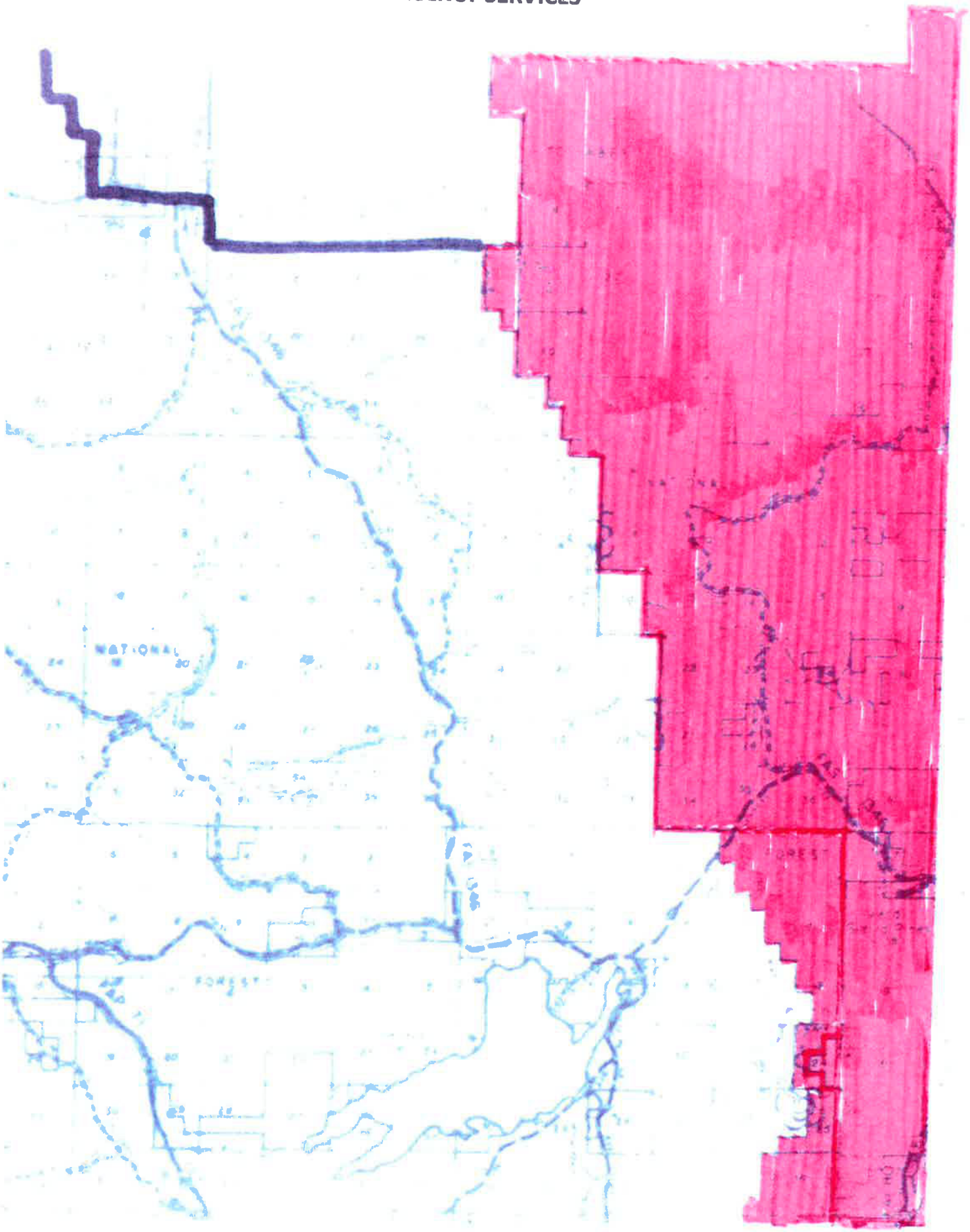
ATTEST:

Heather A. Foster
Clerk of the Board

APPROVED AS TO FORM:

David Prentice
County Counsel

COUNTY SERVICE AREA 4, ZONE 4B
VERDI-LONG VALLEY EMERGENCY SERVICES



County Service Area 4, Zone 4B

Beginning at the Southeast corner of Sierra County at the intersection with the California-Nevada State line; thence Westerly along the South boundary of said Sierra County line to the point of intersection of the centerline of Section 2, T. 18 N., R. 17 E., M.D.B. & M.; thence Northerly along the centerline of Section 2, T. 18 N., R. 17 E., M.D.B. & M. to the North 1/4 corner of said Section 2; thence along the South boundary of T. 19 N., R. 17 E., M.D.B. & M. to the South 1/4 corner of Section 35; thence Northerly along the centerline of said Section 35 to the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 35; thence Easterly to the Northeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 35; thence Northerly along the East boundary of the West 1/2 of the East 1/2 of said Section 35 to the Northwest corner of the East 1/2 of the Northeast 1/4 of said Section 35; thence Easterly to the Southeast corner of Section 26, T. 19 N.,R. 17 E., M.D.B. & M.; thence Northerly along the East boundary of said Section 26 to the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 26; thence Easterly along the North boundary of the South 1/2 of the Southwest 1/4 of Section 25, T. 19 N., R. 17 E., M.D.B. & M. to the Northeast corner of the South 1/2 of the Southwest 1/4 of said Section 25; thence Northerly along the centerline of said Section 25 to the North 1/4 corner of said Section 25; thence Westerly along the South boundary of Section 24, T. 19 N., R. 17 E., M.D.B. & M. to the Southwest corner of the East 1/2 of the West 1/2 of said Section 24; thence Northerly along the West boundary of the East 1/2 of the West 1/2 of said Section 24 to the South boundary of Section 13, T. 19 N., R. 17 E., M.D.B. & M.; thence Easterly along the South boundary of said Section 13 to the South 1/4 corner of said Section 13; thence Northerly along the centerline of said Section 13 to the center of said Section 13; thence Westerly along the centerline of said Section 13 to the Southwest corner of the East 1/2 of the Northwest 1/4 of said Section 13; thence Northerly along the West boundary of the East 1/2 of the Northwest 1/4 of said Section 13 to the South boundary of Section 12, T. 19 N., R. 17 E., M.D.B. & M.; thence Westerly along the South boundary of said Section 12 to the East boundary of Section 11, T: 19 N., R. 17 E.,M.D.B. & M.; thence Northerly along the East boundary of said Section 11 to the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 11; thence Westerly along the North boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 11 to the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 11; thence Northerly along the West boundaries of the Northeast 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of said Section 11 to the Northeast corner of the Southwest 1/4 of the Northeast l/4 of said Section 11; thence Westerly along the North boundary of the Southwest 1/4 of the Northeast 1/4 of said Section 11 to the centerline of said Section 11; thence Northerly along the centerline of said Section 11 to the South boundary of Section 2, T. 19 N., R: 17 E., M.D.B. & M.; thence Westerly along the South boundary of said Section 2 to the Southeast corner of the West 1/2 of the Southwest 1/4 of said Section 2; thence Northerly along the East boundary of the West 1/2 of the Southwest 1/4 of said Section 2 to the Northeast corner of the West 1/2 of the Southwest 1/4 of said Section 2; thence Westerly along the North boundary of the West 1/2 of the Southwest 1/4 of said Section 2 to the West boundary of said Section 2; thence Northerly along the West boundary of said Section 2 to the Northwest corner of said Section 2, T. 19 N., R. 17 E., M.D.B. & M.; thence Westerly along the South Boundary of T. 20 N., R. 17 E., M.D.B. & M. to the East boundary of Section 33,

T. 20 N., R. 17 E., M.D.B. & M.; thence Northerly along the East boundaries of Sections 33, 28, and 21, T. 20 N., R. 17 E.,M.D.B. & M. to the Northeast corner of said Section 21; thence Westerly along the North boundary of said Section 21 to the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 16, T. 20 N., R. 17 E., M.D.B. & M .; thence Northerly along the West boundary of the East 1/2 of the East 1/2 of said Section 16 to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 16; thence Westerly along the North boundary of said Section 16 to the Northwest corner of said Section 16; thence Northerly along the East boundaries of Sections 8 and 5, T. 20 N., R. 17 E., M.D.B. & M. to the Southeast corner of the North 1/2 of the Northeast 1/4 of said Section 5; thence Westerly along the South boundary of the North 1/2 of the Northeast 1/4 to the centerline of said Section 5; thence Northerly along the centerline of said Section 5 to the North l/4 corner of said Section 5; thence Westerly along the South boundary of T. 21 N., R. 17 E., M.D.B. & M. to the Southwest corner of the East 1/2 of the Southeast 1/4 of Section 31, T. 21 N., R. 17 E., M,D.B. & M.; thence Northerly along the West boundary of the East 1/2 of the Southeast 1/4 of said Section 31 to the Northwest corner of the East 1/2 of the Southeast 1/4 of said Section 31; thence Westerly along the North boundary of the Southeast 1/4 of said Section 31 to the center of said Section 31; thence Northerly along the centerline of said Section 31 to the North 1/4 corner of said Section 31; thence Westerly along the North boundary of said Section 31 to the Southeast corner of Section 25, T. 21 N., R. 16 E.,M.D.B. & M.; thence Northerly along the East boundary of said Section 25 to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 25; thence Westerly along the South boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 25 to the Southwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 25; thence Northerly along the West boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 25 to the South boundary of Section 24, T. 21 N., R. 16 E., M.D.B. & M.; thence Westerly along the South boundary of Section 24, T. 21 N.,R. 16 E., M.D.B. & M. to the South 1/4 corner of said Section 24; thence Northerly along the centerline of said Section 24 to the North 1/4 corner of said Section 24; thence Easterly along the North boundary of said Section 24 to the Northeast corner of said Section 24; thence Northerly along the East boundaries of Sections 13 and 12, T. 21 N., R. 16 E., M.D.B. & M. to the Southeast corner of Section 1, T. 21 N., R. 16 E., M.D.B. & M.; thence Westerly along the South line of said Section 1 to the South 1/4 corner of said Section 1; thence Northerly along the centerline of said Section 1 at a point on the North Boundary of Sierra County, thence easterly along said North boundary of Sierra County to the Northeast corner of Sierra County also being on the California-Nevada State line; thence Southerly along the East boundary of Sierra County to the Southeast corner of Sierra County, also being the California-Nevada State line, to the Point of Beginning.

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☒Timed ☐Consent

DEPARTMENT: County Service Area 4
APPROVING PARTY: Tim H. Beals, Director of Transportation
PHONE NUMBER: 530-289-3201

AGENDA ITEM: Resolution forming County Service Area 4, Zone 4B consistent with the Resolution 2020-001 adopted on May 19, 2020, upon determination that a majority protest does not exist, subject to the approval of the proposed fee that will be considered in a proposition 218 protest hearing set for August 4, 2020.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other

BACKGROUND INFORMATION: Resolution is still under preparation at time of agenda preparation and will be submitted separate from initial submittal.

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $ N/A

ARE ADDITIONAL PERSONNEL REQUIRED?	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☐Yes ☒No
☐Yes, -- -- ☒No	**IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

IN THE MATTER OF APPROVING THE FORMATION OF A COUNTY SERVICE AREA ZONE WITHIN SIERRA COUNTY SERVICE AREA 4

RESOLUTION 2020-___

WHEREAS, pursuant to the County Service Area Law commencing with Government Code, Section 25210 and following, the Board of Supervisors on June 1, 1956 adopted its Resolution No. 672 establishing County Service Areas 1, 2, 3, 4, and 5 and fixed the boundaries and the services for each of these County Service Areas; and,

WHEREAS, the Board of Supervisors, when it determines it is in the public interest to provide different authorized services, provide different levels of service, provide different authorized facilities, or raise additional revenues within specific areas of a county service area, may form one or more zones as provided in Government Code, Section 25217; and,

WHEREAS, the Sierra County communities of Verdi and Long Valley and properties surrounding these communities are uniquely located along the border between the State of California and the State of Nevada, often sharing common social and economic interests and services with Washoe County, Nevada, and the greater Reno-Sparks Metropolitan area and the growth currently occurring and forecast for Washoe County and the City of Reno along the border of California will create impacts to public services within Sierra County and as a result, providing emergency services to the residents of these two Sierra County communities has become a very high priority; and,

WHEREAS, the Board of Supervisors and the Board of Commissioners of Sierra County Fire Protection District #1 conducted several community meetings in Verdi and in Long Valley soliciting public input over the need for professional emergency services and the requisite funding to support these services and the support from property owners was very strong to proceed with the formation of the county service area zone and funding mechanism; and,

WHEREAS, the Sierra County Board of Supervisors and the Board of Commissioners of Sierra County Fire Protection District #1 have recently conducted negotiations with emergency service agencies within Washoe County, Nevada, to provide professional emergency services to the Sierra County communities of Verdi and Long Valley consistent with levels of service occurring within Washoe County, Nevada, which necessitates the formation of a county service area zone to create the mechanism to create and administer emergency service agreements and to provide the necessary funding for these agreements: and,

WHEREAS, it is the desire and intent of the Board of Supervisors acting as the Board of Directors of County Service Area 4 to form a county service area zone within Sierra County Service Area 4 and on May 19, 2020 the Board adopted its Resolution 2020-001 proposing to form this County Service Area Zone within County Service Area 4; and,

WHEREAS, the Board of Supervisors conducted a duly noticed public hearing as required by Government Code, Section 25217, on June 16, 2020 and at this public hearing, the Board heard and considered any protests to the formation of the zone.

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors acting as the Board of Directors of County Service Area 4 declares as follows:

1) The Board determines that a majority protest does not exist over the proposal to form the County Service Area Zone.
2) The Board intends to propose a special fee to partially finance the purposes for forming the County Service Area Zone and should the voters or property owners not approve the proposed funding method, the County Service Area Zone shall not be formed.
3) The Board finds that the formation of a county service area zone is in the public interest to provide an adequate and reliable level of emergency services to the Sierra County communities of Verdi and Long Valley.
4) The Board hereby approves the formation of the County Service Area Zone and the following provisions are adopted by the Board related to the formation of the new County Service Area Zone:
    a. The proposed boundaries of the county service area zone include all lands in Sierra County located east of the boundary line between the Humboldt-Toiyabe National Forest and Tahoe National Forest. The boundary and area of the proposed county service area zone is represented on the map attached hereto as Exhibit 1 and made a part hereof.
    b. The metes and bounds legal description of the boundaries of the inhabited territory to be included within the proposed county service area zone is attached hereto as Exhibit 2 and made a part hereof.
    c. The reasons for forming the county service area zone are to protect lives and property by providing a local governmental structure and mechanism to provide emergency services to the residents/property owners within the county service area zone, including a source of funding, both of which provides assurance that emergency services proposed to be provided under the county service area zone will be reliable, equal, consistent, and accessible.
    d. The authorized services that the county service area zone will provide include fire suppression and emergency medical services, including any required facilities, directly or through service agreements with California and/or Nevada emergency service agencies. The county service area zone will provide a consistent and equal level of service to all properties that are "improved" by means of a residence authorized under a valid building permit issued by Sierra County; by means for any retail or commercial use that is approved under an approved and valid building and zoning permit issued by Sierra County; and by means of any utility or industrial use authorized under an approved zoning and building permit issued by Sierra County. The funding necessary to support the services authorized and implemented under the county service area zone will be an equal charge to all "improved" properties as defined above to augment property tax or mitigation fee contributions from the County of Sierra and/or the Sierra County Fire Protection District #1 implemented through any property tax exchange agreements. A report prepared by a California licensed engineer has analyzed and identified the funding streams and funding requirements that will be expected from the "improved" properties as defined above within the boundaries of the county service area zone and a protest hearing under Proposition 218 will be conducted for any charge proposed to be imposed on these "improved" parcels. Once the county service area zone is formed, the engineering assessment report is approved, and the assessment is successfully imposed under Proposition 218, the

Board of Supervisors will proceed with the process to repeal the existing special tax in place as imposed by Resolution 2006-063 and dissolve the County Service Area Zone established by Resolution 2004-102 and referred to as "County Service Area 4-Verdi Zone" which affects seven (7) parcels within the community of Verdi. If the proposed assessment to support the services fails and the property owners do not approve of the proposed funding method, the County Service Area Zone shall not be formed.

e. The methods by which authorized services, levels of service, or authorized facilities will be financed include a protest hearing involving all "improved" parcels as defined above, conducted consistent with Proposition 218; any existing and approved mitigation fees currently in place or approved in the future by the voters within the county service area zone; and property tax allocations according to any property tax exchange agreements between the County of Sierra and the Sierra County Fire Protection District #1 to support emergency services within the county service area zone. All "improved" properties as defined above within the county service area zone as of the date of formation, will be assessed equal charges for each "improved" parcel. The county service area zone will maintain a list of "improved" parcels as defined above, and any parcel "improved" as defined above subsequent to the date of formation of the county service area zone shall be enrolled and shall be charged thereafter an annual amount equal to the charges imposed on "improved" parcels that were in existence at the time for county service area zone formation.

f. The proposed county service area zone will be referred to as "County Service Area 4, Zone 4B-Verdi and Long Valley Emergency Services".

ADOPTED by the Board of Supervisors of the County of Sierra on this 16th day of June 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

BY:

_____
Jim Beard
Chair of the Board of Supervisors

ATTEST:

_____
Heather A. Foster
Clerk of the Board

APPROVED AS TO FORM:

_____
David Prentice
County Counsel

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☒Timed ☐Consent

DEPARTMENT: County Service Area 4
APPROVING PARTY: Tim H. Beals, Director of Transportation
PHONE NUMBER: 530-289-3201

AGENDA ITEM: CSA4: Resolution approving the engineering report and proposed fee to be imposed within the newly formed County Service Area 4, Zone 4B that will be subject to a Proposition 218 protest hearing conducted on August 4, 2020.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other

BACKGROUND INFORMATION: Resolution is still under preparation at time of agenda preparation and will be submitted, along with the engineering report, separate from initial submittal.

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $ N/A

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☐Yes ☒No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

COUNTY SERVICE AREA 4
COUNTY OF SIERRA

RESOLUTION APPROVING
COUNTY SERVICE AREA 4, ZONE 4B
ENGINEER'S REPORT
DATED JUNE 15, 2020

RESOLUTION NO. 2020-____ CSA

BE IT RESOLVED by the Board of Supervisors of the County of Sierra acting as the governing authority of County Service Area 4 and County Service Area 4, Zone 4B hereby approves the "Engineer's Report for County Service Area 4, Zone 4B-Verdi and Long Valley Fire Protection and Emergency Medical Response Services Assessment Dated June 15, 2020" as prepared by Bastian Engineering.

PASSED AND ADOPTED on June 16, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SIERRA COUNTY

_____
Jim Beard, Chair

ATTEST:

_____
Heather Foster, Clerk of the Board

APPROVED AS TO FORM:

_____
David Prentice, County Counsel

SIERRA COUNTY

County Service Area 4, Zone 4B-Verdi and Long Valley Emergency Services

ASSESSMENT ENGINEER'S REPORT

Prepared by:

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(530) 249-0468
bastianengineeringinc@gmail.com

June 16, 2020

Table of Contents

BACKGROUND 1

REVIEW OF PROPOSITION 218 7

SILICON VALLEY TAXPAYERS ASSOCIATION, INC. V SANTA CLARA COUNTY OPEN SPACE DISTRICT *(2008) 44 CAL.4TH 431* 7

DAHMS V. DOWNTOWN POMONA PROPERTY *(2009) 174 CAL.APP.4TH 708* 7

BONANDER V. TOWN OF TIBURON *(2009) 46 CAL.4TH 646* 8

BEUTZ V. COUNTY OF RIVERSIDE *(2010) 184 CAL.APP.4TH 1516* 8

GOLDEN HILL NEIGHBORHOOD ASSOCIATION V. CITY OF SAN DIEGO *(2011)199 CAL.APP.4TH 416* 8

CONCERNED CITIZENS FOR RESPONSIBLE GOVERNMENT V. WEST POINT FIRE PROTECTION DISTRICT *(2011)149 CAL. RPTR. 3D 640* 8

COMPLIANCE WITH CURRENT LAW 9

ASSESSMENT PROCESS 9

DESCRIPTION OF SERVICES 10

This proposed benefit assessment would provide funding for two major areas of service: 10

SERVICES 11

ASSESSMENT BUDGET 11

IMPLEMENTATION OF AN ASSESSMENT FOR FIRE SUPPRESSION SERVICES 12

INCREASED SAFETY AND SUPPRESSION OF REAL PROPERTY ASSETS FOR "IMPROVED" PROPERTY OWNERS WITHIN THE ASSESSMENT DISTRICT 13

GENERAL VERSUS SPECIAL BENEFIT 14

METHOD OF APPORTIONMENT 14

ASSESSMENT CALCULATION 15

APPEALS OF ASSESSMENTS LEVIED TO PROPERTY 15

CRITERIA AND POLICIES..... 15

DURATION OF ASSESSMENT 15

ASSESSMENT FUNDS MUST BE EXPENDED WITHIN THE CSA 4B AREA 16

ENGINEER'S STATEMENT..... 16

APPENDIX A 18

APPENDIX B 21

APPENDIX C 31

APPENDIX D 38

List of Tables:

Table 1 – Proposed assessment Rates
Table 2 – Sierra County Fire Suppression District #1 Estimated Budget
Table 3 – Summary Cost Estimate

List of Figures:

Figure 1 – Proposed County Service Area 4, Zone 4B-Verdi and Long Valley Emergency Services Vicinity Map
Figure 2 - Proposed County Service Area 4, Zone 4B-Verdi and Long Valley Emergency Services Area

Appendices:

Appendix A – Assessment Diagram
Appendix B – CSA 4B Proposed Benefit Assessment Rates for FY 2020-2021
Appendix C – Truckee Meadows Agreement to Provide Fire Suppression Services
Appendix D – Sierra County Board of Supervisor's Resolution 2020-001

BACKGROUND

On May 19, 2020, the Sierra County Board of Supervisors, acting as the Board of Directors for County Service Area 4, declared its intention to form a county service area zone within Sierra County Service Area 4; said new zone is hereinafter referred to in this report as "County Service Area 4B", or "CSA 4B" or simply "Assessment District", based on the following findings:

- The formation of a county service area zone is in the public interest to provide an adequate and reliable level of emergency services to the Sierra County communities of Verdi and Long Valley.

- The proposed boundaries of the county service area zone include all lands in Sierra County located east of the boundary line between the Humboldt-Toiyabe National Forest and Tahoe National Forest.

- The reasons for forming the county service area zone are to protect lives and property by providing a local governmental structure and offer a mechanism to provide emergency services to the residents/property owners within the county service area zone, including a source of funding. Both reasons provide assurance that emergency services proposed to be provided under the county service area zone will be reliable, equal, consistent, and accessible.

- The authorized services that the county service area zone will provide include fire suppression and emergency medical services, including any required facilities, directly or through service agreements with California and/or Nevada emergency service agencies. The county service area zone will provide a consistent and equal level of service to all properties that are "improved" by means of a residence authorized under a valid building permit issued by Sierra County; by means for any retail or commercial use that is approved under an approved and valid building and zoning permit issued by Sierra County; and by means of any utility or industrial use authorized under an approved zoning and building permit issued by Sierra County .

- The funding necessary to support the services authorized and implemented under the county service area zone will be an assessment to all "improved" properties as defined above to augment property tax or mitigation fee contributions from the County of Sierra and/or the Sierra County Fire Suppression District #1 implemented through any property tax exchange agreements. A report prepared by a California licensed engineer will analyze and identify the funding streams and funding requirements that will be expected from the "improved" properties, as defined above, within the boundaries of the county service area zone. A protest hearing under Proposition 218 will be conducted for any charge proposed to be imposed on these "improved" parcels. Once the county service area zone is formed and assessment successfully imposed under Proposition 218, the Board of Supervisors will proceed with the process to repeal the existing special tax in place as imposed by

Resolution 2006-063 and dissolve the County Service Area Zone established by Resolution 2004-102 and referred to as "County Service Area 4-Verdi Zone", which affects seven (7) parcels within the community of Verdi.

- The methods by which authorized services, levels of service, or authorized facilities will be financed include: a protest hearing involving all "improved" parcels as defined above conducted consistent with Proposition 218; any mitigation fees currently in place or approved in the future by the voters within the county service area zone; and property tax allocations according to any property tax exchange agreements between the County of Sierra and the Sierra County Fire Suppression District #1 to support emergency services within the county service area zone. All "improved" properties as defined above within the county service area zone as of the date of formation, will be assessed equal charges for each "improved" parcel. The county service area zone will maintain a list of "improved" parcels as defined above and any parcel "improved" as defined above subsequent to the date of formation of the county service area zone shall be enrolled and shall be charged thereafter an annual amount equal to the charges imposed on "improved" parcels that were in existence at the time of the county service area zone formation.

- The proposed county service area zone will be referred to as "County Service Area 4, Zone 4B-Verdi and Long Valley Emergency Services"

The proposed County Service Area 4, Zone 4B-Verdi and Long Valley Emergency Services area is shown on Figures 1 and 2 on the following pages.

As described in the Board of Supervisor's Resolution 2020-001, Sierra County communities of Verdi and Long Valley and properties surrounding these communities are uniquely located along the border between the State of California and the State of Nevada. These communities often share common social and economic interests and services with Washoe County, Nevada, and the greater Reno-Sparks Metropolitan area. The growth currently occurring and forecast for Washoe County and the City of Reno along the border of California will create impacts to public services within Sierra County and, as a result, providing emergency services to the residents of these two Sierra County communities has become an extremely high priority.

The Sierra County Board of Supervisors and the Board of Commissioners of Sierra County Fire Suppression District #1 conducted several community meetings in Verdi and in Long Valley soliciting public input over the need for professional emergency services and the requisite funding to support these services. The support from property owners was very strong to proceed with the formation of the county service area zone and funding mechanism.

Said Board recently conducted negotiations with emergency service agencies within Washoe County, Nevada, to provide professional emergency services to the Sierra County

communities of Verdi and Long Valley consistent with levels of service occurring within Washoe County, Nevada. These negotiations necessitate the formation of a county service area zone to create the mechanism to form and administer emergency service agreements and to provide the necessary funding for these agreements. It is the desire and intent of the

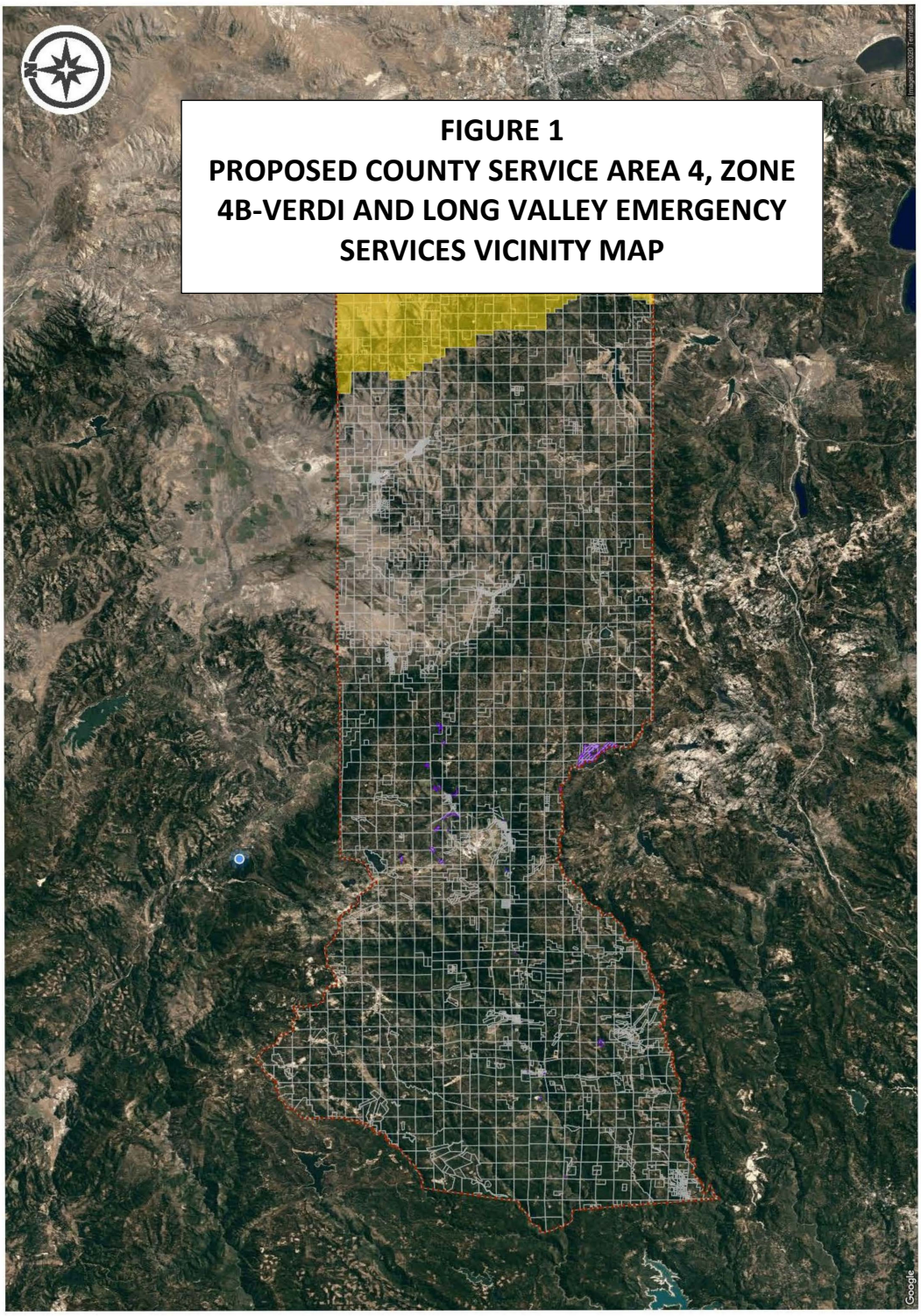
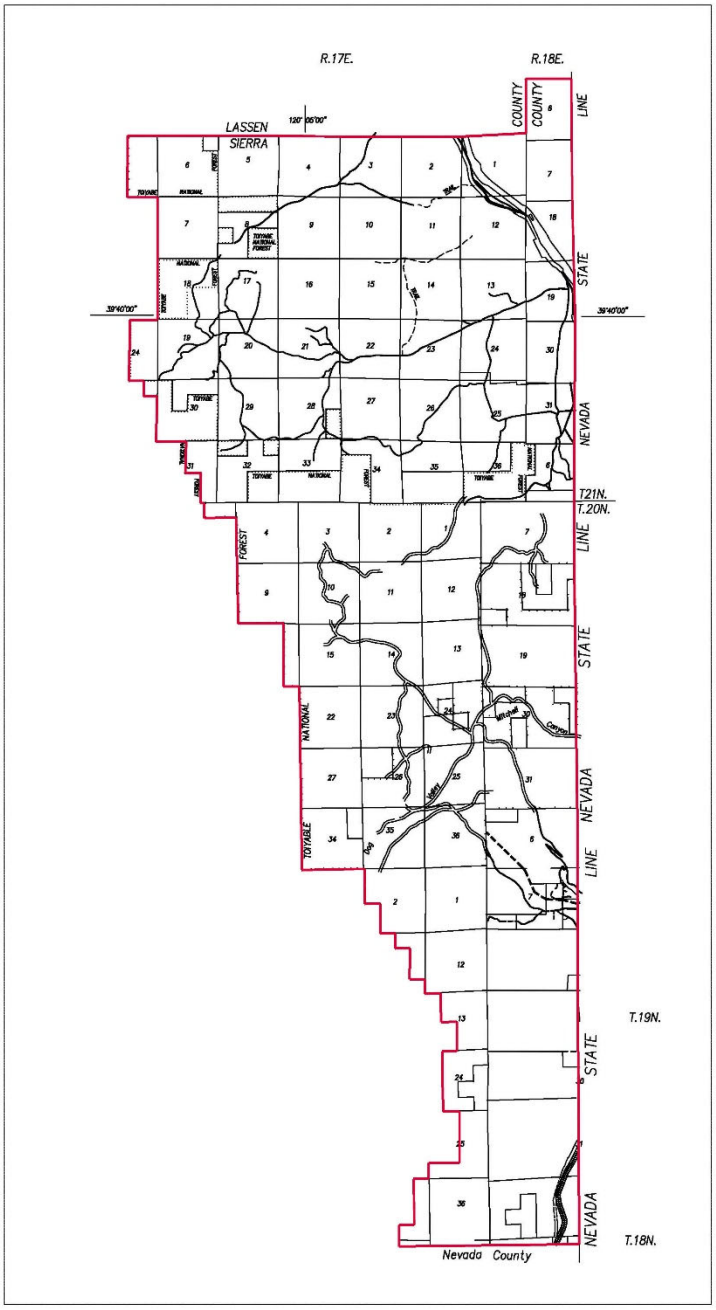


FIGURE 2
PROPOSED COUNTY SERVICE AREA 4, ZONE 4B-VERDI AND LONG VALLEY EMERGENCY SERVICES AREA

North



Sierra County Fire Suppression District #1 (SCFPD #1) services the unincorporated area of Sierra County known as County Service Area 4 ("CSA 4"). CAL FIRE and the USFS provides wildland fire Suppression in all the rural areas in Sierra County. The Board of Directors proposes to create CSA 4B which will include 353 parcels, covering about 87 square miles in the rural areas of Sierra County, including road rights-of-way and open spaces.

SCFPD #1 responds to many service calls per year, including structure, wildland, and vehicle fires, traffic collisions, entrapments and rescues, industrial accidents and hazardous materials incidents, and emergency medical calls. In addition, SCFPD #1 provides fire prevention, community education, emergency preparedness, and other services relating to the Suppression of lives and property.

SCFPD #1 is primarily funded by contributions from local property taxes and existing building permit mitigation fee. In 2019, the area encompassed by the proposed CSA 4B zone was annexed to the Fire District and approved by LAFCO. The approved property tax transfer agreement (the share of general County property taxes for these properties transferred to the District by the County as part of the tax agreement and approval by LAFCO) equals approximately $34,600 for this tax year.

SCFPD #1 seeks to provide fire Suppression and emergency response services to the proposed CSA 4B by contracting with the Truckee Meadows Fire Suppression District (TMPD) for the next three years. As outlined in said Agreement, the payment for the services noted below will be $48,000 per year for the term of the Agreement.

As noted in said Agreement (see Appendix C), TMFPD will provide structural fire suppression and emergency medical aid, excluding paramedic transport and ambulance services, on an as-needed and on-call basis to areas represented in the Agreement (within Verdi, Sierra County, California and Long Valley, Sierra County, California.) Said services will be limited by the availability of TMFPD resources, including personnel, apparatus, and equipment. TMFPD is not required to provide wildland fire Suppression services, paramedic transport/ambulance services, hazardous materials containment, defensible space inspections, fire code enforcement, consultation, incident investigation, or any other services not specifically stated within the Agreement. TMFPD's duty and ability to provide resources in response to any particular incident will be determined at the sole discretion of appropriate TMFPD personnel, and that TMFPD will not be required to provide services that impair the ability of TMFPD to respond to or provide services for incidents that occur within TMFPD boundaries.

This Engineer's Report supports a proposed assessment to fund these new service benefits.

The proposed rates for this assessment are shown in Table 1.

TABLE 1

PROPOSED ANNUAL ASSESSMENT RATES

Property Type	Proposed Annual Rate	Unit
Improved Parcel*	$156.52	each
Unimproved Parcel	$0	

** "Improved," per Sierra County Board of Supervisors' Resolution 2020-001, means a residence authorized under a valid building permit issued by Sierra County; any retail or commercial use that is approved under an approved and valid building and zoning permit issued by Sierra County; and any utility or industrial use authorized under an approved zoning and building permit issued by Sierra County.*

The purpose of this Engineer's Report (the "Report") is to:

- Define the services to-be-provided by Truckee Meadows Fire Suppression District, including structural fire suppression, safety and emergency response services that would be funded by the assessment (the "Services"),
- Compile a SCFPD #1 budget for the Services that would be funded by the assessment in 2020-21,
- Examine the special benefits received to the property within the County Service Area 4, Zone 4B-Verdi and Long Valley Emergency Services Assessment (the "Assessment District") from the proposed Services, and
- Determine the assessment to the parcels within the Assessment District.

The proposed assessment addressed in this Report has been made to comply with California Government Code Section 50078 (the "Code") and Article XIIID of the California Constitution (the Article").

The CSA #4B is created to include only properties that directly qualify for the structural fire suppression and emergency medical services provided by the assessment funds and are specifically benefited by such Services. Unimproved parcels or lots will continue to receive

wildland fire suppression through CAL FIRE and USFS, but said parcels will not benefit from the assessed Services. The Assessment Diagram included in this Report shows the boundaries of the Assessment District (see Figures 1 & 2, Pages 3 & 4). A legal description of the CSA 4B is included in Appendix A.

REVIEW OF PROPOSITION 218

Proposition 218, The Right to Vote on Taxes Act and Articles XIIIC and XIIID of the California Constitution, specifically allows benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses of a public improvement that provide a special benefit to the assessed property.

Proposition 218 requires specific procedures, including property-owner notification, voting, and a formal protest hearing, for the formation and continuation of assessments. These requirements are satisfied by the process this Report proposes to establish this assessment.

There have been several court cases with rulings that affect benefit assessment requirements. The following cases indicate salient rulings/decisions relating to Proposition 218 that were considered and utilized in this Report:

SILICON VALLEY TAXPAYERS ASSOCIATION, INC. V SANTA CLARA COUNTY OPEN SPACE DISTRICT *(2008) 44 CAL.4TH 431*

The most important components of this ruling, issued by the California Supreme Court on July 14, 2008, regarding special assessments are as follows:

- Benefit assessments are to be made only for unique and special benefits, not for general benefit.
- The special benefit to be funded by assessment must be separately and clearly defined.
- The Services to be provided by assessment are received by and directly benefit the assessed property within the Assessment District.

DAHMS V. DOWNTOWN POMONA PROPERTY *(2009) 174 CAL.APP.4TH 708*

The primary consideration in this case was whether the benefit assessment could be deemed 100% special benefit to the assessed properties, without any general benefit being incurred by the provided services.

The trial court ruling indicated that assessments must be limited to the reasonable cost of providing special benefits; any additional costs of providing additional general benefits cannot be included in the amounts assessed. The Appellate Court upheld in this case that

the assessment was 100% special benefit (i.e. 0% general benefit) holding that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

BONANDER V. TOWN OF TIBURON *(2009) 46 CAL.4TH 646*

In this case, the Court of Appeal reversed a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court overturned the assessment because each individual property had not been assessed proportionally to its special benefit.

BEUTZ V. COUNTY OF RIVERSIDE *(2010) 184 CAL.APP.4TH 1516*

This decision in this case overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified, and separated from the special benefits.

GOLDEN HILL NEIGHBORHOOD ASSOCIATION V. CITY OF SAN DIEGO *(2011)199 CAL.APP.4TH 416*

The decision, issued by the California Court of Appeal on September 22, 2011, overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. This decision was based primarily on two deficiencies in the assessment, as follows:

- The general benefits associated with services were not explicitly calculated, quantified, and separated from the special benefits.
- The City had failed to document the basis for the assessment on city-owned parcels.

CONCERNED CITIZENS FOR RESPONSIBLE GOVERNMENT V. WEST POINT FIRE PROTECTION DISTRICT *(2011)149 CAL. RPTR. 3D 640*

In July 2012, the Court of Appeal stated in its decision that fire services (as opposed to improvements) may, in whole or in part, be a general benefit and therefore unsuitable for funding with an assessment. The California Supreme Court granted a review of the Court of Appeal's decision after several local government organizations petitioned to have the decision de-published because of its apparent conflicts with the California Constitution. The grant of review caused the Court of Appeal's decision to be de-published. The Supreme Court eventually dismissed the appeal.

The Court of Appeal's decision remains unpublished and cannot be cited as binding precedent.

COMPLIANCE WITH CURRENT LAW

This Engineer's Report conforms to the requirements of Article XIIIC and XIIID of the California Constitution. It is consistent with the special benefit requirements set by the *Silicon Valley* decision: The Services to be funded are for the special benefit of the assessed properties located in CSA 4B only; the benefit Services are clearly defined in the TMFPD Agreement; the Services provide a direct advantage to assessed property in the Assessment District that would not be received without the assessment; and the Services are benefits that are separate and above the general benefits provided to the real property located in CSA 4B or to the public at large by other public entities that serve CSA 4B.

This Report is consistent with the *Dahms* ruling because the Services funded by this assessment will be 100% special benefit directly provided to the assessed property in the Assessment District. Calls for structural fire suppression or medical calls to those parcels containing qualified structures/uses (as defined in the Board of Supervisor's Resolution 2020-001 as "improved") are assured of a response to their respective properties through the services agreement and special benefit assessment.

This Report recognized that there is the possibility that the Services for medical assistance might be utilized in way that could be interpreted as general benefit. Since a large portion of these contracted Services is funded by the SCFPD #1 revenue received from the property tax transfer agreement, this Engineer's Report concludes that the tax revenue will more than cover any incidental public benefit that may be received. Therefore, the assessment funds will only pay for special benefits to the individual assessed properties.

This Report is also consistent with *Bonander* because the Assessment has been apportioned based on the proportional special benefit to each property. The same Services are provided to each improved parcels regardless of the improvement type, land use and other factors. As noted above, property tax revenue can easily account for any proportionality difference between the assessed parcels.

Furthermore, the Assessment is consistent with the *Beutz* and *Golden Hill* cases because the general benefits have been accounted for as part of the property tax revenue and excluded from the Assessment.

ASSESSMENT PROCESS

Following submittal of this Report, the Sierra County Board of Supervisors, acting as the County Service Area Board of Directors, will hold a public hearing to consider the formation of a County Service Area Zone within County Service Area 4 to provide for an adequate and reliable level of emergency services to the Sierra County communities of Verdi, California and Long Valley,

California. The Board may, by Resolution, call for an assessment ballot proceeding and public hearing on the proposed establishment of a Fire Suppression and Emergency Response Services Assessment.

If the Board approves such a Resolution, a Notice of Assessment and Assessment Ballot will be mailed to each property owner within the proposed Assessment District boundaries. The Notice will include a description of the Services to be funded by the proposed assessment, the total amount of the proposed assessment and the amount chargeable to the owner's parcel, the reasons for the proposed assessment and the basis upon which it was calculated, and an explanation of the process for submitting a ballot. Each notice will also include a postage prepaid return envelope and a ballot on which the property owner may mark his/her approval or disapproval of the proposed assessment as well as his/her signature.

After the ballots are mailed to property owners in the Assessment District, a minimum 45 day time period must be provided for the return of the assessment ballots. Following this balloting time period, a public hearing must be held for the purpose of allowing public testimony regarding the proposed assessments. Ballots will be received if previously mailed and received by the public agency before the public hearing, or if physically submitted at the public hearing. At the public hearing, the public will have the opportunity to speak on the issue. After receiving ballots and public comment, the public hearing will be closed. The Board will then recess in order that the ballots can be tabulated.

If it is determined that the assessment ballots submitted in opposition to the proposed assessment do not exceed the assessment ballots submitted in favor of the assessment, the Board may approve the imposition of assessment for fiscal year 2020-21 and each fiscal year thereafter. If the assessment is confirmed and approved, the Board will order the levy of the assessment to be submitted to the County of Sierra Auditor/Treasurer-Tax Collector for inclusion on the property tax roll commencing with Fiscal Year 2020-21. The levy and collection of the assessment would continue year-to-year until terminated by the Board.

The assessment granted by the ballot proceeding would be for a maximum assessment rate of $156.52 per improved parcel.

DESCRIPTION OF SERVICES

This proposed benefit assessment would provide funding for two major areas of service:

- Structural Fire Suppression
- Emergency Medical Response

Below is a detailed description of the services that are provided for the special benefit of

property in the Assessment District.

SERVICES

TMFPD will provide contract fire suppression and emergency medical aid, excluding paramedic transport and ambulance services per Services Agreement 2019-126 (attached) within Verdi, Sierra County, California and Long Valley, Sierra County, California. The services are limited by the availability of TMFPD resources, including personnel, apparatus, and equipment. TMFPD will not be required to provide wildland fire suppression services, paramedic transport/ambulance services, hazardous materials containment, defensible space inspections, fire code enforcement, consultation, incident investigation, or any other services not specifically stated within said Agreement. TMFPD's duty and ability to provide resources in response to any particular incident will be determined at the sole discretion of appropriate TMFPD personnel, and that TMFPD will not be required to provide services that impair the ability of TMFPD to respond to or provide services for incidents that occur within TMFPD boundaries.

SCFPD #1 will make an annual payment to TMFPD in the amount of $48,000 per fiscal year (July I through June 30) for services rendered during the term of said Agreement; $30,000 per fiscal year to be provided by tax revenue and $18,000 per fiscal year to be provided by assessment.

ASSESSMENT BUDGET

The *Table 2: Sierra County Fire Protection District #1 Budget* summarizes budget allocations for SCFPD #1 service operation, including: staffing and training, vehicle expense, capital repairs, insurance, utilities, professional services, supplies and materials, administration, capital outlay, and other in support of SCFPD #1's operations.

Included in this budget is the TMFPD service contract cost of $48,000. $30,000 of the $34,600 collected from the Sierra County Property Tax Transfer Agreement will be used to pay for the TMFPD service contract. The remaining $18,000 is to be paid by special assessment.

TABLE 2

SIERRA COUNTY FIRE PROTECTION DISTRICT #1 ESTIMATED BUDGET

	Sierra County Fire Protection District #1 Estimate of Costs Fiscal Year 2020-21	
	Est. Budget Item	Amount
	Service Operation	
1	Firefighter Staffing and Training	$90,400
2	Vehicle & Equipment	$35,000
3	Building Maintenance	$25,000
4	Insurance	$24,500
5	Utilities	$18,400
6	Professional Services	$16,500
7	Supplies and Materials	$9,000
8	Administration	$16,600
9	TMFPD Services Contract	$48,000
10	Total Service Need/Est Budget	**$283,400**
11	Est. SCFPD #1 Dedicated Revenue from Property Taxes	$220,000
12	Est. SCFPD #1 Revenue from Other	10,800
13	Est Revenue from Sierra County Property Tax Transfer Agreement	**$34,600**
14	Total Estimated Revenue	**$265,400**
15	Total Proposed Assessment Budget	**$18,000**
16	Improved Parcels in Assessment District	115
17	Proposed Assessment per Improved Parcel per year	**156.52$**

IMPLEMENTATION OF AN ASSESSMENT FOR FIRE SUPPRESSION SERVICES

California Government Code Section 50078 et. seq. allows agencies which provide fire suppression services, such as SCFPD #1 to levy assessments for fire suppression services. Section 50078 states the following:

"Any local agency which provides fire suppression services directly or by contract with the state or a local agency may, by ordinance or by resolution adopted after notice and hearing, determine and levy an assessment for fire suppression services pursuant to this article."

Therefore, the Services to be provided by the Assessment District fall within the scope of

services that may be funded by assessments under the Code.

DESCRIPTION OF SPECIAL BENEFIT FROM SERVICES

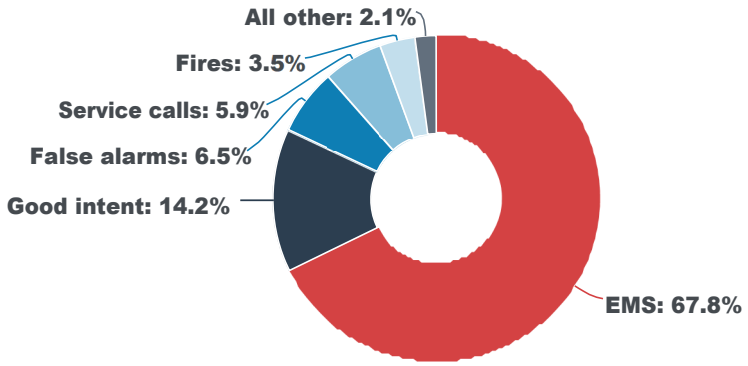
Special Benefit is defined by the California Constitution as a "particular and distinct benefit over and above general benefits." The following special benefits conferred upon all "improved" parcels resulting from the contracted fire suppression and emergency response services that will be provided in the Assessment District by TMFPD is summarized as follows:

INCREASED SAFETY AND SUPPRESSION OF REAL PROPERTY ASSETS FOR "IMPROVED" PROPERTY OWNERS WITHIN THE ASSESSMENT DISTRICT

The proposed Assessment will fund supplemental structural fire suppression and emergency response services to "improved" parcels, and thereby significantly reduce the risk of property damage, human injury, or death associated with fires within the Assessment District.

Due to the mutual risk of loss of life and property in the event of a fire, and because of the close proximity of Nevada and California properties in Verdi and Long Valley, enhanced structural fire suppression and EMS services are needed. The ability and willingness of TMFPD to protect lives and property more effectively in Nevada by providing fire suppression and other services in areas of Verdi and Long Valley, California is a mutual benefit to both communities.

California statistics for incidents in 2018 are noted below:



Source: U.S. Fire Administrator, https://www.usfa.fema.gov/data/statistics/states/california.html#state incidents

"Fire is the largest single cause of property loss in the United States. In the last decade, fires have caused direct losses of more than $120 billion and countless billions more in

related cost." [Insurance Services Offices Inc.]

The proposed increased fire suppression and emergency response services support this special benefit by providing SCFPD #1 with the needed resources to protect real property from uncontrolled structural fires and to protect lives through the TMFPD Services Agreement.

GENERAL VERSUS SPECIAL BENEFIT

Article XIII D of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits conferred on a parcel."

Because the Services directly serve and benefit all the "improved" property in the Assessment District, any general benefit conferred on the public at large would be small.

The public uses the public highways and Federal lands within the Assessment District and therefore, may benefit from the Services without contributing to the assessment. This general benefit has been evaluated and assigned to the portion of the SCFPD #1 budget that is derived from the property tax transfer agreement. (Approximately $34,600 of the SCFPD# 1 revenue has been added to the budget through the property tax transfer.)

In 2019, SCFPD #1 expenditures for basic services to Verdi, California were $6,003. Assuming the portion of the expense related to general benefit service calls is approximately the same each year for the near future, it is evident that a similar general benefit cost will be easily covered by property tax contribution and not the special benefit assessment.

METHOD OF APPORTIONMENT

The Assessment District area consists of all Assessor Parcels within the CSA 4B boundary. The process used for allocating the assessment is based upon the proportional special benefits from the Services to be provided to the properties in the assessment area over and above general benefits conferred on real property or to the public at large.

One of the greatest engineering challenges in modeling and calculating a special benefit on a specific parcel is the need to balance the effect of various attributes in a multi-attribute analysis. However, in this case, the special benefit method of apportionment is based upon only one attribute making

the process simple and straight forward. No "weighting" of attributes is required as each" improved" parcel benefits equally. The TMFPD Services provided is the same regardless of the improved parcel type, land use or location. Unimproved parcels are not assessed as there is no improvement to require the Services (except for general benefits, which have already been discussed.)

ASSESSMENT CALCULATION

The assessment rate for "improved" parcels is 1.00. The assessment rate for unimproved parcels is 0.00. There are 115 "improved" parcels; therefore, the uniform assessment, per parcel is $18,000/115 = $156.52 per "improved" parcel per year.

APPEALS OF ASSESSMENTS LEVIED TO PROPERTY

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment or for any other reason, may file a written appeal with The Sierra County Board of Supervisors or the Board of Commissioners of Sierra County Fire Protection District #1. Any such appeal is limited to correction of an assessment during the then current fiscal year. Upon the filing of any such appeal, the SCFPD #1 Board or designee, will promptly review the appeal and any information provided by the property owner. If the SCFPD #1 Board, or designee, finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the Board, or designee, is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the SCFPD #1 Board, or designee, shall be referred to the County of Sierra Board of Supervisors; the decision of the Board of Supervisors shall be final.

CRITERIA AND POLICIES

This sub-section describes the criteria that shall govern the expenditure of assessment funds and ensures equal levels of benefit for improved properties. The criteria established in this Report cannot be substantially modified; however, the Board may adopt additional criteria to further clarify certain criteria or policies established in this Report, or to establish additional criteria or policies that do not conflict with this Report.

DURATION OF ASSESSMENT

It is proposed that the Assessment be levied for fiscal year 2020-21 and continued every year thereafter, so long as the special benefits are provided. As noted previously, if the Assessment and the duration of the Assessment are approved by property owners in an assessment ballot proceeding, the Assessment can be imposed

and continued annually after the Board approves an annually updated budget and rate for the Assessment. Any increase in the Assessment requires voter approval.

ASSESSMENT FUNDS MUST BE EXPENDED WITHIN THE CSA 4B AREA

The assessment funds shall be expended exclusively for Services within the boundaries of the Assessment District, namely, the CSA 4B area.

ENGINEER'S STATEMENT

The undersigned Engineer of Work has prepared and filed this report presenting an estimate of costs, a diagram for the Assessment District, and an allocation of the estimated costs of the Services upon all assessable parcels within the Assessment District.

The undersigned hereby recommends the following assessment to cover the estimated cost of said Services, including incidental costs.

The amount to be paid for said Services and the expense incidental thereto, to be paid by the Assessment District for the fiscal year 2020-21 is generally as follows:

TABLE 3
SUMMARY COST ESTIMATE

FISCAL YEAR 2020-21 BUDGET	
Total for SCFPD #1 Servicing	$283,400
SCFPD #1 Revenue	$265,400
Total Allowance for Collections	$0
Total Fire Suppression and EMS Services Assessment per year	**$18,000**

An Assessment Diagram is included and made a part hereof showing the exterior boundaries of said Assessment District, including a metes and bounds description noted in Appendix A. The distinctive number of each parcel or lot of land in said Assessment District is its Assessor Parcel Number appearing on the Assessment Roll (see Appendix B.)

I do hereby assess and apportion said net amount of the cost and expenses of said Services, including the costs and expenses incident thereto, upon the parcels and lots of land within said Assessment District, in accordance with the special benefits to be received by each parcel or lot, from the Services, and more particularly set forth in the Cost Estimate and Method of

Assessment hereto attached and by reference made a part hereof.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of Sierra County for the fiscal year 2020-21 (see Appendix B.) For a more particular description of said property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of Sierra County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2020-21 for each parcel or lot of land within the said Assessment District (see Appendix B.)

Dated: June 16, 2020

APPENDIX A

ASSESSMENT DIAGRAM

The boundaries of the Assessment District are displayed on the Assessment Diagram, as shown on Figure 2. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions as shown on the maps of the Assessor of Sierra County, and are incorporated herein by reference, and made a part of this Diagram and this Report.

The Assessment boundary legal description is as follows:

County Service Area 4, Zone 4B

Beginning at the Southeast corner of Sierra County at the intersection with the California-Nevada State line; thence Westerly along the South boundary of said Sierra County line to the point of intersection of the centerline of Section 2, T. 18 N., R. 17 E., M.D.B. & M.; thence Northerly along the centerline of Section 2, T. 18 N., R. 17 E., M.D.B. & M. to the North 1/4 corner of said Section 2; thence along the South boundary of T. 19 N., R. 17 E., M.D.B. & M. to the South 1/4 corner of Section 35; thence Northerly along the centerline of said Section 35 to the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 35; thence Easterly to the Northeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 35; thence Northerly along the East boundary of the West 1/2 of the East 1/2 of said Section 35 to the Northwest corner of the East 1/2 of the Northeast 1/4 of said Section 35; thence Easterly to the Southeast corner of Section 26, T. 19 N.,R. 17 E., M.D.B. & M.; thence Northerly along the East boundary of said Section 26 to the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 26; thence Easterly along the North boundary of the South 1/2 of the Southwest 1/4 of Section 25, T. 19 N., R. 17 E., M.D.B. & M. to the Northeast corner of the South 1/2 of the Southwest 1/4 of said Section 25; thence Northerly along the centerline of said Section 25 to the North 1/4 corner of said Section 25; thence Westerly along the South boundary of Section 24, T. 19 N., R. 17 E., M.D.B. & M. to the Southwest corner of the East 1/2 of the West 1/2 of said Section 24; thence Northerly along the West boundary of the East 1/2 of the West 1/2 of said Section 24 to the South boundary of Section 13, T. 19 N., R. 17 E., M.D.B. & M.; thence Easterly along the South boundary of said Section 13 to the South 1/4 corner of said Section 13; thence Northerly along the centerline of said Section 13 to the center of said Section 13; thence Westerly along the centerline of said Section 13 to the Southwest corner of the East 1/2 of the Northwest 1/4 of said Section 13; thence Northerly along the West boundary of the East 1/2 of the Northwest 1/4 of said Section 13 to the South boundary of Section 12,

T. 19 N., R. 17 E., M.D.B. & M.; thence Westerly along the South boundary of said Section 12 to the East boundary of Section 11, T: 19 N., R. 17 E.,M.D.B. & M.; thence Northerly along the East boundary of said Section 11 to the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 11; thence Westerly along the North boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 11 to the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 11;

thence Northerly along the West boundaries of the Northeast 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of said Section 11 to the Northeast corner of the Southwest 1/4 of the Northeast l/4 of said Section 11; thence Westerly along the North boundary of the Southwest 1/4 of the Northeast 1/4 of said Section 11 to the centerline of said Section 11; thence Northerly along the centerline of said Section 11 to the South boundary of Section 2, T. 19 N., R: 17 E., M.D.B. & M.; thence Westerly along the South boundary of said Section 2 to the Southeast corner of the West 1/2 of the Southwest 1/4 of said Section 2; thence Northerly along the East boundary of the West 1/2 of the Southwest 1/4 of said Section 2 to the Northeast corner of the West 1/2 of the Southwest 1/4 of said Section 2; thence Westerly along the North boundary of the West 1/2 of the Southwest 1/4 of said Section 2 to the West boundary of said Section 2; thence Northerly along the West boundary of said Section 2 to the Northwest corner of said Section 2, T. 19 N., R. 17 E., M.D.B. & M.; thence Westerly along the South Boundary of T. 20 N., R. 17 E., M.D.B. & M. to the East boundary of Section 33, T. 20 N., R. 17 E., M.D.B. & M.; thence Northerly along the East boundaries of Sections 33, 28, and 21, T. 20 N., R. 17 E.,M.D.B. & M. to the Northeast corner of said Section 21; thence Westerly along the North boundary of said Section 21 to the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 16, T. 20 N., R. 17 E., M.D.B. & M .; thence Northerly along the West boundary of the East 1/2 of the East 1/2 of said Section 16 to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 16; thence Westerly along the North boundary of said Section 16 to the Northwest corner of said Section 16; thence Northerly along the East boundaries of Sections 8 and 5, T. 20 N., R. 17 E., M.D.B. & M. to the Southeast corner of the North 1/2 of the Northeast 1/4 of said Section 5; thence Westerly along the South boundary of the North 1/2 of the Northeast 1/4 to the centerline of said Section 5; thence Northerly along the centerline of said Section 5 to the North l/4 corner of said Section 5; thence Westerly along the South boundary of T. 21 N., R. 17 E., M.D.B. & M. to the Southwest corner of the East 1/2 of the Southeast 1/4 of Section 31, T. 21 N., R. 17 E., M,D.B. & M.; thence Northerly along the West boundary of the East 1/2 of the Southeast 1/4 of said Section 31 to the Northwest corner of the East 1/2 of the Southeast 1/4 of said Section 31; thence Westerly along the North boundary of the Southeast 1/4 of said Section 31 to the center of said Section 31; thence Northerly along the centerline of said Section 31 to the North 1/4 corner of said Section 31; thence Westerly along the North boundary of said Section 31 to the Southeast corner of Section 25, T. 21 N., R. 16 E.,M.D.B. & M.; thence Northerly along the East boundary of said Section 25 to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 25; thence Westerly along the South boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 25 to the Southwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 25; thence Northerly along the West boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 25 to the South boundary of Section 24, T. 21 N., R. 16 E., M.D.B. & M.; thence Westerly along the South boundary of Section 24, T. 21 N.,R. 16 E., M.D.B. & M. to the South 1/4 corner of said Section 24; thence Northerly along the centerline of said Section 24 to the North 1/4 corner of said Section 24; thence Easterly along the North boundary of said Section 24 to the Northeast corner of said Section 24; thence Northerly along the East boundaries of Sections 13 and 12, T. 21 N., R. 16 E., M.D.B. & M. to the Southeast corner of Section 1, T. 21 N., R. 16 E., M.D.B. & M.; thence Westerly along the South line of said Section 1 to

the South 1/4 corner of said Section 1; thence Northerly along the centerline of said Section 1 at a point on the North Boundary of Sierra County, thence easterly along said North boundary of Sierra County to the Northeast corner of Sierra County also being on the California-Nevada State line; thence Southerly along the East boundary of Sierra County to the Southeast corner of Sierra County, also being the California-Nevada State line, to the Point of Beginning.

APPENDIX B

ASSESSMENT ROLL, FISCAL YEAR 2020-21

The Assessment Roll is made part of this report and is available for public inspection during normal office hours. Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference, made part of this Report. These records shall govern for all details concerning the description of the lots of parcels.

CSA 4B Proposed Benefit
Assessment Rates for FY 2020-2021

PARCEL	OWNER	ANNUAL ASSESSMENT
016-080-013-000	U S F S	$0
016-080-014-000	U S A	$0
016-100-011-000	U S F S	$0
016-120-008-000	WALIMA HOLDINGS CORP	$0
021-010-001-000	U S F S	$0
021-010-002-000	BARUDONI LORI K & MARK L JT	$0
021-010-003-000	SANTA CLARA CITY OF	$0
021-010-004-000	CALIFORNIA FISH & GAME	$0
021-010-005-000	STATE OF CALIFORNIA, WILDLIFE CONSERVATION BOARD	$0
021-010-006-000	SANTA CLARA CITY OF	$0
021-010-007-000	U S F S	$0
021-010-008-000	U S F S	$0
021-010-010-000	U S F S	$0
021-010-011-000	U S F S	$0
021-010-012-000	SANTA CLARA CITY OF	$0
021-010-013-000	SANTA CLARA CITY OF	$0
021-010-014-000	U S F S	$0
021-020-001-000	SANTA CLARA CITY OF	$0
021-020-002-000	CALIFORNIA FISH & GAME	$0
021-020-004-000	UNION PACIFIC RAILROAD CO	$0
021-020-008-000	CALIFORNIA FISH & GAME	$0
021-020-016-000	CALIFORNIA FISH & GAME	$0
021-020-022-000	CALIFORNIA FISH & GAME	$0
021-020-023-000	CALIFORNIA FISH & GAME	$0
021-020-025-000	CALIFORNIA FISH & GAME	$0
021-020-026-000	CALIFORNIA FISH & GAME	$0
021-020-027-000	CALIFORNIA FISH & GAME	$156.52
021-020-028-000	CALIFORNIA FISH & GAME	$0
021-020-029-000	CALIFORNIA FISH & GAME	$0
021-030-001-000	U S F S	$0
021-030-002-000	WALIMA HOLDINGS CORP	$0
021-030-003-000	WALIMA HOLDINGS CORP	$0
021-030-004-000	CALIFORNIA FISH & GAME	$0
021-030-005-000	WALIMA HOLDINGS CORP	$0
021-030-006-000	WALIMA HOLDINGS CORP	$0
021-030-007-000	WALIMA HOLDINGS CORP	$0
021-040-001-000	WALIMA HOLDINGS CORP	$0
021-040-009-000	CALIFORNIA FISH & GAME	$0
021-040-010-000	CALIFORNIA FISH & GAME	$0
021-040-011-000	U S F S	$0
021-040-016-000	WALIMA HOLDINGS CORP	$156.52

PARCEL	OWNER	ANNUAL ASSESSMENT
021-040-017-000	RAMELLI DONALD E & NORMA CO TRUSTEE	$0
021-040-019-000	RAMELLI RANCH & WALIMA HOLDINGS CORP	$0
021-040-020-000	CALIFORNIA FISH & GAME	$0
021-040-021-000	RAMELLI RANCH & WALIMA HOLDINGS CORP	$0
021-040-022-000	CALIFORNIA FISH & GAME	$156.52
021-040-023-000	CALIFORNIA FISH & GAME	$0
021-040-024-000	CALIFORNIA FISH & GAME	$0
021-040-025-000	CALIFORNIA FISH & GAME	$0
021-040-026-000	CALIFORNIA FISH & GAME	$0
021-050-001-000	WALIMA HOLDINGS CORP	$0
021-050-002-000	U S F S	$0
021-050-003-000	WALIMA HOLDINGS CORP	$0
021-050-004-000	RAMELLI NORMA CO TRUSTEE	$156.52
021-050-005-000	U S F S	$0
021-050-007-000	U S F S	$0
021-050-008-000	U S F S	$0
021-050-009-000	WALIMA HOLDINGS CORP	$0
021-050-010-000	U S F S	$0
021-050-011-000	WALIMA HOLDINGS CORP	$0
021-050-012-000	U S A	$0
021-050-014-000	WALIMA HOLDINGS CORP	$0
021-060-001-000	WALIMA HOLDINGS CORP	$0
021-060-008-000	WALIMA HOLDINGS CORPORATION	$0
021-060-009-000	U S F S	$0
021-060-010-000	WALIMA HOLDINGS CORP	$0
021-060-011-000	U S A	$0
021-060-013-000	U S A	$0
021-060-015-000	U S A	$0
021-070-001-000	CALIFORNIA FISH & GAME	$0
021-070-002-000	CALIFORNIA FISH & GAME	$0
021-070-003-000	CALIFORNIA FISH & GAME	$0
021-080-001-000	CALIFORNIA FISH & GAME	$0
021-080-003-000	UNION PACIFIC RAILROAD CO	$0
021-080-006-000	CALIFORNIA, STATE OF	$0
021-080-011-000	RAMELLI RANCH & WALIMA HOLDINGS CORP	$0
021-080-012-000	CALIFORNIA FISH & GAME	$0
021-080-014-000	CALIFORNIA FISH & GAME	$0
021-080-016-000	CALIFORNIA FISH & GAME	$0
021-080-017-000	GARDNER JOE E & NATALIE TRUSTEE	$0
021-080-018-000	CALIFORNIA FISH & GAME	$0
021-090-002-000	U S A	$0
021-090-006-000	CALIFORNIA FISH & GAME	$0
021-100-001-000	U S A	$0
021-100-003-000	U S A	$0
021-100-004-000	WALIMA HOLDINGS CORP	$0

PARCEL	OWNER	ANNUAL ASSESSMENT
021-100-008-000	U S A	$0
021-100-009-000	EMERSHY CYNTHIA & TERRANCE LYNN JT	$0
021-100-010-000	STONE HOUSE RANCH PROP LLC	$156.52
021-100-011-000	LOVERIN JAMES R & JANET I TRUSTEE	$156.52
021-100-012-000	LISSNER ROBERT J TRUSTEE	$0
021-100-014-000	SALLABERRY ANDRE M & RHONDA L JT	$156.52
021-100-015-000	ATB BUSINESS GROUP LLC	$156.52
021-100-018-000	ZEBRACK JANET J & JERRY N TRUSTEE	$156.52
021-100-019-000	SANDS, KENNETH	$0
021-100-020-000	HEATON JILL S & BAROLI WENDY S JT	$156.52
021-100-021-000	BUCK STEPHEN ERNEST & WILLIAM E CO TRUSTEE	$0
021-100-022-000	SIERRA COUNTY	$0
022-010-003-000	U S F S	$0
022-010-004-000	U S A	$0
022-010-007-000	U S F S	$0
022-010-008-000	U S A	$0
022-010-010-000	U S A	$0
022-020-001-000	U S A	$0
022-020-002-000	U S F S	$0
022-020-003-000	U S A	$0
022-020-004-000	U S A	$0
022-020-005-000	U S A	$0
022-020-006-000	U S A	$0
022-020-007-000	U S F S	$0
022-020-008-000	U S A	$0
022-030-004-000	U S A	$0
022-040-001-000	U S A	$0
022-040-002-000	U S A	$0
022-040-003-000	U S F S	$0
022-040-004-000	U S A	$0
022-040-005-000	U S A	$0
022-040-006-000	U S F S	$0
022-040-007-000	U S A	$0
022-040-008-000	U S F S	$0
022-040-009-000	HARVEY, DAVID A	$0
022-040-010-000	U S A	$0
022-040-011-000	U S F S	$0
022-060-001-000	U S F S	$0
022-060-002-000	U S A	$0
022-060-003-000	U S F S	$0
022-060-004-000	U S A	$0
022-060-005-000	U S F S	$0
022-060-006-000	U S F S	$0
022-060-007-000	U S A	$0

PARCEL	OWNER	ANNUAL ASSESSMENT
022-060-008-000	U S A	$0
022-060-009-000	U S A	$0
022-070-004-000	U S A	$0
022-070-005-000	U S A	$0
022-080-001-000	MORTENSEN ROSS S TRUSTEE	$0
022-080-002-000	FLYINSTEAD LLC	$0
022-080-003-000	U S A	$0
022-080-004-000	U S A	$0
022-080-006-000	MINARD STEPHEN	$0
022-080-007-000	KING, ROBERT R	$0
022-080-008-000	MINARD, STEPHEN C SS	$0
022-080-009-000	MINARD, STEPHEN C	$0
022-090-001-000	U S A	$0
022-090-002-000	U S A	$0
022-090-003-000	U S A	$0
022-090-004-000	NEVADA AREA COUNCIL BSA	$0
022-090-005-000	U S A	$0
023-010-001-000	TEMPLIN LESLIE H TRUSTEE	$0
023-010-002-000	U S A	$0
023-010-003-000	U S A	$0
023-010-004-000	U S A	$0
023-010-005-000	PAYEN PAMELA & EBIE CHRISTOPHER ALLEN SS	$0
023-010-006-000	TRUST FOR PUBLIC LAND	$0
023-010-007-000	U S A	$0
023-010-008-000	TEMPLIN LESLIE H TRUSTEE	$0
023-010-010-000	U S A	$0
023-010-011-000	U S A	$0
023-010-012-000	TROUB TASHA M SS TC & FORTIS LINDA S	$156.52
023-020-002-000	U S F S	$0
023-020-004-000	U S F S	$0
023-020-005-000	U S A	$0
023-020-008-000	U S F S	$0
023-020-009-000	U S F S	$0
023-020-010-000	U S A	$0
023-020-011-000	U S F S	$0
023-020-013-000	U S A	$0
023-020-015-000	U S A	$0
023-040-007-000	RAGAN, MARK J	$156.52
023-040-009-000	U S A	$0
023-040-011-000	U S F S	$0
023-060-008-000	CALIFORNIA FISH & GAME	$0
023-060-010-000	U S F S	$0
023-060-011-000	CALIFORNIA FISH & GAME	$0
023-060-013-000	U S A	$0

PARCEL	OWNER	ANNUAL ASSESSMENT
023-060-015-000	U S F S	$0
023-070-001-000	U S A	$0
023-070-002-000	CROWELL, DAVID V	$0
023-070-004-000	U S F S	$0
023-070-007-000	PACIFIC BELL	$156.52
023-070-011-000	MILLER, FRED HAMILTON SS	$156.52
023-070-012-000	WEBSTER MICHAEL A & SHERNAAZ M TRUSTEE	$0
023-070-021-000	MILLER, WILLIAM THOMAS	$0
023-070-024-000	SIERRA PACIFIC POWER CO	$156.52
023-070-047-000	BERNARD, BRUCE	$156.52
023-070-048-000	MATHERS ALAN B & PEGGYANN JT	$156.52
023-070-050-000	CASSIDY, DAVID W	$156.52
023-070-051-000	SCHENCK JOSEPH F & MICHELLE M TRUSTEE	$156.52
023-070-052-000	WILLIAMSON REX A & THERESA J JT	$156.52
023-070-056-000	HINCKLEY KATHRYN E TRUSTEE	$156.52
023-070-057-000	ZITTLE, CHERYL LYNN	$156.52
023-070-058-000	WARREN RANDY	$156.52
023-070-061-000	SCHOTT, BARBARA A SS	$156.52
023-070-062-000	CARRICO GALEN DAVID & RENEE ALICIA JT	$156.52
023-070-063-000	MC CART CHRISTOPHER & MILLER TESSA DEE JT	$156.52
023-070-064-000	CARSON CONSTANCE R TRUSTEE	$156.52
023-070-065-000	JOHNSON BRUCE PAUL & MARCIA ANN TRUSTEEE	$156.52
023-070-068-000	KRAUSE, FRANK VONN	$0
023-070-069-000	WILSON KENNETH G & LORRAINE J CP	$156.52
023-070-070-000	MILLER, WILLIAM THOMAS	$156.52
023-070-071-000	MONGELLUZZO JILLIAN & MAHER JOSHUA JT	$156.52
023-070-072-000	KRONE ROBERT C & BLUMENFELD JOAN CP	$156.52
023-070-073-000	HAGLUND BRADLEY P & VICKI J TRUSTEE	$156.52
023-070-074-000	RYAN WARD T TRUSTEE	$0
023-070-075-000	VAN METER WILLIAM A & VICTORIA M JT	$0
023-070-076-000	SIERRA COUNTY	$0
023-080-001-000	U S A BUREAU OF RECLAMATION	$0
023-080-003-000	FERRONI KAREN TRUSTEE	$156.52
023-080-005-000	FERRONI KAREN TRUSTEE	$0
023-080-006-000	JACK RANDY	$0
023-080-008-000	GOLDBEAVER LLC	$0
023-080-011-000	PIONEER INN ASSOC LTD PARTNER	$0
023-080-013-000	SAY HEY LLC	$0
023-080-019-000	BLUTH, CHARLES P	$0
023-080-021-000	DOBBAS, JAMES B SS	$0
023-080-022-000	DOBBAS JAMES B & DOBBAS JAMES B SS	$0
023-080-023-000	BLUTH CHARLES P TRUSTEE	$0
023-080-024-000	MESKIMEN LES COWLES & JILL ARLENE TRUSTEE	$156.52
023-080-025-000	FERRONI KAREN TRUSTEE	$0
023-080-026-000	FERRONI KAREN TRUSTEE	$156.52

PARCEL	OWNER	ANNUAL ASSESSMENT
023-080-027-000	THINGELSTAD ROBBIE J & DIANNA E JT	$156.52
023-080-028-000	ROBERTSON, G DAVID SS	$0
023-080-029-000	ROBERTSON, G DAVID SS	$0
023-080-030-000	ROWLEY WILLIAM & PATRICIA TC	$0
023-080-999-000	VERDI LAKE, LLC	$0
023-090-002-000	OATS BERNICE & JOHN ROBERT TRUSTEE	$0
023-090-004-000	CANNELL JENNIFER L & PYLE MICHAEL L JT	$156.52
023-090-005-000	TADMAN DARON K TRUSTEE	$156.52
023-090-010-000	WILCOX SCOTT W & KATHLEEN M JT	$156.52
023-090-011-000	GAYDOS, BEVERLY J	$156.52
023-090-016-000	GRUBE, TIMOTHY O	$156.52
023-090-018-000	O'NEAL MICHAEL L TRUSTEE	$156.52
023-090-020-000	HIGGINBOTHAM DARRYEL F & STELLA L JT	$156.52
023-090-021-000	HIGGINBOTHAM DARRYEL F & STELLA L JT	$156.52
023-090-022-000	O'GRADY, ROBIN E	$156.52
023-090-024-000	MONTZ DANIEL & ANGELA S JT	$0
023-090-027-000	HARRIS RANDALL T & CINDY L JT	$156.52
023-090-028-000	LOVELESS BEN & MARILYN TRUSTEE	$156.52
023-090-029-000	LOVELESS BEN CO TRUSTEE	$156.52
023-090-030-000	WILCOX SCOTT W & KATHLEEN M JT	$0
023-090-031-000	HARRIS GEORGENE M & THOMAS A CO TRUSTEE	$0
023-090-032-000	HARRIS GEORGENE & THOMAS CO TRUSTEE	$0
023-100-001-000	CHRISTENSEN JOHN E & TERRY D JT	$0
023-100-004-000	WARF RICHARD & JAIME JT	$156.52
023-100-005-000	MCKENZIE JEREMY	$0
023-100-006-000	PROSPECTOR GAMING ENTERPRISES, INC	$156.52
023-100-007-000	HIGGINBOTHAM DARRYEL F & STELLA L JT	$156.52
023-100-009-000	VAN DORP PIETER & CLARE D JT	$156.52
023-100-010-000	CUMASHOT, AARON F	$156.52
023-100-011-000	RAVEY JANET L & JOSEPH A JT	$156.52
023-100-012-000	STREMMEL STEVE & HENRIETTA J JT	$156.52
023-100-013-000	LAST CHANCE INC	$0
023-110-001-000	JACK RANDY	$156.52
023-110-002-000	FERRONI KAREN TRUSTEE	$0
023-110-003-000	U S A	$0
023-110-004-000	U S A BUREAU OF RECLAMATION	$0
023-110-005-000	U S A	$0
023-110-006-000	U S A	$0
023-110-008-000	TRUCKEE MEADOWS WATER AUTH	$0
023-110-009-000	CALIFORNIA FISH & GAME	$0
023-110-010-000	RAGAN LUKE & MARK JT	$156.52
023-110-011-000	DOBBAS JAMES B TRUSTEE	$0
023-110-012-000	RAGAN LUKE & MARK JT	$0
023-110-013-000	U S A	$0
023-110-014-000	U S A	$0

PARCEL	OWNER	ANNUAL ASSESSMENT
023-120-001-000	CALIFORNIA FISH & GAME	$0
023-120-002-000	SOUTHERN PACIFIC TRANS CO	$0
023-120-003-000	TRUCKEE MEADOWS WATER AUTH	$0
023-120-004-000	U S F S	$0
023-120-005-000	TRUCKEE MEADOWS WATER AUTH	$156.52
023-120-006-000	TRUCKEE MEADOWS WATER AUTH	$0
023-120-007-000	CALIFORNIA FISH & GAME	$0
023-120-008-000	CALIFORNIA FISH & GAME	$0
023-120-009-000	U S A	$0
023-120-010-000	U S A	$0
023-120-011-000	TRUCKEE MEADOWS WATER AUTH	$0
023-120-012-000	CALIFORNIA, STATE OF	$0
023-120-013-000	CALIFORNIA, STATE OF	$0
023-120-014-000	CALIFORNIA, STATE OF	$0
023-120-015-000	CALIFORNIA FISH & GAME	$0
023-130-004-000	YELL ROGER L TRUSTEE	$156.52
023-130-005-000	HEIMANN PETER & ROSEMARIE JT	$156.52
023-130-008-000	SPANIOL, DENNIS J	$156.52
023-130-011-000	BRYAN CHERIE WESTPHAL & RODNEY E TRUSTEE	$156.52
023-130-012-000	BALDWIN SUSAN C TRUSTEE	$156.52
023-130-015-000	BAYARD-DE-VOLO PIERRE & LOUISE JT	$156.52
023-130-016-000	OZBURN JOYCE LYNN TRUSTEE	$156.52
023-130-020-000	BALDONI DAN J & WENDY TRUSTEE	$0
023-130-023-000	ANDERSON VERNON L & JUDY M CP	$156.52
023-130-024-000	CLARK DENNIS MICHAEL & KATHY M JT	$156.52
023-130-025-000	HUNTER CANDACE LYNN & ROBERT DALTON TRUSTEE	$156.52
023-130-026-000	KOKENGE SUSAN A & THOMAS L TRUSTEE	$0
023-130-027-000	ROGALSKI RICHARD J TRUSTEE	$0
023-130-028-000	BROOKS JULIE C & WILLIAM RICHARD JT	$156.52
023-130-029-000	HORGAS RAYMOND & SWANSON MARIANNE CO TRUSTEE	$156.52
023-130-032-000	RUSSELL BETTY & GARY CP	$156.52
023-130-033-000	PADDEN PATRICIA A & SINGLE JOHN D CP	$156.52
023-130-034-000	PERRY JAMES A & SUZANNE TRUSTEE	$156.52
023-130-035-000	NELSON CHERYL SMITH TRUSTEE	$156.52
023-130-036-000	WEAVER MARY JO & TERRY L TRUSTEE	$156.52
023-130-037-000	LONG ROBERT D & SHERRIE TRUSTEE	$156.52
023-130-038-000	BUSHA WILLIAM & MARIANN JT	$156.52
023-130-039-000	ENGLUND GREGORY J & DIANE W TRUSTEE	$156.52
023-130-040-000	OTTAVIANO LANNING DEBBIE LYNN TRUSTEE	$156.52
023-130-041-000	BENCHETLER ALISON B & PETER JT	$156.52
023-140-001-000	DAMRON CHESTER L & SHARON A TRUSTEE	$156.52
023-140-002-000	BARRINGER ROBERT D TRUSTEE	$156.52
023-140-003-000	ROWLEY WILLIAM D & PATRICIA L JT	$156.52

PARCEL	OWNER	ANNUAL ASSESSMENT
023-140-004-000	ROBINS JAMES T & ROBINS SANDRA R TRUSTEE	$156.52
023-140-005-000	DUFFIELD JEANINE & ROBERT TRUSTEE	$156.52
023-140-006-000	MATHER, EDWARD SS	$0
023-140-007-000	AUBUCHON TONYA D TRUSTEE	$156.52
023-140-008-000	STANDER MICHAEL D & CHERYL L JT	$156.52
023-140-009-000	MCCANDLISH JOHN & CINDY A JT	$156.52
023-140-010-000	BERRYHILL MARIAN E & CAPLOVITZ GIDEON P CP	$156.52
023-140-011-000	GARRAHAN EVAN & AMY KEENAN JT	$156.52
023-140-012-000	ANDERSON HARLEY & JEANNE A JT	$156.52
023-140-013-000	BECK WILLIAM D TRUSTEE	$156.52
023-140-014-000	TRUST, GUNTHER FAMILY REV	$156.52
023-140-015-000	BERRYHILL MARIAN E & CAPLOVITZ GIDEON P CP	$0
023-140-016-000	SIERRA COUNTY	$0
023-150-004-000	ADAMS ANTHONY J & ELNA TRUSTEE	$0
023-150-005-000	ADAMS ANTHONY J & ELNA TRUSTEE	$156.52
023-150-007-000	SIERRA PACIFIC POWER CO	$156.52
023-150-012-000	FYFFE, PAMELA S	$156.52
023-150-013-000	SAMON, SCOTT WHITNEY	$156.52
023-150-014-000	GERBO MICHAEL J & TRISHA C TRUSTEE	$156.52
023-150-017-000	WISE REGINA & CLAYTON JT	$156.52
023-150-018-000	PILCHER MICHAEL & KELLI JT	$156.52
023-150-019-000	SPARKS DAVID & DUNN-SPARKS LAURA JT	$156.52
023-150-020-000	VIERRA DAVID R	$156.52
023-150-021-000	JENSEN LORI LOU & RICHARD PRESTON TRUSTEE	$0
023-150-022-000	JENSEN LORI LOU & RICHARD PRESTON TRUSTEE	$156.52
023-150-025-000	SUMPTER BEATRICE & WILLIAM TRUSTEE	$156.52
023-150-026-000	YANCEY HAZEL JUNE & JIMMY	$156.52
023-150-027-000	QUAINTANCE BONNIE & GARY TRUSTEE	$0
023-150-028-000	RIDDLE MARK S & GRETCHEN H TRUSTEE	$156.52
023-150-029-000	BECK PENNY L SUCC TRUSTEE	$156.52
023-150-030-000	MEAD KATHIE & PATRICK TRUSTEE	$0
023-150-032-000	EISELE JUDITH ANN GRAFTON TRUSTEE	$156.52
023-150-033-000	PIERCY EARL E & NANCY C JT	$156.52
023-150-034-000	SUNRISE GROVE PROPERTIES, LLC	$0
023-150-036-000	APPEL NICOLE	$156.52
023-150-037-000	GLENN TARA OWNERS ASSOC	$0
023-150-039-000	SIERRA COUNTY	$0
023-150-040-000	ANDREWS CYNTHIA G & MARK D III TRUSTEE	$156.52
023-150-041-000	MCCANN ANN MARIE & JAMIE A JT	$156.52
023-150-042-000	DORWART MICHAEL & SUSAN JT	$156.52
023-150-043-000	EVANS ALLEN M & TUTAK SANDRA L CP	$0
023-150-044-000	SUNRISE GROVE PROPERTIES, LLC	$0
023-150-045-000	SUNRISE GROVE PROPERTIES, LLC	$0
023-150-999-000	R E LOANS LLC	$0
910-001-121-000	LE DREW DANE	$156.52

APPENDIX C

Agreement 2019-126
October 15, 2019

AGREEMENT TO PROVIDE
FIRE PROTECTION SERVICES

THIS AGREEMENT TO PROVIDE FIRE PROTECTION is made and entered into pursuant to NRS 277.180 by and between Truckee Meadows Fire Protection District Board of Fire Commissioners, hereinafter referred to as "TMFPD"; the County of Sierra, Board of Supervisors, hereinafter "COUNTY"; and Sierra County Fire Protection District No. 1, a public agency organized pursuant to the California Fire Protection District Act of 1987, Section 13800 and following of the California State Health and Safety Code located in Sierra County, California, hereinafter "SCFPD", all of whom do hereby agree as follows:

WHEREAS, TMFPD is a fire protection district organized pursuant to NRS 474.460 to provide fire protection services in defined unincorporated areas of Washoe County, which includes the communities of Verdi and Cold Springs-Bordertown in the State of Nevada; and,

WHEREAS the community of Verdi is a border community located in the States of Nevada and California with the majority of the residential population and business district occurring within Nevada and a smaller residential population living in California and the community of Long Valley is an area of agricultural properties in California containing a small number of residences located west of the Nevada communities of Bordertown-Cold Springs; and,

WHEREAS, SCFPD boundaries include the community of Verdi, California, and the agricultural residences located in Long Valley, California, consisting of approximately 112 residential structures and associated outbuildings and 2 commercial properties to which SCFPD is currently unable to provide effective fire service and emergency medical response; and,

WHEREAS, COUNTY participation in this Agreement is required and limited to creating and maintaining a County Service Area Zone and related property assessments, for those portions of Verdi and Long Valley, California, in order to provide necessary funding during the term of this Agreement; and,

WHEREAS, due to the mutual risk of loss of life and property in the event of a fire because of the close proximity of Nevada and California properties in Verdi and Long Valley, and the ability and willingness of TMFPD to more effectively protect lives and property in Nevada by providing fire protection and other services described herein in the described areas in Verdi and Long Valley, California, TMFPD, COUNTY, and SCFPD have entered into several Agreements in the past which allow TMFPD to provide local fire suppression and emergency medical services in exchange for the payment of fees by SCFPD and COUNTY to TMFPD; and,

WHEREAS, TMFPD continues to be willing to provide fire suppression and emergency medical aid, excluding paramedic transport/ambulance services, to the portions of Verdi and Long

1

Valley located in California, described more specifically in Exhibits 1 and 2 attached to this Agreement and incorporated herein; and,

WHEREAS, NRS 277.180 allows public agencies such as TMFPD, COUNTY, and SCFPD to enter into contracts with other public agencies to perform governmental services, activities or undertakings which they are authorized by law to perform; and,

WHEREAS the SCFPD, COUNTY, and TMFPD have engaged in negotiations over the provision of services and costs to be paid by SCFPD and COUNTY to TMFPD for the provision of the aforementioned services under the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing, and each and every covenant and condition contained herein, the Parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES

TMFPD shall provide fire suppression and emergency medical aid, excluding paramedic transport and ambulance services, on an as needed and on-call basis to the areas represented on maps attached hereto as exhibits 1 and 2, within Verdi, Sierra County, California and Long Valley, Sierra County, California. The foregoing is with the understanding that the services will be limited by the availability of TMFPD resources, including personnel, apparatus, and equipment. TMFPD is not required to provide wildland fire protection services., paramedic transport/ambulance services, hazardous materials containment, defensible space inspections, fire code enforcement, consultation, incident investigation, or any other services not specifically stated within this Agreement. The Parties also understand and agree TMFPD's duty and ability to provide resources in response to any particular incident shall be determined at the sole discretion of appropriate TMFPD personnel, and that TMFPD shall not be required to provide services that impair the ability of TMFPD to respond to or provide services for incidents that occur within TMFPD boundaries. SCFPD agrees any such failure to provide services by TMFPD does shall not constitute a basis for a refusal to pay or for a refund of any funds called for in this Agreement. The Parties to this Agreement may agree to voluntarily coordinate and participate in community programs, public outreach, and project development on fire fuel management, defensible space management, biomass reduction, fire prevention and safety, and other programs consistent with the mission of TMFPD and SCFPD.

2. TERM AND TERMINATION

A. **TERM**: This Agreement commences July 1, 2019 and continues for a period of three (3) years, unless extended or terminated pursuant to the terms of this Agreement. This Agreement will automatically renew and extend on July 1, 2022 for an additional period of three (3) years unless either Party provides written notice of intent to terminate at least ninety (90) days prior to July 1, 2022, in which case the Agreement shall expire of its own accord on July 1, 2022.

B. TERMINATION WITHOUT CAUSE: TMFPD and SCFPD may terminate this Agreement without cause upon the giving of advance written notice as described in Section 11 herein. Termination shall be effective One Hundred Eighty (180) days after giving of such notice.

C. FUNDING OUT: TMFPD reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Agreement. TMFPD agrees to appropriate funds necessary to carry out its duties, as set forth in this Agreement. If TMFPD does not allocate funds sufficient to continue to provide services, this Agreement may be terminated when appropriated funds expire, without penalty, charge or sanction to COUNTY or SCFPD. Any money already paid to TMFPD by SCFPD shall be refunded in an amount reduced by the value of any services already rendered by TMFPD to SCFPD hereunder based on a pro-rata calculation of months remaining in the year for which payment was received.

3. PAYMENT

SCFPD shall make an annual payment to TMFPD in the amount of $48,000 per fiscal year (July 1 through June 30) for services rendered during the term of this Agreement. For year one under this Agreement (July 1, 2019 to June 30, 2020) SCFPD shall within thirty (30) days of the date of execution of this Agreement make its first payment to TMFPD in the amount of $35,000 and the second payment from SCFPD to TMFPD in the amount of $13,000 shall be made no later than January 15, 2020. For year two under this Agreement (July 1, 2020 through June 30, 2021) payment of $48,000 shall be made by SCFPD to TMFPD no later than January 15, 2021. For year three under this Agreement (July 1, 2021 through June 30, 2022) payment of $48,000 shall be made by SCFPD to TMFPD no later than January 15, 2022. If this Agreement is extended, the schedule for payment from SCFPD to TMFPD each fiscal year thereafter during the extended term shall be carried forward in the same manner as is in place herein.

4. FACILITIES, EQUIPMENT, APPARATUS, AND MATERIALS.

TMFPD shall, at its sole cost and expense, furnish all facilities, personnel, equipment, apparatus, insurance, management, and other items which may be required for furnishing services pursuant to this Agreement.

5. RECIPROCAL WAIVER OF CLAIMS

The Parties to this Agreement shall each be responsible for their own losses, including Workers Compensation Benefits as may be applicable to any injuries sustained by an employee, officer, director or volunteer of each Party, arising out of the performance of this Agreement. Each of the Parties hereby waive and release any claim against the other for compensation for any loss or damage to its property and/or personal injury or death of its employees or agents occurring as consequence of the performance of services under this Agreement.

6. INDEMNIFICATION.

TMFPD shall indemnify, defend and hold SCFPD, its Officers, Commissioners and Volunteers, harmless on account of any claims, demands, losses, judgments, including attorneys' fees and costs, as may be occasioned by or resulting from the acts or omissions of TMFPD, its operators, agents and employees in the performance of rendering of services pursuant to this Agreement.

SCFPD shall indemnify, defend and hold TMFPD, its Officers, Commissioners, and Volunteers, harmless on account of any claims, demands, losses, judgments, including attorney's fees and costs, as may be occasioned by or resulting from the acts or omissions of TMFPD, its operators, agents and employees in the performance of rendering of services pursuant to this Agreement.

7. INSURANCE

TMFPD and SCFPD shall at all times maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than $10,000,000 each occurrence and general aggregate. SCFPD shall be included as an Additional Insured under TMFPD's CGL and TMFPD shall be included as an Additional Insured under SCFPD's CGL. TMFPD's insurer and SCFPD's insurer shall provide at least thirty (30) days prior written notice of cancellation, with an exception of ten (10) days for non-payment of premium.

8. AUTHORITY.

The Parties' hereby warrant that they have the authority to enter into this Agreement.

9. GOVERNING LAW

The Parties agree that this Agreement is entered into in the State of Nevada and shall therefore be governed by the laws of Nevada without resort to conflict of laws principles. Venue for any legal proceedings shall be in any state or federal court in Washoe County, Nevada, which the Parties agree shall have exclusive jurisdiction over disputes arising out of the interpretation of this Agreement.

10. WAIVER

A waiver by either Party of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

11. NOTICE

Submittals, requests, notices and reports required under this Agreement shall be delivered personally or through the mail, postage prepaid, to the addresses stated below, or to any other address as may be noticed by a party:

For TMFPD:

Truckee Meadows Fire Protection District
Attn: Fire Chief
1001 E. 9th Street
Reno, Nevada 89512

For SCFPD:

Sierra County Fire Protection District #1
Attn: Chairman, Board of Fire Commissioners
PO Box 255
Sierraville, California 96126

Copy To: Sierra County Fire Protection District #1
Attn: Fire Chief
PO Box 255
Sierraville, California 96126

For COUNTY:

Sierra County Board of Supervisors
Attn: Chairman of the Board
PO Drawer D
Downieville, California 95936

Copy To: County of Sierra
Attn: Director of Public Works
PO Box 98
Downieville, California 95936

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

12. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement, including all Exhibits attached hereto, represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by both Parties to this Agreement.

13. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the Parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

14. NO PARTNERSHIP

This Agreement shall not create a partnership nor joint venture, as between the Parties, nor shall be considered as such. Each of the Parties shall retain their independent status. Neither TMFPD nor SCFPD are agents one of the other, but are, rather, independent contractors.

15. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to create, or to be construed to create, any right or action on the part of any person or entity not signatory to this Agreement, nor create the status of third party beneficiaries for any person or entity.

16. EFFECTIVE DATE OF AGREEMENT

This Agreement is effective as of July 1, 2019.

By:

COUNTY OF SIERRA
BOARD OF SUPERVISORS

BY: Chairman of the Board

ATTEST:

By: Clerk of the Board

APPROVED AS TO FORM:

6

AGREEMENT 2019-126
OCT 15 2019

COUNTY COUNSEL

Dated: OCT 15 2019

By:

SIERRA COUNTY FIRE PROTECTION DISTRICT #1
BOARD OF FIRE COMMISSIONERS

By: William Copren, Authorized Member
Board of Fire Commissioners

ATTEST:

for Sharon Burton

By: Clerk of the District

Dated: Oct. 14, 2019

By:

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
BOARD OF FIRE COMMISSIONERS

By: Chairman, Board of Fire Commissioners

ATTEST:

By: Clerk

APPROVED AS TO FORM:

Counsel to District

Dated: NOV 19, 2019

7

APPENDIX D

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

IN THE MATTER OF PROPOSING THE FORMATION OF A COUNTY SERVICE AREA ZONE WITHIN SIERRA COUNTY SERVICE AREA 4

RESOLUTION 2020-001

WHEREAS, pursuant to the County Service Area Law commencing with Government Code, Section 25210 and following, the Board of Supervisors on June 1, 1956 adopted its Resolution No. 672 establishing County Service Areas 1, 2, 3, 4, and 5 and fixed the boundaries and the services for each of these County Service Areas; and,

WHEREAS, the Board of Supervisors, when it determines it is in the public interest to provide different authorized services, provide different levels of service, provide different authorized facilities, or raise additional revenues within specific areas of a county service area, may form one or more zones as provided in Government Code, Section 25217; and,

WHEREAS, the Sierra County communities of Verdi and Long Valley and properties surrounding these communities are uniquely located along the border between the State of California and the State of Nevada, often sharing common social and economic interests and services with Washoe County, Nevada, and the greater Reno-Sparks Metropolitan area and the growth currently occurring and forecast for Washoe County and the City of Reno along the border of California will create impacts to public services within Sierra County and as a result, providing emergency services to the residents of these two Sierra County communities has become a very high priority; and,

WHEREAS, the Board of Supervisors and the Board of Commissioners of Sierra County Fire Protection District #1 conducted several community meetings in Verdi and in Long Valley soliciting public input over the need for professional emergency services and the requisite funding to support these services and the support from property owners was very strong to proceed with the formation of the county service area zone and funding mechanism; and,

WHEREAS, the Sierra County Board of Supervisors and the Board of Commissioners of Sierra County Fire Protection District #1 have recently conducted negotiations with emergency service agencies within Washoe County, Nevada, to provide professional emergency services to the Sierra County communities of Verdi and Long Valley consistent with levels of service occurring within Washoe County, Nevada, which necessitates the formation of a county service area zone to create the mechanism to create and administer emergency service agreements and to provide the necessary funding for these agreements: and,

WHEREAS, it is the desire and intent of the Board of Supervisors acting as the Board of Directors of County Service Area 4 to form a county service area zone within Sierra County Service Area 4.

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors acting as the Board of Directors of County Service Area 4 declares its intention to form a county service area zone within Sierra County Service Area 4 as provided herein:

1) The formation of a county service area zone is in the public interest to provide an adequate and reliable level of emergency services to the Sierra County communities of Verdi and Long Valley and the proceeding to propose the formation is made pursuant to the County Service Area Law, Government Code, Section 25210 and following and specifically, Article 8, Section 25217.

2) The proposed boundaries of the county service area zone include all lands in Sierra County located east of the boundary line between the Humboldt-Toiyabe National Forest and Tahoe National Forest. The boundary and area of the proposed county service area zone is represented on the map attached hereto as Exhibit 1 and made a part hereof.

3) The metes and bounds legal description of the boundaries of the inhabited territory to be included within the proposed county service area zone is attached hereto as Exhibit 2 and made a part hereof.

4) The reasons for forming the county service area zone are to protect lives and property by providing a local governmental structure and mechanism to provide emergency services to the residents/property owners within the county service area zone, including a source of funding, both of which provides assurance that emergency services proposed to be provided under the county service area zone will be reliable, equal, consistent, and accessible.

5) The authorized services that the county service area zone will provide include fire suppression and emergency medical services, including any required facilities, directly or through service agreements with California and/or Nevada emergency service agencies. The county service area zone will provide a consistent and equal level of service to all properties that are "improved" by means of a residence authorized under a valid building permit issued by Sierra County; by means for any retail or commercial use that is approved under an approved and valid building and zoning permit issued by Sierra County; and by means of any utility or industrial use authorized under an approved zoning and building permit issued by Sierra County. The funding necessary to support the services authorized and implemented under the county service area zone will be an equal charge to all "improved" properties as defined above to augment property tax or mitigation fee contributions from the County of Sierra and/or the Sierra County Fire Protection District #1 implemented through any property tax exchange agreements. A report prepared by a California licensed engineer will analyze and identify the funding streams and funding requirements that will be expected from the "improved" properties as defined above within the boundaries of the county service area zone and a protest hearing under Proposition 218 will be conducted for any charge proposed to be imposed on these "improved" parcels. Once the county service area zone is formed and assessment successfully imposed under Proposition 218, the Board of Supervisors will proceed with the process to repeal the existing special tax in place as imposed by Resolution 2006-063 and dissolve the County Service Area Zone established by Resolution 2004-102 and referred to as "County Service Area 4-Verdi Zone" which affects seven (7) parcels within the community of Verdi.

6) The methods by which authorized services, levels of service, or authorized facilities will be financed include a protest hearing involving all "improved" parcels as defined above, conducted consistent with Proposition 218; any mitigation fees currently in place or approved in the future by the voters within the county service area zone; and property tax allocations according to any property tax exchange agreements between the County of Sierra and the Sierra County Fire Protection District #1 to support emergency services within the county service area zone. All "improved" properties as defined above within the county service area zone as of the date of formation, will be assessed equal charges for each "improved" parcel. The county service area zone will maintain a list of "improved" parcels as defined above, and any parcel "improved" as defined above subsequent to the date of formation of the county service area zone shall be enrolled and shall be charged thereafter an annual amount equal to the charges imposed on "improved" parcels that were in existence at the time for county service area zone formation.

7) The proposed county service area zone will be referred to as "County Service Area 4, Zone 4B-Verdi and Long Valley Emergency Services".

BE IT FURTHER RESOLVED, that the Board of Supervisors acting as the Board of Directors of County Service Area 4, hereby sets a public hearing for June 16, 2020 at 1:30 p.m. in the Loyalton Social Hall, Loyalton, CA or by teleconference if the Governor's Executive Order pertaining to the COVID-19 pandemic and/or the social distancing guidelines as outlined by the Sierra County Public Health Department are still in effect at that time, on the formation of "Sierra County Service Area 4, Zone 4B-Verdi and Long Valley Emergency Services" and approval of the assessment engineering report to support the proposed formation and the basis for a protest hearing under Proposition 218 and notice of the public hearing shall be published, posted, and mailed as is required by Government Code, Section 25217 (d).

ADOPTED, by the Board of Supervisors of the County of Sierra on this 19th day of May 2020 by the following vote:

AYES: Supervisors Adams, Huebner, Roen, Dryden and Beard
NOES: None
ABSENT: None
ABSTAIN: None

COUNTY OF SIERRA

Jim Beard
Chairman of the Board of Supervisors
County Service Area Board of Directors

ATTEST:

Heather A. Foster
Clerk of the Board

APPROVED AS TO FORM:

David Prentice
County Counsel

COUNTY SERVICE AREA 4, ZONE 4B
VERDI-LONG VALLEY EMERGENCY SERVICES

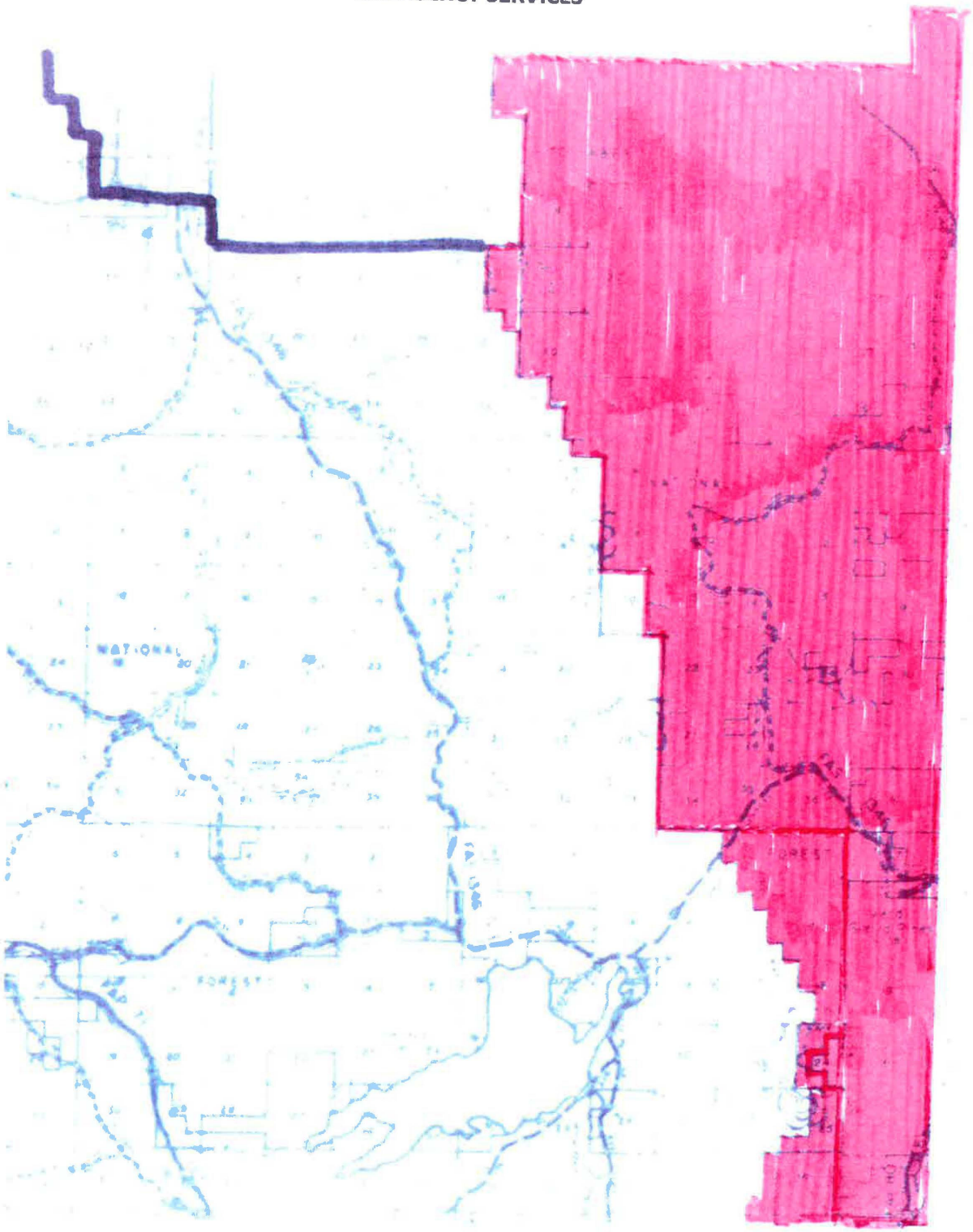


EXHIBIT 1
PAGE 1 OF 1

County Service Area 4, Zone 4B

Beginning at the Southeast corner of Sierra County at the intersection with the California-Nevada State line; thence Westerly along the South boundary of said Sierra County line to the point of intersection of the centerline of Section 2, T. 18 N., R. 17 E., M.D.B. & M.; thence Northerly along the centerline of Section 2, T. 18 N., R. 17 E., M.D.B. & M. to the North 1/4 corner of said Section 2; thence along the South boundary of T. 19 N., R. 17 E., M.D.B. & M. to the South 1/4 corner of Section 35; thence Northerly along the centerline of said Section 35 to the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 35; thence Easterly to the Northeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 35; thence Northerly along the East boundary of the West 1/2 of the East 1/2 of said Section 35 to the Northwest corner of the East 1/2 of the Northeast 1/4 of said Section 35; thence Easterly to the Southeast corner of Section 26, T. 19 N.,R. 17 E., M.D.B. & M.; thence Northerly along the East boundary of said Section 26 to the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 26; thence Easterly along the North boundary of the South 1/2 of the Southwest 1/4 of Section 25, T. 19 N., R. 17 E., M.D.B. & M. to the Northeast corner of the South 1/2 of the Southwest 1/4 of said Section 25; thence Northerly along the centerline of said Section 25 to the North 1/4 corner of said Section 25; thence Westerly along the South boundary of Section 24, T. 19 N., R. 17 E., M.D.B. & M. to the Southwest corner of the East 1/2 of the West 1/2 of said Section 24; thence Northerly along the West boundary of the East 1/2 of the West 1/2 of said Section 24 to the South boundary of Section 13, T. 19 N., R. 17 E., M.D.B. & M.; thence Easterly along the South boundary of said Section 13 to the South 1/4 corner of said Section 13; thence Northerly along the centerline of said Section 13 to the center of said Section 13; thence Westerly along the centerline of said Section 13 to the Southwest corner of the East 1/2 of the Northwest 1/4 of said Section 13; thence Northerly along the West boundary of the East 1/2 of the Northwest 1/4 of said Section 13 to the South boundary of Section 12, T. 19 N., R. 17 E., M.D.B. & M.; thence Westerly along the South boundary of said Section 12 to the East boundary of Section 11, T: 19 N., R. 17 E.,M.D.B. & M.; thence Northerly along the East boundary of said Section 11 to the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 11; thence Westerly along the North boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 11 to the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 11; thence Northerly along the West boundaries of the Northeast 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of said Section 11 to the Northeast corner of the Southwest 1/4 of the Northeast l/4 of said Section 11; thence Westerly along the North boundary of the Southwest 1/4 of the Northeast 1/4 of said Section 11 to the centerline of said Section 11; thence Northerly along the centerline of said Section 11 to the South boundary of Section 2, T. 19 N., R: 17 E., M.D.B. & M.; thence Westerly along the South boundary of said Section 2 to the Southeast corner of the West 1/2 of the Southwest 1/4 of said Section 2; thence Northerly along the East boundary of the West 1/2 of the Southwest 1/4 of said Section 2 to the Northeast corner of the West 1/2 of the Southwest 1/4 of said Section 2; thence Westerly along the North boundary of the West 1/2 of the Southwest 1/4 of said Section 2 to the West boundary of said Section 2; thence Northerly along the West boundary of said Section 2 to the Northwest corner of said Section 2, T. 19 N., R. 17 E., M.D.B. & M.; thence Westerly along the South Boundary of T. 20 N., R. 17 E., M.D.B. & M. to the East boundary of Section 33,

EXHIBIT 2
PAGE 1 OF 2

T. 20 N., R. 17 E., M.D.B. & M.; thence Northerly along the East boundaries of Sections 33, 28, and 21, T. 20 N., R. 17 E.,M.D.B. & M. to the Northeast corner of said Section 21; thence Westerly along the North boundary of said Section 21 to the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 16, T. 20 N., R. 17 E., M.D.B. & M .; thence Northerly along the West boundary of the East 1/2 of the East 1/2 of said Section 16 to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 16; thence Westerly along the North boundary of said Section 16 to the Northwest corner of said Section 16; thence Northerly along the East boundaries of Sections 8 and 5, T. 20 N., R. 17 E., M.D.B. & M. to the Southeast corner of the North 1/2 of the Northeast 1/4 of said Section 5; thence Westerly along the South boundary of the North 1/2 of the Northeast 1/4 to the centerline of said Section 5; thence Northerly along the centerline of said Section 5 to the North I/4 corner of said Section 5; thence Westerly along the South boundary of T. 21 N., R. 17 E., M.D.B. & M. to the Southwest corner of the East 1/2 of the Southeast 1/4 of Section 31, T. 21 N., R. 17 E., M,D.B. & M.; thence Northerly along the West boundary of the East 1/2 of the Southeast 1/4 of said Section 31 to the Northwest corner of the East 1/2 of the Southeast 1/4 of said Section 31; thence Westerly along the North boundary of the Southeast 1/4 of said Section 31 to the center of said Section 31; thence Northerly along the centerline of said Section 31 to the North 1/4 corner of said Section 31; thence Westerly along the North boundary of said Section 31 to the Southeast corner of Section 25, T. 21 N., R. 16 E.,M.D.B. & M.; thence Northerly along the East boundary of said Section 25 to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 25; thence Westerly along the South boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 25 to the Southwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 25; thence Northerly along the West boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 25 to the South boundary of Section 24, T. 21 N., R. 16 E., M.D.B. & M.; thence Westerly along the South boundary of Section 24, T. 21 N.,R. 16 E., M.D.B. & M. to the South 1/4 corner of said Section 24; thence Northerly along the centerline of said Section 24 to the North 1/4 corner of said Section 24; thence Easterly along the North boundary of said Section 24 to the Northeast corner of said Section 24; thence Northerly along the East boundaries of Sections 13 and 12, T. 21 N., R. 16 E., M.D.B. & M. to the Southeast corner of Section 1, T. 21 N., R. 16 E., M.D.B. & M.; thence Westerly along the South line of said Section 1 to the South 1/4 corner of said Section 1; thence Northerly along the centerline of said Section 1 at a point on the North Boundary of Sierra County, thence easterly along said North boundary of Sierra County to the Northeast corner of Sierra County also being on the California-Nevada State line; thence Southerly along the East boundary of Sierra County to the Southeast corner of Sierra County, also being the California-Nevada State line, to the Point of Beginning.

EXHIBIT 2
PAGE 2 OF 2

COUNTY SERVICE AREA 4
COUNTY OF SIERRA

RESOLUTION CALLING A PUBLIC HEARING ON PROPOSED ASSESSMENT FEE FOR THE "COUNTY SERVICE AREA 4, ZONE 4B VERDI AND LONG VALLEY FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES ASSESSMENT FEE

RESOLUTION NO. 2020-____ CSA

WHEREAS, the Board of Supervisors of the County of Sierra acting as the governing authority of County Service Area 4 (the "Board") has reviewed the "Engineer's Report" prepared by Bastian Engineering dated June 15, 2020, recommending an assessment fee for the "County Service Area 4, Zone 4B Verdi and Long Valley Fire Protection and Emergency Medical Services" to provide the revenues necessary to pay a share of the costs for a fire protection and emergency medical response services agreement between the County of Sierra, Sierra County Fire Protection District #1, and Truckee Meadows Fire Protection District; and,

WHEREAS, on the basis of that analysis, the Board has determined that the amount of revenue available to County Service Area 4 is inadequate to meet the costs of the proposed service agreement and has concluded that the recommended assessment fee should be implemented; and,

WHEREAS, the California Constitution provides that a local agency must conduct a public hearing on any new property-related fee or charge, such as the proposed assessment fee, not sooner than 45 days after mailing a notice to the owners of the property upon which the fee or charge will be imposed.

BE IT RESOLVED by the Board of Supervisors of the County of Sierra, acting as the governing authority of County Service Area 4 and County Service Area 4, Zone 4B, as follows:

Section 1. Recitals. The foregoing recitals are true and correct and this Board so finds and determines.

Section 2. Public Hearing. The Board hereby affixes _____ or as soon thereafter as practicable, on Tuesday, August 4, 2020, at the Sierra County Courthouse, Board of Supervisors Chambers, 100 Courthouse Square, Downieville, California, as the time and place for a public hearing on the proposed assessment fee.

Section 3. Notice of Hearing. The Board directs the Clerk of the Board of Supervisors to mail a notice of the hearing, in substantially the form attached hereto as Exhibit A, which describes the proposed rates, to each record property owner within County Service Area 4, Zone 4B. The mailing shall be completed not later than June 19, 2020 which date is at least 45 days before the date of the public hearing.

Section 4. Effective Date. This resolution shall take effect from and after the date of its passage.

PASSED AND ADOPTED on June 16, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SIERRA COUNTY

_____

Jim Beard, Chair

ATTEST:

_____

Heather Foster, Clerk of the Board

APPROVED AS TO FORM:

_____

David Prentice, County Counsel

EXHIBIT A

Notice of Public Hearing
County of Sierra
County Service Area Board of Directors

Notice of Proposed Assessment for County Service Area 4, Zone 4B Verdi and Long Valley Fire Protection and Emergency Medical Services

The Board of Supervisors of the County of Sierra acting as the governing authority of the County Service Area Board of Directors proposes to charge an annual assessment to provide the revenues necessary to pay a share of the costs for a fire protection and emergency medical response services agreement between the County of Sierra, Sierra County Fire Protection District #1, and Truckee Meadows Fire Protection District.

The County Service Area Board of Directors of the County of Sierra proposes to charge $ 156.52 per year to improved parcels within the CSA 4, Zone 4B boundaries and as defined in County Service Area Board of Directors Resolution 2020-001.

The proposed annual assessment amount was based upon the Engineer's Report for County Service Area 4, Zone 4B-Verdi and Long Valley Fire Protection and Emergency Medical Response Services Assessment dated June 15, 2020 as prepared by Bastian engineering.

The proposed assessment will be collected on the Sierra County tax bill effective _____ _____and payable in semiannual installments, payable by December 10 and April 10 each year.

The Board of Supervisors of the County of Sierra acting as the governing authority of the County Service Area Board of Directors will hold a public hearing on the proposed assessment, on Tuesday, August 4, 2020 at _____ or as soon thereafter as the matter may be heard at the Board Chambers, 100 Courthouse Square, Downieville, California.

Property owners may file a written protest against the proposed assessment with the Clerk of the Board of Supervisors at or before the close of the public hearing. A protest must contain a description of the property owned sufficient to identify the property. If the name on the written protest is not shown on the last equalized assessment roll of Sierra County, as the owner of the property, the signer of the protest must also submit written evidence of ownership.

Written protests may be mailed to: Clerk of the Board of Supervisors
County of Sierra
P.O. Box D
Downieville, CA 95936

Written protests may also be delivered in person to the Clerk of the Board of Supervisors at 100 Courthouse Square, Room 11, Downieville, California, or at the public hearing.

If a majority of the affected property owners file written protests against the proposed assessment, the assessment will not be implemented.

If you have any questions about this notice, please call 530-289-3295 between 8:00 a.m. and 5:00 p.m., Monday through Friday.

Dated: June 16, 2020

Clerk of the Board of Supervisors
County of Sierra

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: County Council
APPROVING PARTY: David Prentice
PHONE NUMBER: 559-500-1600

AGENDA ITEM: closed session pursuant to Government Code Section 54947 - performance review regarding Personnel Director

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☐Other

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $ N/A

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☐No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☐Yes ☐No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☐No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Assessor
APPROVING PARTY: Laura A. Marshall
PHONE NUMBER: 530-289-3283

AGENDA ITEM: Agreement for professional services between Prentice Long, Sophia R. Meyer, and the County of Sierra.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☒Agreement ☐Other

BACKGROUND INFORMATION: This is a continuation/renewal of Agreement 2017-058, dated June 6, 2017.

FUNDING SOURCE: OUTSIDE COUNSEL
GENERAL FUND IMPACT: No Additional General Fund Impact
OTHER FUND:
AMOUNT: $17,000, not to exceed N/A

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☒Yes ☐No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2018- _____ Agreement 2018- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ CLERK TO THE BOARD

_____ DATE

AGREEMENT FOR
PROFESSIONAL SERVICES

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and Prentice Long, Sophia R. Meyer, (the “CONTRACTOR").

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

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A," Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A," Provisions A-2 through A-3. CONTRACTOR Sophia R. Meyer is a member of the Sierra County Counsel’s office. CONTRACTOR’S representation of the Assessor is not prohibited and is authorized by Government Code Section 31000.6.

2. TERM.

Commencement Date: May 1, 2020

Termination Date: June 30, 2021

3. PAYMENT.

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

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

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A."

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 terms or conditions insofar as the latter are inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

Laura A. Marshall, Sierra County Assessor, is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Sophia R. Meyer is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A – Services
Attachment B – Payment
Attachment C – Additional Provisions
Attachment D – General Provisions
Attachment E – Form of Invoice

9. AGREEMENT DATE.

The Agreement Date is May 1, 2020

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"	"CONTRACTOR"
COUNTY OF SIERRA	
By_____ JAMES BEARD Chairman, Board of Supervisors	_____ SOPHIA R. MEYER, for Prentice Long
ATTEST:	APPROVED AS TO FORM:
_____ HEATHER FOSTER Clerk of the Board	_____ DAVID PRENTICE County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

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

The CONTRACTOR shall provide legal services to the Assessor in respect to providing legal advice, review, consultation and representation when needed in all matters pertaining to assessment, assessment hearings and litigation. CONTRACTOR may require the assistance of the Assessor and secretarial services in the preparation of the brief(s) and court documents, filing and service of documents. Such assistance shall at all times be independent of County Counsel assigned to advice the Sierra County Board of Equalization in these matters unless the parties agree in writing there is no conflict in the assistance. In the event County Counsel cannot agree to his staff preparing materials and related items in support of litigation, County agrees to assume all cost of services and court-related costs incurred by CONTRACTOR in the preparation of litigation including, but not limited to, all services related to preparation of court documents, service of process, travel, overnight stay and appearances at the hourly rate listed in Attachment B. CONTRACTOR shall provide for an ethical wall within the office in all matters related to this scope of services and shall independently represent and consult with the Assessor and shall keep all confidences of the Assessor/CONTRACTOR relationship unless express permission is granted by the Assessor to consult with County Counsel staff.

CONTRACTOR advices COUNTY that in the past and currently she does not maintain errors and omissions insurance coverage applicable to the services

A.2 TIME SERVICES RENDERED.

Work will begin immediately upon execution of this Agreement by COUNTY. Thereafter, CONTRACTOR shall perform services in a diligently and timely manner.

Either party shall have the right to terminate this Agreement upon twenty (20) days written notice.

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.

CONTRACTOR agrees to provide legal services in a professional manner.

A.4 FACILITIES FURNISHED BY COUNTY.

Copies of existing records and supporting documentation shall be furnished by COUNTY as necessary to perform all work.

ATTACHMENT C

ADDITIONAL PROVISIONS

NONE

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE.

COUNTY shall pay CONTRACTOR a contract fee not to exceed $16,000 per year payable at the rate of 185.00 per hour. CONTRACTOR shall submit requests for payment ("Invoice") on a monthly basis, invoicing for all work completed and delivered to the Assessor prior to the issuance of such Invoice. Invoice shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within thirty (30) days after the Invoice is approved and accepted by the Assessor. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed $16,000 without an amendment to this Agreement approved by the Sierra County Board of Supervisors.

Billing of hourly services of less than one hour shall be at increments of one quarter (1/4) per hour.

B.2 MILEAGE.

Current IRS rate for mileage.

B.3 TRAVEL COSTS.

Costs of overnight stays and additional expenses in connection with such stays such as meals, etc., not otherwise normally incurred during the normal work day, shall be paid when submitted to the Assessor in accordance with the procedures outlined in B.1. In no event shall total compensation paid to CONTRACTOR under this Provision B.3 exceed $500 without an amendment to this Agreement approved by the Sierra County Board of Supervisors.

B.4 AUTHORIZATION REQUIRED.

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

CONTRACTOR shall perform such work at the request and direction of the Assessor, provided however, that before undertaking work at the request and direction of the Assessor, Attorney shall confer with Assessor to ascertain that there is funding budgeted and available for the work.

B.5 SPECIAL CIRCUMSTANCES.

CONTRACTOR shall be reimbursed for all out-of-pocket cost and expenses by CONTRACTOR. Costs and expenses shall include, but not limited to, extraordinary postage, coping, coping of files, facsimilie, toll and long distance phone calls, filing fees, depostions fees, withness fees, cost for investigation, serives of process fees and other related court costs, travel fees, parking fees, and other related travel costs. In no event shall total compensation paid to CONTRACTOR under this Provision B.5 exceed $200 without an amendment to this Agreement approved by the Sierra County Board of Supervisors.

B.6 MAXIMUM CONTRACT AMOUNT.

The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	$16,000
B.2	Mileage	Actual mileage X IRS rate
B.3	Travel Costs	$500
B.4	Authorization Required	As specified in B.4
B.5	Special Circumstances	$200

MAXIMUM CONTRACT AMOUNT $17,000

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR.

For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as the "CONTRACTOR") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 Except as provided under Attachment B.2 through B.5, CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8 CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC.

CONTRACTOR represents and warrants to COUNTY that she has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice her 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.

D.3 CHANGE IN STATUTES OR REGULATIONS.

If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 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.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 of quality normally observed by a person practicing in CONTRACTOR's profession.

D.9 POSSESSORY INTEREST.

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

this, if created, and 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.

COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.11.1.1 CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, computer storage medium (tapes, disks, diskettes, etc.) 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.11.1.2 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, that in no event shall any payment hereunder exceed One Thousand Dollars ($1,000). Further 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.

D.11.3 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working 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, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.12 OWNERSHIP OF INFORMATION.

All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain 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.13 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.14 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.15 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.16 MINOR AUDITOR REVISION.

In the event the Sierra County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.17 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.18 DEFINITIONS.

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

D.18.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.18.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.19 TERM INCLUDES EXTENSIONS.

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

D.20 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.21 MODIFICATION.

No modification or waiver of any provisions 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.22 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.23 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.24 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.25 VENUE.

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 Sierra, State of California.

D.26 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.27 CALIFORNIA TORT CLAIMS ACT.

Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.28 TIME IS OF THE ESSENCE.

Time is of the essence of this Agreement and each covenant and term 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 are in full compliance. 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 CORPORATE AUTHORITY.

If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a

corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.31 CONFLICT OF INTEREST.

D.31.1 LEGAL COMPLIANCE. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.31.2 ADVISEMENT. CONTRACTOR agrees that if any facts come to her attention which raises any questions as to the applicability of this law, she will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.31.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

> The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.32 NONDISCRIMINATION.

During the performance 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 handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* 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 regulation 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.33 JOINT AND SEVERAL LIABILITIES.

If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.34 TAXPAYER I.D. NUMBER.

The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

D.35 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":
Sierra County Assessor
County of Sierra
Post Office Box 8
Downieville, CA 95936

If to "CONTRACTOR":

Sophia R. Meyer
Prentice, Long & Epperson
1716 Court Street, Suite B
Redding, CA 96001

ATTACHMENT E

FORM OF INVOICE

_____
(TAXPAYER'S I.D. or SOCIAL SECURITY NO.)

County of Sierra
Assessor's Office
PO Box 425
Downieville, CA 95936

Our File No. _____

Re:_____

STATEMENT OF ACCOUNT FOR

_____

BALANCE FORWARD $

_____

TOTAL CURRENT CHARGES:

_____

TOTAL $_____

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: 06/16/2020

TYPE OF AGENDA ITEM: ☐Regular ☐Timed ☒Consent

DEPARTMENT: Information Systems
APPROVING PARTY: Jeremy Miller
PHONE NUMBER: 530-289-2890

AGENDA ITEM: Approval of quote for Barracuda Total Email Protection.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other
Quote

BACKGROUND INFORMATION: This is already allocated in the current budget. Need authorizing signature to proceed. This application is our email security appliance and software.

FUNDING SOURCE: General Fund, Human Services, SO, OES
GENERAL FUND IMPACT: General Fund Impact
OTHER FUND:
AMOUNT: $ 40,435.50 (36 month term)

ARE ADDITIONAL PERSONNEL REQUIRED?

☐Yes, number needed: Type:
☒No

IS THIS ITEM ALLOCATED IN THE BUDGET? ☒Yes ☐No

IS A BUDGET TRANSFER REQUIRED? ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2019- _____ Agreement 2019- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Cadence Team, Inc
Remittance Address:
733 Sherwood Dr.
Yuba City, CA 95991

Phone: 844.934.8326
Fax: 844.923.5878
www.cadence.team

Company:	Sierra County	Date:	6/9/2020	Expiration:	7/9/2020
Attn:	Jeremy Miller	Shipping Method:	NA	Sales Rep:	Tom_Lichti
Project:	Barracuda Total Email Protection 3YR	Est. Delivery:	TBD	Direct:	916.790.5683
Contract #:		Terms:	NET15	Email:	tom@cadence.team

Part Number	Description	Qty.	List Price	Unit Price	Extended	Tx	Disc %
Barracuda							
BEO001a	Barracuda Total Email Protection 36 Months Includes: Essentials Security Service Subscription Cloud Archiving Service Cloud to Cloud Backup Service Sentinel for Office 365 Service PhishLine Service Forensics and Incident Response (Users) TERM DATES: 7/1/20 - 9/30/23	150	$299.52	$269.57	$40,435.50	N	10%

Sub Total:	$0.00
Non Taxable:	$40,435.50
Tax:	$0.00
Freight:	$0.00
Total:	$40,435.50
Tax Rate:	7.750%

Terms and Conditions

Warranty:	NA
Maintenance:	NA
Terms:	No Returns on Barracuda
Equipment:	All orders invoices upon receipt of purchase order

Customer Signature authorizes Cadence Team to process the order in place of a purchase order. Cadence Team still requires an official purchase order be emailed, faxed, or mailed to Cadence Team within 10 days of processing the order via a signed quote unless otherwise agreed upon between Cadence Team and the customer. Prices are subject to change without notice in the event the products manufacturer/publisher raises the price to Cadence Team.

Customer Signature: _____

Print: _____

Title: _____

Date: _____

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Auditor
APPROVING PARTY: Van A. Maddox
PHONE NUMBER: 530-289-3286

AGENDA ITEM: Adoption of a resolution amending the 2019/20 final budget.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☒Resolution ☐Agreement ☐Other

BACKGROUND INFORMATION: This adjustment to the budget adjusts the Victim Witness and Storm Damage to the actual amount spent and expected to be received.

FUNDING SOURCE: TitleIII
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $0 N/A

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☐Yes ☒No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ CLERK TO THE BOARD

_____ DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

IN THE MATTER OF SIERRA COUNTY AUDITOR TO MAKE CERTAIN CHANGES TO THE 2019/20 FINAL BUDGET

RESOLUTION NO. 20-

WHEREAS, the Board of Supervisors may authorize the Auditor to make budget changes pursuant to Government Code § 29125, and

NOW THEREFORE BE IT RESOLVED, that the Auditor is hereby authorized to adjust the 2019/20 Final Budget transfers for the below noted funds:

Appropriations:
Increase:

0015510	Services and Supplies	$2,238
0015510	Wages & Benefits	$3,668
0010000	Victim Witness Grant	$5,906
0321030	Services and Supplies	$14,000
0321030	Revenues STIP	$14,000

ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 16th day of June, 2020 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

_____
JIM BEARD, CHAIRPERSON
BOARD OF SUPERVISORS

ATTEST:

_____

HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____

COUNTY COUNSEL

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE:	**TYPE OF AGENDA ITEM:**
June 16, 2020	☐Regular ☐Timed ☒Consent

DEPARTMENT: Public Works and Transportation
APPROVING PARTY: Tim H. Beals, Director
PHONE NUMBER: 530-289-3201

AGENDA ITEM: Agreement for Transportation Services in the amount of $54,000 between County of Sierra and Golden Rays Senior Citizens of Sierra County, Inc. for FY 2021.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☒Agreement ☐Other

BACKGROUND INFORMATION: Renewal of the transit contract with Golden Rays Senior Citizens for fiscal year 2020 is recommended , in accordance with the renewal option provided in the RFP issued on April 23, 2015, which is also outlined in the agreement, and in accordance with the transit budget as approved by the Sierra County Transportation Commission.

FUNDING SOURCE: TRANSIT, FTA 5311, LTF, STA
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $54,000 N/A

ARE ADDITIONAL PERSONNEL REQUIRED?	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☒Yes ☐No
☐Yes, -- -- ☒No	**IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

AGREEMENT FOR
TRANSPORTATION SERVICES IN SIERRA COUNTY

This Agreement is made and entered into on the 16th day of June, 2020 between the County of Sierra, hereafter referred to as "County" and the **Golden Rays Senior Citizens of Sierra County, Inc.**, hereafter referred to as "Contractor", by reason of and in view of the following:

RECITALS

1. Whereas, Contractor has been providing transportation services for elderly, handicapped and general public in western Sierra County since 1979, through operation of a multi-passenger vehicle; and,

2. Whereas, the Sierra County Transportation Commission (SCTC) is the agency in Sierra County responsible for allocation of funds provided to meet the transit needs in the County, under the Transportation Development Act (TDA) (California Public Utilities Code, section 99200, et seq.); and,

3. Whereas, Sierra County Transportation Commission (SCTC) at its May 20, 2020 meeting conducted the required and duly noticed annual Unmet Transit Needs hearing and established the existence of transportation needs that can reasonably be met by use of Transportation Development Act (TDA) Funds; and,

4. Whereas, because of the rural nature of the County and the limited number of residents, no other effective form of public transportation is reasonably available to meet the public transit needs in Sierra County; and,

5. Whereas, the County and SCTC desire to continue to contract for transit services with Contractor to provide transportation for the elderly and disabled, and for the general public in Sierra County in order to meet transit needs which have been defined as "Reasonable to Meet"; and,

6. Whereas, on April 23, 2015 the County issued a Request for Proposals for Public Transit Services and the Contractor has submitted a proposal to provide transit services in accordance with the requirements of the Request for Proposals to western Sierra County for fiscal year 2015-16, with the intent that the selected provider will be used to provide transit services in the County for a period of seven years including fiscal year 2020-21; and,

7. Whereas, all operating agreements are subject to the review of the Division of Mass Transportation for compliance to Federal Transit Administration (FTA) Third Party Contract Requirements 4220.1E.

OPERATIVE PROVISIONS

Now, therefore and in light of the foregoing, it is agreed:

1. County hereby designates and approves Contractor as a transit operator for the purpose of providing transportation service to the elderly, disabled and general public in Sierra County from July 1, 2020 to June 30, 2021. Contractor shall provide those services as described

more thoroughly herein.

2. Contractor shall provide transportation in a manner reasonably calculated to meet the needs of the elderly and disabled and general public for shopping, medical appointments and social transportation. Use of the transit vehicle will be scheduled and provided so as to promote maximum occupancy during use. The level of service shall not be substantially less than the trips, hours, and mileage set forth in Exhibit B as attached hereto and incorporated herein.

3. Transportation services will be provided to the elderly, defined as persons age 55 and over, to disabled persons and the general public.

4. Contractor agrees to provide an opportunity for persons utilizing the transportation to contribute to paying their costs of operation and agrees further to use all fees or donations received to pay costs of operation of the service. Contractor must comply with all legal requirements, including but not limited to any prohibition on direct charges for services provided to seniors as long as sufficient funds are received from Contractor to defray costs of providing transportation for senior citizens in an amount no less than ten percent ten percent of total annual operating budget (10% fare box revenue). Contractor will make all possible good faith efforts to secure donations and ensure adequate user-support of the transit vehicle.

5. County agrees and approves of Contractor receiving funds from SCTC for the purpose of providing the transportation services hereunder in the total amount of $54,000.00 as TDA funding including State Transit Assistance (STA), Local Transportation Funding (LTF) and FTA 5311 funding are available during fiscal year 2020. Contractor shall receive quarterly payments based upon invoice for services provided the previous quarter and based on the operating budget approved by the SCTC at the May 20, 2020 meeting.

6. Contractor shall be deemed to be an independent contractor for all purposes of this Agreement. For the purpose of facilitating the drug testing as described in paragraph 8 of this Agreement, County shall include Contractor’s employees in County's drug testing procedures and programs.

7. No employee of Contractor shall acquire any employment rights with County by virtue of this Agreement. Contractor agrees it will be solely responsible for negligent or wrongful acts of its agents in performance of this contract. Contractor will defend, hold harmless and indemnify County for losses caused by Contractor’s negligent or willful acts of omission or commission in performance of this contract.

8. In accordance with the requirements for use of FTA 5311 Program Funds and applicable provisions of federal laws and regulations, the County has adopted the Drug and Alcohol Policy for Transit Operators under Contract with the County, which Policy, identified as Exhibit C, is attached hereto and incorporated herein by this reference. Contractor shall comply with the requirements for drug testing of transit drivers and other safety sensitive personnel, in accordance with the aforesaid Policy as set out in Exhibit C. Contractor shall provide the County with continuously updated list of names of transit vehicle drivers, including driver license numbers, social security numbers and birth dates, and all transit vehicle drivers shall be required to comply with all County and Federal Transit

Administration (FTA) drug testing requirements. County shall be immediately notified of addition of any new transit vehicle drivers. All new transit vehicle drivers must be drug tested and be found to be in compliance with drug test requirements prior to driving any vehicles owned, operated or controlled by Contractor. Subject to the County's consent, the transit vehicle drivers shall be included in the County's employee pool for purpose of selections of employees for random drug testing. Contractor shall reimburse County for drug testing costs. To the extent practicable, County will endeavor to facilitate Contractor's use of the Employee Assistance & Substance Abuse Programs that are provided by third party contractors; provided however, that at all times, Contractor shall be deemed to be and is the employer of employees hired by Contractor.

9. Contractor shall maintain liability insurance during the term of this Agreement in the amount of $5,000,000 Liability Bodily Injury and Property Damage, $250,000 Uninsured Motorist Protection.

10. Contractor shall supply County with a certificate of insurance evidencing the above, which shall provide for 30 days' notice to County in the event of cancellation. County shall be named as an additional insured.

11. It is the intent of the County that the selected provider resulting from the Request for Proposals of April 23, 2015 will be used to provide transit services in the County for a period of seven years. Because the level of service and compensation to the Contractor will vary in each year dependent on both demand for service and the availability of funding, the intent is to annually revise this Agreement in order to address these variables.

12. In the event Contractor is unable for any reason to provide the transportation services provided for herein, this Agreement may immediately be rescinded and Contractor shall thereafter no longer be eligible to receive any monies and shall be required to return to SCTC any monies advanced and not expended in providing the subject transit services.

13. Contractor shall provide the County auditors and SCTC with a financial audit by a Certified Public Accountant within ninety (90) days after the end of the fiscal year and a performance audit is to be conducted every third year.

14. No change of the terms of this Agreement shall be valid unless in writing and signed by the parties.

15. Contractor shall comply with all Federal Transit Administration Requirements for Third Party Contracts, including but not limited to those outlined in Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Agreement, at Downieville, Sierra County, California.

COUNTY OF SIERRA	CONTRACTOR
_____	_____
James Beard Chairman, Board of Supervisors	Golden Rays Senior Citizens of Sierra County, Inc.
ATTEST:	APPROVED AS TO FORM:
_____	_____
Heather Foster Clerk of the Board	David Prentice County Counsel

Exhibit A to Agreement for Transportation Services

Required Federal Contracting Clauses

The Federal Government requires that activities financed, in part, with Federal funds and performed by a third party Contractor and its sub-contractors on behalf of a Federal grantee must be carried out in accordance with Federal requirements.

Activities performed resulting from the original contract to this and any other prior or subsequent contract amendments thereto are financed, in part, by a grant from the United States Department of Transportation (DOT), Federal Transit Administration (FTA), and are therefore subject to the applicable grant terms, conditions, and regulations.

Accordingly, any Contractor and its sub-contractors performing activities under this Agreement must adhere to the Federal regulations stated herein as a condition of satisfactory performance. All subcontracts and sub-contractors employed as a result of this Agreement are subject to the same conditions and regulations as set forth herein unless specifically exempted.

The Prime Contractor shall ensure that its subcontractors at all tiers are made aware of and comply with these Federal regulations. The Prime Contractor will be held liable for compliance failures by its subcontractors.

Failure to comply will render the Prime Contractor responsible for damages and/or contract termination.

1. Charter Bus Requirements.
The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

2. School Bus Requirements.
Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

3. Energy Conversation Requirements.
The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

4. Clean Water Requirements. .

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251et seq. contractor agrees to report each violation immediately to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required t assure notification to FTA the appropriate EPA Regional Office, state and local agencies.
B. CONTRACTOR also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

5. Lobbying.
The contractor shall file the certification required by 49 CFR Part 20, "New Restrictions on

Lobbying.". Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any Person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal Contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the COUNTY.

During the term of the contract, the contractor agrees to comply with the provisions of 31 U.S.C. § Section 1352, which prohibits the use of federal funds for lobbying by any official or employee of any federal agency, or member or employee of Congress and requires CONTRACTOR to disclose any lobbying of any official or employee or any federal agency, or member or employee of Congress in connection with federal assistance. The contractor agrees to comply with U.S. DOT regulations, 17 "New Restrictions on Lobbying;' 49 CFR Part 20 and include these requirements in any subcontract which exceeds $100,000. The successful Proposer must execute the Restriction on Lobbying certification (Exhibit C) and said fully completed certification will be included in their Proposal.

6. Access To Records and Reports. .

The following access to records requirements apply to this Contract:

A. Where the COUNTY is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. Part 18.36(i), the contractor agrees to provide the COUNTY, the FTA Administrator, the Comptroller General of the United States or any of their Authorized Representatives access to any books, documents, papers and records of the contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.

   The contractor also agrees, pursuant to 49 C.F.R. Part 633.17 to provide the FTA Administrator or his Authorized Representatives including any PMO contractor access to the contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. § 5307, 5309 or 5311.

B. Where the COUNTY is a State and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. Part 633.17, the contractor agrees to provide the COUNTY, the FTA Administrator or his Authorized Representatives, including any PMO contractor, access to the contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)l, which is receiving federal financial assistance through the programs described at 49 U.S.C. § 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $25,000.

C. Where the COUNTY enters into a negotiated Contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. Part 19.48, the contractor agrees to provide the COUNTY, FTA Administrator, the Comptroller General of the United States or any of their duly Authorized Representatives with access to any books, documents, papers and record of the contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.

D. Where any COUNTY which is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 U.S.C. § 5325(a) enters into a Contract for a capital project or improvement (defined at 49 U.S.C. § 5302(a)l) through other than competitive bidding the contractor shall make available records related to the Contract to the COUNTY, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

E. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

F. The contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the contractor agrees to maintain same until the COUNTY, the FTA Administrator, the Comptroller General, or any of their duly Authorized Representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

G. FTA does not require the inclusion of these requirements in subcontracts.

7. Federal Changes.
The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract (The FTA Master Agreement) between the COUNTY and FTA, as they may be amended or promulgated from time to time during the term of this Contract. The contractor's failure to so comply shall constitute a material breach of the Contract.

8. Clean Air.

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The contractor agrees to immediately report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office state and local agencies.

B. The contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

9. Recycled Products.
The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247**.**

10. No Government Obligation To Third Parties.

A. The COUNTY and the contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the COUNTY, the contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

B. The contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

11. Program Fraud And False Or Fraudulent Statements And Related Acts.

A. The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the federal government deems appropriate.

B. The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement submission, or certification to the federal government under a Contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C.

§5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and49 U.S.C. § 5307(n)(l) on the contractor, to the extent the federal government deems appropriate.

C. The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identity the Subcontractor who will be subject to the provisions.

12. Termination.

A. Termination for Convenience - The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the COUNTY's interest. If this contract is terminated, the COUNTY shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

B. Termination for Default (Breach or Cause) - If the contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the contractor fails to perform in the manner called for in the contract, or if the contractor fails to comply with any other provisions of the contract, the COUNTY may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the COUNTY that the contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the contractor, the COUNTY, after setting up a new delivery of performance schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

C. Opportunity to Cure - The COUNTY in its sole discretion may, in case of a termination for breach or default, allow the contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the contractor fails to remedy to COUNTY's satisfaction the breach or default of any of the terms, covenants, or conditions of the Contract within ten (10) days after receipts by the contractor of written notice from COUNTY setting forth the nature of said breach or default, COUNTY shall have the right to terminate the Contract without any further obligation to the contractor. Any such termination for default shall not in any way operate to preclude COUNTY from also pursuing all available remedies against the contractor and it sureties for said breach or default.

D. Waiver for Remedies for any Breach - In the event that COUNTY elects to waive its remedies for any breach by Contract of any covenant, term or condition of this Contract, such waiver by COUNTY shall not limit COUNTY's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

13. Government-wide Debarment And Suspension (Nonprocurement).

A. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

B. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

C. By signing and submitting its certification of this RFP the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the COUNTY. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

14. Privacy Act.

A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,5 U.S.C. § 552a. Among other things,

the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

15. Civil Rights Requirements.

The following requirements apply to the underlying Contract:

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and at 49 U.S.C. § 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin,sex, age, or disability. In addition, the contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:

I. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and federal transit laws at 49 U.S.C. § 5332. CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

II. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967,as amended, 29 U.S.C. § 623 and federal transit law at 49 U.S.C. § 5332, the contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

III. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

C. The contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

16. Breaches And Dispute Resolution.

A. Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Authorized Representative of the COUNTY. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the contractor otherwise furnishes a written appeal to the COUNTY. In connection with any such appeal, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the COUNTY shall be binding upon the contractor and the contractor shall abide by the decision.

B. Performance During Dispute - Unless otherwise directed by COUNTY, the contractor shall continue performance under this Contract while matters in dispute are being resolved.

C. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

D. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the COUNTY and the contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the COUNTY is located.

E. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the COUNTY or the contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

17. Transit Employee Protective Agreements.

A. The contractor agrees to comply with applicable transit employee protective requirements as follows:

I. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

II. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.§5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. §5333(b) are necessary or appropriate for the state and the public body sub Recipient for which work is performed on the underlying contract, the contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

III. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31,1979, and the procedure implemented by U.S. DOL or any revision thereto.

B. The contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

18. Disadvantaged Business Enterprise (DBE).

A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. A separate DBE Contract goal has not been established for this procurement.

C. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by the contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as COUNTY deems appropriate. Each subcontract the contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

D. The successful Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

E. The contractor shall pay its subcontractors or suppliers within seven (7) calendar days of receipt of each progress payment from the COUNTY. The contractor shall pay for the amount of work performed or materials supplied by each subcontractor or supplier as accepted and approved by the COUNTY with each progress payment. In addition, any reduction of retention by the COUNTY to the Contract shall result in a corresponding reduction to subcontractors or suppliers who have performed satisfactory work. The contractor shall pay subcontractors or suppliers the reduced retention within fourteen (14) calendar days of the payment of the reduction of the retention to the contractor. No contract between the contractor and its subcontractors and suppliers may materially alter the rights of any subcontractor or supplier to receive prompt payment and retention reduction as provided herein. If the contractor fails to make payments in accordance with these provisions, the COUNTY may take any one or more of the following actions and the contractor agrees that the COUNTY may take such actions: (1) to hold the contractor in default under this Contract; (2) withhold future payments including retention until proper payment has been made to subcontractors or suppliers in accordance with these provisions; (3) reject all future bids from the contractor for a period not to exceed one (1)year from substantial completion date of this project; or (4) terminate Contract.

F. The contractor must promptly notify the COUNTY whenever a DBE subcontract or performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the COUNTY.

19. Incorporation Of Federal Transit Administration (FTA) Terms.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.IE, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any COUNTY requests which would cause the COUNTY to be in violation of the FTA terms and conditions.

20. Drug And Alcohol Testing.

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 655 before February 28 and to submit the Management Information System (MIS) reports before February 28 to the Regional Transit Manager. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Exhibit B to Agreement for Transportation Services

The following table represents the approximate level of service expected to be reached during the term of this agreement.

Month	Trips 1 way trips	Hours	Mileage
Jul	209	174	3,298
Aug	222	241	5,986
Sep	130	122	2,506
Oct	159	115	1,939
Nov	94	124	2,465
Dec	131	107	2,419
Jan	110	126	2,813
Feb	148	140	3,219
Mar	105	83	1,728
Apr	108	100	2,369
May	123	112	1,998
Jun	103	93	2,024
Total	**1,642**	**1,537**	**32,764**

Exhibit C to Agreement for Transportation Services

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

IN THE MATTER OF APPROVING
ZERO TOLERANCE
DRUG AND ALCOHOL TESTING POLICY
FOR TRANSIT OPERATORS UNDER CONTRACT WITH SIERRA COUNTY

Resolution 2018-_063__

A. PURPOSE

1) Sierra County provides public transit and paratransit services for the residents of *Sierra County and the City of Loyalton through contracts with Incorporated Senior Citizens of Sierra County and Golden Rays Senior Citizens of Sierra County (hereinafter referred to as "Transit Operators").* The County requires that these services are delivered safely, efficiently, and to that end has established a policy requiring that the Transit Operators maintain a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. The County also requires that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol be prohibited for all employees.

2) The purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result or test refusal. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.

3) Any provisions set forth in this policy that are included under the sole authority of Sierra County and <u>are not</u> provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of Sierra County will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

B. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all Transit Operator employees, which employees are deemed to be safety-sensitive employees (full-or part-time) when performing safety sensitive duties. See Attachment A for a list of employees and the authority under which they are included.

A safety-sensitive function is operation of transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of revenue service vehicles and any transit employee who operates a vehicle that requires a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

C. DEFINITIONS

Accident: An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

a. An individual dies;
b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Adulterated specimen: A specimen that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

Alcohol Concentration: Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

Aliquot: A fractional part of a specimen used for testing. It is taken as a sample representing the whole specimen.

Canceled Test: A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is canceled. A canceled test is neither positive nor negative.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

Confirmatory Validity Test: A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee Under FTA Authority: An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

Covered Employee Under Company Authority: An employee, applicant, or transferee that will not perform a safety-sensitive function as defined by FTA but is included under the company's own authority. (See Attachment A).

Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

DOT, The Department (DOT Agency): These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety

Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

Dilute specimen: A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Evidentiary Breath Testing Device (EBT): A Device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations and appears on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

Initial Drug Test: (Screening Drug Test) The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid.

Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

Limit of Detection (LOD): The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

Limit of Quantitation: For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has a specific gravity value lower than expected for human urine.

Negative result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

Non-negative test result: A urine specimen that is reported as adulterated, substitute, invalid, or positive for drug/drug metabolites.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result: The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

Prohibited drug: Identified as marijuana, cocaine, opioids, amphetamines (including ecstasy), or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

Reconfirmed: The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

Rejected for Testing: The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service.

Safety-sensitive functions: Employee duties identified as:

(1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
(2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
(3) Maintaining a revenue service vehicle or equipment used in revenue service.
(4) Controlling the movement of a revenue service vehicle; and
(5) Carrying a firearm for security purposes.

Split Specimen Collection: A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at https://www.transportation.gov/odapc/sap) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted specimen: A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

Test Refusal: The following are considered a refusal to test if the employee:

(1) Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer.
(2) Fails to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
(3) Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
(4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen.
(5) Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.

(6) Fails or declines to take a second test the employer or collector has directed you to take.
(7) Fails to undergo a medical examination or evaluation, as directed by the MRO or as directed by the DER.
(8) Fails to cooperate with any part of the testing process.
(9) If the MRO reports that there is verified adulterated or substituted test result.
(10) Failure or refusal to sign Step 2 of the alcohol testing form.
(11) Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
(12) Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
(13) Admit to the collector or MRO that you adulterated or substituted the specimen.
(14) Fail to remain readily available following an accident

Vehicle: A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

Verified negative test: A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified positive test: A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

Validity testing: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

D. EDUCATION AND TRAINING

1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal

health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

E. PROHIBITED SUBSTANCES

1) Prohibited substances addressed by this policy include the following.

   a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy.

      Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as described in Section H of this policy. Employees covered under company authority will also be tested for these same substances. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

   b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a the Transit Operator and Sierra County Department of Transportation supervisor and the employee

is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.

c. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. A random or reasonable suspicion alcohol test can only be performed on a covered employee under 49 CFR Part 655 just before, during, or just after the performance of safety-sensitive job functions. Under Sierra County Department of Transportation authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.

F. PROHIBITED CONDUCT

1) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.

2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.

3) The Transit Operator shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.

4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
   a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the USDOT-FTA drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT-FTA regulations require the

employee to be removed from the performance of safety-sensitive duties until:

i. The employee's alcohol concentration measures less than 0.02; or
ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.

5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.

6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

7) Covered employees are prohibited from consuming of alcohol at all times the employee is on duty, or anytime the employee is in uniform.

8) Consistent with the Drug-free Workplace Act of 1988, all Sierra County Department of Transportation employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

G. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the Transit Operator and the Sierra County Department of Transportation management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q of this policy.

H. TESTING REQUIREMENTS

1) Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49 CFR Part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up. All employees covered under company authority will also be subject to testing for reasonable suspicion, post-accident, random and return to duty/follow-up using non-DOT testing forms.

2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion and random alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Drug and alcohol tests are to be administered through the County of Sierra and coordinated with the County's Department of Transportation. Under Sierra County authority a non-DOT alcohol test can be performed any time a covered employee is on duty.

3) All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with their respective Transit Operator. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

I. DRUG TESTING PROCEDURES

1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.

2) The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.

3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical

explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to the Sierra County Department of Transportation Drug and Alcohol Program Manager (DAPM). If a legitimate explanation is found, the MRO will report the test result as negative.

4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.

5) Any covered employee who questions the results of a required drug test under paragraphs L through P of this policy may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. Sierra County will ensure that the cost for the split specimen are covered in order for a timely analysis of the sample, <u>however the Transit Operator will seek reimbursement for the split sample test from the employee.</u>

6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.

7) The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.

8) Observed collections

a. Consistent with 49 CFR Part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:

i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Sierra County Department of Transportation that there was not an adequate medical explanation for the result;

ii. The MRO reports to Sierra County Department of Transportation that the original positive, adulterated, or substituted test result had to be canceled because the test of the split specimen could not be performed;

iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).

iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;

v. The temperature on the original specimen was out of range;

vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.

vii. All follow-up-tests; or

viii. All return-to-duty tests.

J. ALCOHOL TESTING PROCEDURES

1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for

"Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

2) An employee who has a confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q. of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours <u>or for the duration of the work day whichever is longer</u> and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.

3) Sierra County Department of Transportation affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a canceled test.

4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

K. <u>PRE-EMPLOYMENT TESTING</u>

1) All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.

   a. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.

   b. An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.

   c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be referred to a Substance Abuse Professional. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.

   d. When an employee being placed, transferred, or promoted from a non-covered position to a covered position under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.

   e. If a pre-employment test is canceled, Sierra County Department of Transportation will require the applicant to take and pass another pre-employment drug test.

   f. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.

   g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

h. Applicants are required (even if ultimately not hired) to provide to the Transit Operator which they are applying to for employment and to *Sierra County Department of Transportation* with signed written releases requesting USDOT drug and alcohol records from all previous, DOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. The Transit Operator is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a DOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a DOT covered employer, the applicant must provide the Transit Operator which they are applying to for employment and to Sierra County Department of Transportation proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

L. REASONABLE SUSPICION TESTING

1) All Transit Operators covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. A reasonable suspicion drug test can be performed any time the covered employee is on duty.

2) The Transit Operator shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.

3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the Transit Operator and to Sierra County Department of Transportation.

4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with Section Q of this policy. The Transit Operator shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of the Transit Operator. **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

M. POST-ACCIDENT TESTING

1) FATAL ACCIDENTS - All covered employees will be required to undergo urine and breath testing if they are involved in an accident with a transit vehicle regardless of whether or not the vehicle is in revenue service that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident. as determined by the employer using the best information available at the time of the decision.

2) NON-FATAL ACCIDENTS - A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:

   a. The accident results in injuries requiring immediate transportation to a medical treatment facility away from the scene; and the covered employee may have contributed to the accident;
   b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, and the covered employee may have contributed to the accident.

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that Transit Operator is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), the Transit Operator may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

N. RANDOM TESTING

1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees. Employees covered under company authority will be selected from a pool of non-DOT-covered employees.

2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.

3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA administrator. The current year testing rates can be viewed online at https://www.transportation.gov/odapc/random-testing-rates.

4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.

5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained with the testing pool of safety sensitive employees that are included under Sierra County authority.

6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety sensitive duty. However, under The Transit Operator's authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.

7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

O. RETURN-TO-DUTY TESTING

The Transit Operator will be required to and shall terminate the employment of any employee that tests positive or refuses a test as specified in section Q of this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the

return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. For an initial positive drug test a Return-to-Duty drug test is required and an alcohol test is allowed. For an initial positive alcohol test a Return-to-Duty alcohol test is required and a drug test is allowed. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety.

P. FOLLOW-UP TESTING

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

Q. RESULT OF DRUG/ALCOHOL TEST

1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, referred to a list of USDOT qualified Substance Abuse Professionals (SAPs) for assessment, and will be terminated.

2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the

test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

3) Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and a direct act of insubordination and shall result in termination and referral to list of USDOT qualified SAPs. A test refusal includes the following circumstances:
    a. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer.
    b. Fails to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
    c. Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
    d. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen.
    e. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
    f. Fails or declines to take a second test the employer or collector has directed you to take.
    g. Fails to undergo a medical examination or evaluation, as directed by the MRO, or as directed by the DER.
    h. Fails to cooperate with any part of the testing process.
    i. If the MRO reports that there is verified adulterated or substituted test result.
    j. Failure or refusal to sign Step 2 of the alcohol testing form.
    k. Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
    l. Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
    m. Admit to the collector or MRO that you adulterated or substituted the specimen.
    n. Fail to remain readily available following an accident.

4) An alcohol test result of ≥0.02 to ≤ 0.039 BAC shall result in the removal of the employee from duty for eight hours or the remainder or the work day

whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a NON DOT alcohol test with a result of less than 0.02 BAC. If the employee has an alcohol test result of ≥ 0.02 to ≤ 0.039 two or more times within a six month period, the employee will be removed from duty and referred for assessment and treatment consistent with Section Q of this policy.

5) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:

   a. Mandatory referral for an assessment by an employer approved substance abuse professional for assessment, formulation of a treatment plan, and execution of a return to work agreement;
   b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from the Transit Operator employment.
      i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as defined in Section P of this policy.
   c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. **All tests conducted as part of the return to work agreement will be conducted under company authority and will be performed using non-DOT testing forms.**
   d. **A self-referral or management referral to the employer's approved substance abuse professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.**
   e. Periodic unannounced follow-up drug/alcohol test conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy;.
   f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Sierra County Department of Transportation.
   g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.

6) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

R. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

S. PROPER APPLICATION OF THE POLICY

The Transit Operator is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

T. INFORMATION DISCLOSURE

1) Drug/alcohol testing records shall be maintained by the Sierra County Department of Transportation Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.

2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.

3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need to know basis.

4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.

5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on

behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.

6) Records will be released to the National Transportation Safety Board during an accident investigation.

7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.

8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.

9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Sierra County Department of Transportation or the employee.

10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken.

11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

In accordance with the requirements for use of FTA 5311 Program Funds and applicable provisions of federal laws and regulations, the Sierra County Board of Supervisors adopted the above policy as a requirement to be adhered to by all contractors conducting transit operations under contract with the County on *June 5, 2018 by the following vote:*

AYES: Supervisors Adams,Roen,Beard,Schlefstein
NOES: None
ABSENT: Supervisor Huebner
ABSTAIN: None

COUNTY OF SIERRA

SCOTT A. SCHLEFSTEIN
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

DAVID PRENTICE
COUNTY COUNSEL

Attachment A

Job Title	Job Duties	Testing Authority
Van Driver	Driving Transit Vehicles	FTA

Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individuals(s).

Sierra County Department of Transportation Drug and Alcohol Program Manager
Name: Tim H. Beals
Title: Director of Transportation
Address: P.O. Box 98
Downieville, CA 95936
Telephone: 530-289-3201

Sierra County Department of Transportation Department Employee Representative
Name: Lynnea White
Title: Fiscal Manager
Address: P.O. Box 98
Downieville, CA 95936
Telephone: 530-289-3201

Substance Abuse Professionals
Name: Dr. Robert Harelson or Jo St. Peters
Title: Substance Abuse Professional (SAP)
Address: 1350 Hayes Street, Suite B-100
Benicia, CA 94510
Telephone: (707) 747-0117
1-800-937-7770

HHS Certified Laboratory Primary Specimen
Name: Abbott
Address: 111 Newton Street
Gretna, LA 70053
Telephone: 1-800-433-3823 ext. 68295

HHS Certified Laboratory Split Specimen
Name: Baptist Medical Labs
Address: 3333 Springhill Drive
Little Rock, AR 72117
Telephone: (501) 227-8478

DRUG AND ALCOHOL POLICY ADDENDUM EFFECTIVE: JANUARY 1, 2018

The United States Department of Transportation (USDOT) – Office of Drug and Alcohol Policy and Compliance (ODAPC) has issued an update to USDOT's drug and alcohol testing regulation (49 CFR Part 40). The new regulation has been revised and the changes (summarized below) will become effective on January 1, 2018. Therefore, the DRUG AND ALCOHOL TESTING POLICY FOR TRANSIT OPERATORS UNDER CONTRACT WITH SIERRA COUNTY is amended as follows:

1. CHANGES TO THE DRUG TESTING PANEL
    a. Four new opioids added to the drug testing panel –
        i. The USDOT drug test remains a "5-panel" drug test; however, the list of opioids for which are tested will expand from three to seven opioids.
        ii. The "opioid" category will continue to test for codeine, morphine, and heroin; however, the "opioid" testing panel will now be expanded to include four (4) new semi-synthetic opioids:
            1. (1) Hydrocodone, (2) Hydromorphone, (3) Oxycodone, and (4) Oxymorphone.
            2. Common brand names for these semi-synthetic opioids include, but may not be limited to: OxyContin®, Percodan®, Percocet®, Vicodin ®, Lortab®, Norco®, Dilaudid®, Exalgo®.
    b. 'MDA' will be tested as an initial test analyte
    c. 'MDEA' will no longer be tested for under the "amphetamines" category.
2. BLIND SPECIMEN TESTING
    a. The USDOT no longer requires blind specimens to be submitted to laboratories.
3. ADDITIONS TO THE LIST OF "FATAL FLAWS"
    a. The following three circumstances have been added to the list of "fatal flaws":
        i. No CCF received by the laboratory with the urine specimen.
        ii. In cases where a specimen has been collected, there was no specimen submitted with the CCF to the laboratory.
        iii. Two separate collections are performed using one CCF.

4. MRO VERIFICATION OF PRESCRIPTIONS
    a. When a tested employee is taking a prescribed medication, after verifying the prescription and immediately notifying the employer of a verified negative result, the MRO must then (after notifying the employee) wait five (5) business days to be contacted by the employee's prescribing physician before notifying the employer of a medical qualification issue or significant safety risk.
        i. Specifically, in cases where an MRO verifies a prescription is consistent with the Controlled Substances Act, but that the MRO has still made a determination that the prescription may disqualify the employee under other USDOT medical qualification requirements, or that the prescription poses a significant safety-risk, the MRO must advise the employee that they will have five (5) business days from the date the MRO reports the verified negative result to the employer for the employee to have their prescribing physician contact the MRO. The prescribing physician will need to contact the MRO to assist the MRO in determining if the medication can be changed to one that does not make the employee medically unqualified or does not pose a significant safety risk. If in the MRO's reasonable medical judgment, a medical qualification issue or a significant safety risk still remains after the MRO communicates with the employee's prescribing physician, or after five (5) business days, whichever is shorter, the MRO must communicate this issue to the employer consistent with 49 CFR Part 40.327.
5. DEFINITIONS
    a. The term "***DOT, the Department, DOT Agency***"
        i. Modified to encompass all DOT agencies, including, but not limited to, FAA, FRA, FMCSA, FTA, PHMSA, NHTSA, Office of the Secretary (OST), and any designee of a DOT agency.
        ii. For the purposes of testing under 49 CFR Part 40, the USCG (in the Department of Homeland Security) is considered to be a DOT agency for drug testing purposes.
    b. The term "***Opiate***" is replaced with the term "***Opioid***" in all points of reference.

c. The definition of "***Alcohol Screening Device*** (ASD)" is modified to include reference to the list of approved devices as listed on ODAPC's website.
d. The definition of "***Evidential Breath Testing Device*** (EBT)" is modified to include reference to the list of approved devices as listed on ODAPC's website.
e. The definition of "***Substance Abuse Professional*** (SAP)" will be modified to include reference to ODAPC's website. The fully revised definition includes:
    i. A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at https://www.transportation.gov/odapc/sap) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

NOTE: The revisions listed in this addendum include only those revisions to 49 CFR Part 40 which may be referenced in our drug & alcohol testing policy. A list of all the revisions made to 49 CFR Part 40 can be found at https://www.transportation.gov/odapc.

Addendum Authorization Date: June 5, 2018

Authorized Official (Printed Name): Scott A. Schlefstein

Authorized Official (Signature): _____

Employee (Printed Name):

Employee (Signature): _____

Employee Receipt Date: _____

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Public Works and Transportation
APPROVING PARTY: Tim H. Beals, Director
PHONE NUMBER: 530-289-3201

AGENDA ITEM: Agreement for Transportation Services in the amount of $54,000 between County of Sierra and Incorporated Senior Citizens of Sierra County for FY 2021.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other

BACKGROUND INFORMATION: Renewal of the transit contract with Incorporated Senior Citizens for fiscal year 2021 is recommended , in accordance with the renewal option provided in the RFP issued on April 23, 2015, which is also outlined in the agreement, and in accordance with the transit budget as approved by the Sierra County Transportation Commission.

FUNDING SOURCE: TRANSIT, FTA 5311, LTF, STA
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $54,000 N/A

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☒Yes ☐No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

AGREEMENT FOR
TRANSPORTATION SERVICES IN SIERRA COUNTY

This Agreement is made and entered into on the 16th day of June, 2020 between the County of Sierra, hereafter referred to as "County" and the **Incorporated Senior Citizens of Sierra County**, hereafter referred to as "Contractor", by reason of and in view of the following:

RECITALS

1. Whereas, Contractor has been providing transportation services for elderly, handicapped and general public in western Sierra County since 1979, through operation of a multi-passenger vehicle; and,

2. Whereas, the Sierra County Transportation Commission (SCTC) is the agency in Sierra County responsible for allocation of funds provided to meet the transit needs in the County, under the Transportation Development Act (TDA) (California Public Utilities Code, section 99200, et seq.); and,

3. Whereas, Sierra County Transportation Commission (SCTC) at its May 20, 2020 meeting conducted the required and duly noticed annual Unmet Transit Needs hearing and established the existence of transportation needs that can reasonably be met by use of Transportation Development Act (TDA) Funds; and,

4. Whereas, because of the rural nature of the County and the limited number of residents, no other effective form of public transportation is reasonably available to meet the public transit needs in Sierra County; and,

5. Whereas, the County and SCTC desire to continue to contract for transit services with Contractor to provide transportation for the elderly and disabled, and for the general public in Sierra County in order to meet transit needs which have been defined as "Reasonable to Meet"; and,

6. Whereas, on April 23, 2015 the County issued a Request for Proposals for Public Transit Services and the Contractor has submitted a proposal to provide transit services in accordance with the requirements of the Request for Proposals to western Sierra County for fiscal year 2015-16, with the intent that the selected provider will be used to provide transit services in the County for a period of seven years including fiscal year 2020-21; and,

7. Whereas, all operating agreements are subject to the review of the Division of Mass Transportation for compliance to Federal Transit Administration (FTA) Third Party Contract Requirements 4220.1E.

OPERATIVE PROVISIONS

Now, therefore and in light of the foregoing, it is agreed:

1. County hereby designates and approves Contractor as a transit operator for the purpose of providing transportation service to the elderly, disabled and general public in Sierra County from July 1, 2020 to June 30, 2021. Contractor shall provide those services as described

more thoroughly herein.

2. Contractor shall provide transportation in a manner reasonably calculated to meet the needs of the elderly and disabled and general public for shopping, medical appointments and social transportation. Use of the transit vehicle will be scheduled and provided so as to promote maximum occupancy during use. The level of service shall not be substantially less than the trips, hours, and mileage set forth in Exhibit B as attached hereto and incorporated herein.

3. Transportation services will be provided to the elderly, defined as persons age 55 and over, to disabled persons and the general public.

4. Contractor agrees to provide an opportunity for persons utilizing the transportation to contribute to paying their costs of operation and agrees further to use all fees or donations received to pay costs of operation of the service. Contractor must comply with all legal requirements, including but not limited to any prohibition on direct charges for services provided to seniors as long as sufficient funds are received from Contractor to defray costs of providing transportation for senior citizens in an amount no less than ten percent ten percent of total annual operating budget (10% fare box revenue). Contractor will make all possible good faith efforts to secure donations and ensure adequate user-support of the transit vehicle.

5. County agrees and approves of Contractor receiving funds from SCTC for the purpose of providing the transportation services hereunder in the total amount of $54,000.00 as TDA funding including State Transit Assistance (STA), Local Transportation Funding (LTF) and FTA 5311 funding as available during fiscal year 2021. Contractor shall receive quarterly payments based upon invoice for services provided the previous quarter and based on the operating budget approved by the SCTC at the May 20, 2020 meeting.

6. Contractor shall be deemed to be an independent contractor for all purposes of this Agreement. For the purpose of facilitating the drug testing as described in paragraph 8 of this Agreement, County shall include Contractor's employees in County's drug testing procedures and programs.

7. No employee of Contractor shall acquire any employment rights with County by virtue of this Agreement. Contractor agrees it will be solely responsible for negligent or wrongful acts of its agents in performance of this contract. Contractor will defend, hold harmless and indemnify County for losses caused by Contractor's negligent or willful acts of omission or commission in performance of this contract.

8. In accordance with the requirements for use of FTA 5311 Program Funds and applicable provisions of federal laws and regulations, the County has adopted the Drug and Alcohol Policy for Transit Operators under Contract with the County, which Policy, identified as Exhibit C, is attached hereto and incorporated herein by this reference. Contractor shall comply with the requirements for drug testing of transit drivers and other safety sensitive personnel, in accordance with the aforesaid Policy as set out in Exhibit C. Contractor shall provide the County with continuously updated list of names of transit vehicle drivers, including driver license numbers, social security numbers and birth dates, and all transit vehicle drivers shall be required to comply with all County and Federal Transit

Administration (FTA) drug testing requirements. County shall be immediately notified of addition of any new transit vehicle drivers. All new transit vehicle drivers must be drug tested and be found to be in compliance with drug test requirements prior to driving any vehicles owned, operated or controlled by Contractor. Subject to the County's consent, the transit vehicle drivers shall be included in the County's employee pool for purpose of selections of employees for random drug testing. Contractor shall reimburse County for drug testing costs. To the extent practicable, County will endeavor to facilitate Contractor's use of the Employee Assistance & Substance Abuse Programs that are provided by third party contractors; provided however, that at all times, Contractor shall be deemed to be and is the employer of employees hired by Contractor.

9. Contractor shall maintain liability insurance during the term of this Agreement in the amount of $5,000,000 Liability Bodily Injury and Property Damage, $250,000 Uninsured Motorist Protection.

10. Contractor shall supply County with a certificate of insurance evidencing the above, which shall provide for 30 days' notice to County in the event of cancellation. County shall be named as an additional insured.

11. It is the intent of the County that the selected provider resulting from the Request for Proposals of April 23, 2015 will be used to provide transit services in the County for a period of seven years. Because the level of service and compensation to the Contractor will vary in each year dependent on both demand for service and the availability of funding, the intent is to annually revise this Agreement in order to address these variables.

12. In the event Contractor is unable for any reason to provide the transportation services provided for herein, this Agreement may immediately be terminated and Contractor shall thereafter no longer be eligible to receive any monies and shall be required to return to SCTC any monies advanced and not expended in providing the subject transit services.

13. Contractor shall provide the County auditors and SCTC with a financial audit by a Certified Public Accountant within ninety (90) days after the end of the fiscal year and a performance audit is to be conducted every third year.

14. No change of the terms of this Agreement shall be valid unless in writing and signed by the parties.

15. Contractor shall comply with all Federal Transit Administration Requirements for Third Party Contracts, including but not limited those outlined in Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Agreement, at Downieville, Sierra County, California.

COUNTY OF SIERRA	CONTRACTOR
_____	_____
James Beard Chairman, Board of Supervisors	Incorporated Senior Citizens of Sierra County
ATTEST:	APPROVED AS TO FORM:
_____	_____
Heather Foster Clerk of the Board	David Prentice County Counsel

Exhibit A to Agreement for Transportation Services

Required Federal Contracting Clauses

The Federal Government requires that activities financed, in part, with Federal funds and performed by a third party Contractor and its sub-contractors on behalf of a Federal grantee must be carried out in accordance with Federal requirements.

Activities performed resulting from the original contract to this and any other prior or subsequent contract amendments thereto are financed, in part, by a grant from the United States Department of Transportation (DOT), Federal Transit Administration (FTA), and are therefore subject to the applicable grant terms, conditions, and regulations.

Accordingly, any Contractor and its sub-contractors performing activities under this Agreement must adhere to the Federal regulations stated herein as a condition of satisfactory performance. All subcontracts and sub-contractors employed as a result of this Agreement are subject to the same conditions and regulations as set forth herein unless specifically exempted.

The Prime Contractor shall ensure that its subcontractors at all tiers are made aware of and comply with these Federal regulations. The Prime Contractor will be held liable for compliance failures by its subcontractors.

Failure to comply will render the Prime Contractor responsible for damages and/or contract termination.

1. Charter Bus Requirements.
The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

2. School Bus Requirements.
Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

3. Energy Conversation Requirements.
The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

4. Clean Water Requirements.

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251et seq. contractor agrees to report each violation immediately to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to FTA the appropriate EPA Regional Office, state and local agencies.
B. CONTRACTOR also agrees to include these requirements in each subcontract exceeding $100,000financed in whole or in part with federal assistance provided by FTA.

5. Lobbying.
The contractor shall file the certification required by 49 CFR Part 20, "New Restrictions on

Lobbying.". Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any Person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal Contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the COUNTY.

During the term of the contract, the contractor agrees to comply with the provisions of 31 U.S.C. § Section 1352, which prohibits the use of federal funds for lobbying by any official or employee of any federal agency, or member or employee of Congress and requires CONTRACTOR to disclose any lobbying of any official or employee or any federal agency, or member or employee of Congress in connection with federal assistance. The contractor agrees to comply with U.S. DOT regulations, 17 "New Restrictions on Lobbying;' 49 CFR Part 20 and include these requirements in any subcontract which exceeds $100,000. The successful Proposer must execute the Restriction on Lobbying certification (Exhibit C) and said fully completed certification will be included in their Proposal.

6. Access To Records and Reports. .

The following access to records requirements apply to this Contract:

A. Where the COUNTY is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. Part 18.36(i), the contractor agrees to provide the COUNTY, the FTA Administrator, the Comptroller General of the United States or any of their Authorized Representatives access to any books, documents, papers and records of the contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.

   The contractor also agrees, pursuant to 49 C.F.R. Part 633.17 to provide the FTA Administrator or his Authorized Representatives including any PMO contractor access to the contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. § 5307, 5309 or 5311.

B. Where the COUNTY is a State and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. Part 633.17, the contractor agrees to provide the COUNTY, the FTA Administrator or his Authorized Representatives, including any PMO contractor, access to the contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)l, which is receiving federal financial assistance through the programs described at 49 U.S.C. § 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $25,000.

C. Where the COUNTY enters into a negotiated Contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. Part 19.48, the contractor agrees to provide the COUNTY, FTA Administrator, the Comptroller General of the United States or any of their duly Authorized Representatives with access to any books, documents, papers and record of the contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.

D. Where any COUNTY which is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 U.S.C. § 5325(a) enters into a Contract for a capital project or improvement (defined at 49 U.S.C. § 5302(a)l) through other than competitive bidding, the contractor shall make available records related to the Contract to the COUNTY, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

E. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

F. The contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the contractor agrees to maintain same until the COUNTY, the FTA Administrator, the Comptroller General, or any of their duly Authorized Representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

G. FTA does not require the inclusion of these requirements in subcontracts.

7. Federal Changes.
The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract (The FTA Master Agreement) between the COUNTY and FTA, as they may be amended or promulgated from time to time during the term of this Contract. The contractor's failure to so comply shall constitute a material breach of the Contract.

8. Clean Air.

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The contractor agrees to immediately report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office state and local agencies.

B. The contractor also agrees to include these requirements in each subcontract exceeding$100,000 financed in whole or in part with federal assistance provided by FTA.

9. Recycled Products.
The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247**.**

10. No Government Obligation To Third Parties

A. The COUNTY and the contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the COUNTY, the contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

B. The contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

11. Program Fraud And False Or Fraudulent Statements And Related Acts.

A. The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the federal government deems appropriate.

B. The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement submission, or certification to the federal government under a Contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C.

§5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and49 U.S.C. § 5307(n)(l) on the contractor, to the extent the federal government deems appropriate.

C. The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identity the Subcontractor who will be subject to the provisions.

12. Termination.

A. Termination for Convenience - The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the COUNTY's interest. If this contract is terminated, the COUNTY shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

B. Termination for Default (Breach or Cause) - If the contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the contractor fails to perform in the manner called for in the contract, or if the contractor fails to comply with any other provisions of the contract, the COUNTY may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the COUNTY that the contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the contractor, the COUNTY, after setting up a new delivery of performance schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

C. Opportunity to Cure - The COUNTY in its sole discretion may, in case of a termination for breach or default, allow the contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the contractor fails to remedy to COUNTY's satisfaction the breach or default of any of the terms, covenants, or conditions of the Contract within ten(10) days after receipts by the contractor of written notice from COUNTY setting forth the nature of said breach or default, COUNTY shall have the right to terminate the Contract without any further obligation to the contractor. Any such termination for default shall not in any way operate to preclude COUNTY from also pursuing all available remedies against the contractor and it sureties for said breach or default.

D. Waiver for Remedies for any Breach - In the event that COUNTY elects to waive its remedies for any breach by Contract of any covenant, term or condition of this Contract, such waiver by COUNTY shall not limit COUNTY's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

13. Government-wide Debarment And Suspension (Nonprocurement).

A. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

B. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

C. By signing and submitting its certification of this RFP the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the COUNTY. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

14. Privacy Act.

A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,5 U.S.C. § 552a. Among other things,

the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

15. Civil Rights Requirements.

The following requirements apply to the underlying Contract:

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and at 49 U.S.C. § 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:

I. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and federal transit laws at 49 U.S.C. § 5332. CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

II. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967,as amended, 29 U.S.C. § 623 and federal transit law at 49 U.S.C. § 5332, the contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

III. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

C. The contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

16. Breaches And Dispute Resolution.

A. Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Authorized Representative of the COUNTY. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the contractor otherwise furnishes a written appeal to the COUNTY. In connection with any such appeal, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the COUNTY shall be binding upon the contractor and the contractor shall abide by the decision.

B. Performance During Dispute - Unless otherwise directed by COUNTY, the contractor shall continue performance under this Contract while matters in dispute are being resolved.

C. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of , agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

D. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the COUNTY and the contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the COUNTY is located.

E. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the COUNTY or the contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

17. Transit Employee Protective Agreements.

A. The contractor agrees to comply with applicable transit employee protective requirements as follows:

I. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215,and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

II. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.§5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. §5333(b) are necessary or appropriate for the state and the public body sub Recipient for which work is performed on the underlying contract, the contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

III. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31,1979, and the procedure implemented by U.S. DOL or any revision thereto.

B. The contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

18. Disadvantaged Business Enterprise (DBE).

A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. A separate DBE Contract goal has not been established for this procurement.

C. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by the contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as COUNTY deems appropriate. Each subcontract the contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

D. The successful Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

E. The contractor shall pay its subcontractors or suppliers within seven (7) calendar days of receipt of each progress payment from the COUNTY. The contractor shall pay for the amount of work performed or materials supplied by each subcontractor or supplier as accepted and approved by the COUNTY with each progress payment. In addition, any reduction of retention by the COUNTY to the Contract shall result in a corresponding reduction to subcontractors or suppliers who have performed satisfactory work. The contractor shall pay subcontractors or suppliers the reduced retention within fourteen (14)calendar days of the payment of the reduction of the retention to the contractor. No contract between the contractor and its subcontractors and suppliers may materially alter the rights of any subcontractor or supplier to receive prompt payment and retention reduction as provided herein. If the contractor fails to make payments in accordance with these provisions, the COUNTY may take any one or more of the following actions and the contractor agrees that the COUNTY may take such actions: (1) to hold the contractor in default under this Contract; (2) withhold future payments including retention until proper payment has been made to subcontractors or suppliers in accordance with these provisions; (3) reject all future bids from the contractor for a period not to exceed one (1)year from substantial completion date of this project; or (4) terminate Contract.

F. The contractor must promptly notify the COUNTY whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the COUNTY.

19. Incorporation Of Federal Transit Administration (FTA) Terms.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.IE, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any COUNTY requests which would cause the COUNTY to be in violation of the FTA terms and conditions.

20. Drug And Alcohol Testing.

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 655 before February 28 and to submit the Management Information System (MIS) reports before February 28 to the Regional Transit Manager. To certify compliance the contractor shall use the "Substance Abuse Certifications" inthe "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Exhibit B to Agreement for Transportation Services

The following table represents the approximate level of service expected to be reached during the term of this agreement.

Month	Trips 1 way trips	Hours	Mileage
Jul	209	174	3,298
Aug	222	241	5,986
Sep	130	122	2,506
Oct	159	115	1,939
Nov	94	124	2,465
Dec	131	107	2,419
Jan	110	126	2,813
Feb	148	140	3,219
Mar	105	83	1,728
Apr	108	100	2,369
May	123	112	1,998
Jun	103	93	2,024
Total	**1,642**	**1,537**	**32,764**

Exhibit C to Agreement for Transportation Services

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

IN THE MATTER OF APPROVING
ZERO TOLERANCE
DRUG AND ALCOHOL TESTING POLICY
FOR TRANSIT OPERATORS UNDER CONTRACT WITH SIERRA COUNTY

Resolution 2018-_063__

A. PURPOSE

1) Sierra County provides public transit and paratransit services for the residents of *Sierra County and the City of Loyalton through contracts with Incorporated Senior Citizens of Sierra County and Golden Rays Senior Citizens of Sierra County (hereinafter referred to as "Transit Operators").* The County requires that these services are delivered safely, efficiently, and to that end has established a policy requiring that the Transit Operators maintain a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. The County also requires that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol be prohibited for all employees.

2) The purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result or test refusal. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.

3) Any provisions set forth in this policy that are included under the sole authority of Sierra County and <u>are not</u> provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of Sierra County will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

B. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all Transit Operator employees, which employees are deemed to be safety-sensitive employees (full-or part-time) when performing safety sensitive duties. See Attachment A for a list of employees and the authority under which they are included.

A safety-sensitive function is operation of transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of revenue service vehicles and any transit employee who operates a vehicle that requires a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

C. DEFINITIONS

Accident: An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

a. An individual dies;
b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Adulterated specimen: A specimen that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

Alcohol Concentration: Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

Aliquot: A fractional part of a specimen used for testing. It is taken as a sample representing the whole specimen.

Canceled Test: A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is canceled. A canceled test is neither positive nor negative.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

Confirmatory Validity Test: A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee Under FTA Authority: An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

Covered Employee Under Company Authority: An employee, applicant, or transferee that will not perform a safety-sensitive function as defined by FTA but is included under the company's own authority. (See Attachment A).

Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

DOT, The Department (DOT Agency): These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety

Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

Dilute specimen: A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Evidentiary Breath Testing Device (EBT): A Device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations and appears on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

Initial Drug Test: (Screening Drug Test) The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid.

Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

Limit of Detection (LOD): The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

Limit of Quantitation: For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has a specific gravity value lower than expected for human urine.

Negative result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

Non-negative test result: A urine specimen that is reported as adulterated, substitute, invalid, or positive for drug/drug metabolites.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result: The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

Prohibited drug: Identified as marijuana, cocaine, opioids, amphetamines (including ecstasy), or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

Reconfirmed: The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

Rejected for Testing: The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service.

Safety-sensitive functions: Employee duties identified as:

(1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
(2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
(3) Maintaining a revenue service vehicle or equipment used in revenue service.
(4) Controlling the movement of a revenue service vehicle; and
(5) Carrying a firearm for security purposes.

Split Specimen Collection: A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at https://www.transportation.gov/odapc/sap) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted specimen: A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

Test Refusal: The following are considered a refusal to test if the employee:

(1) Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer.
(2) Fails to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
(3) Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
(4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen.
(5) Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.

(6) Fails or declines to take a second test the employer or collector has directed you to take.
(7) Fails to undergo a medical examination or evaluation, as directed by the MRO or as directed by the DER.
(8) Fails to cooperate with any part of the testing process.
(9) If the MRO reports that there is verified adulterated or substituted test result.
(10) Failure or refusal to sign Step 2 of the alcohol testing form.
(11) Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
(12) Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
(13) Admit to the collector or MRO that you adulterated or substituted the specimen.
(14) Fail to remain readily available following an accident

Vehicle: A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

Verified negative test: A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified positive test: A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

Validity testing: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

D. EDUCATION AND TRAINING

1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal

health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

E. PROHIBITED SUBSTANCES

1) Prohibited substances addressed by this policy include the following.

   a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy.

      Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as described in Section H of this policy. Employees covered under company authority will also be tested for these same substances. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

   b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a the Transit Operator and Sierra County Department of Transportation supervisor and the employee

is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.

c. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. A random or reasonable suspicion alcohol test can only be performed on a covered employee under 49 CFR Part 655 just before, during, or just after the performance of safety-sensitive job functions. Under Sierra County Department of Transportation authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.

F. PROHIBITED CONDUCT

1) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.

2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.

3) The Transit Operator shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.

4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
   a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the USDOT-FTA drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT-FTA regulations require the

employee to be removed from the performance of safety-sensitive duties until:

i. The employee's alcohol concentration measures less than 0.02; or
ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.

5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.

6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

7) Covered employees are prohibited from consuming of alcohol at all times the employee is on duty, or anytime the employee is in uniform.

8) Consistent with the Drug-free Workplace Act of 1988, all Sierra County Department of Transportation employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

G. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the Transit Operator and the Sierra County Department of Transportation management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q of this policy.

H. TESTING REQUIREMENTS

1) Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49 CFR Part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up. All employees covered under company authority will also be subject to testing for reasonable suspicion, post-accident, random and return to duty/follow-up using non-DOT testing forms.

2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion and random alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Drug and alcohol tests are to be administered through the County of Sierra and coordinated with the County's Department of Transportation. Under Sierra County authority a non-DOT alcohol test can be performed any time a covered employee is on duty.

3) All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with their respective Transit Operator. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

I. DRUG TESTING PROCEDURES

1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.

2) The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.

3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical

explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to the Sierra County Department of Transportation Drug and Alcohol Program Manager (DAPM). If a legitimate explanation is found, the MRO will report the test result as negative.

4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.

5) Any covered employee who questions the results of a required drug test under paragraphs L through P of this policy may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. Sierra County will ensure that the cost for the split specimen are covered in order for a timely analysis of the sample, <u>however the Transit Operator will seek reimbursement for the split sample test from the employee.</u>

6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.

7) The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.

8) Observed collections

a. Consistent with 49 CFR Part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:

i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Sierra County Department of Transportation that there was not an adequate medical explanation for the result;

ii. The MRO reports to Sierra County Department of Transportation that the original positive, adulterated, or substituted test result had to be canceled because the test of the split specimen could not be performed;

iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).

iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;

v. The temperature on the original specimen was out of range;

vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.

vii. All follow-up-tests; or

viii. All return-to-duty tests.

J. ALCOHOL TESTING PROCEDURES

1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for

"Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

2) An employee who has a confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q. of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours <u>or for the duration of the work day whichever is longer</u> and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.

3) Sierra County Department of Transportation affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a canceled test.

4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

K. <u>PRE-EMPLOYMENT TESTING</u>

1) All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.

   a. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.

   b. An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.

   c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be referred to a Substance Abuse Professional. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.

   d. When an employee being placed, transferred, or promoted from a non-covered position to a covered position under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.

   e. If a pre-employment test is canceled, Sierra County Department of Transportation will require the applicant to take and pass another pre-employment drug test.

   f. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.

   g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

h. Applicants are required (even if ultimately not hired) to provide to the Transit Operator which they are applying to for employment and to *Sierra County Department of Transportation* with signed written releases requesting USDOT drug and alcohol records from all previous, DOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. The Transit Operator is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a DOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a DOT covered employer, the applicant must provide the Transit Operator which they are applying to for employment and to Sierra County Department of Transportation proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

L. REASONABLE SUSPICION TESTING

1) All Transit Operators covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. A reasonable suspicion drug test can be performed any time the covered employee is on duty.

2) The Transit Operator shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.

3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the Transit Operator and to Sierra County Department of Transportation.

4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with Section Q of this policy. The Transit Operator shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of the Transit Operator. **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

M. POST-ACCIDENT TESTING

1) FATAL ACCIDENTS - All covered employees will be required to undergo urine and breath testing if they are involved in an accident with a transit vehicle regardless of whether or not the vehicle is in revenue service that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident. as determined by the employer using the best information available at the time of the decision.

2) NON-FATAL ACCIDENTS - A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:

   a. The accident results in injuries requiring immediate transportation to a medical treatment facility away from the scene; and the covered employee may have contributed to the accident;
   b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, and the covered employee may have contributed to the accident.

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that Transit Operator is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), the Transit Operator may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

N. RANDOM TESTING

1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees. Employees covered under company authority will be selected from a pool of non-DOT-covered employees.

2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.

3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA administrator. The current year testing rates can be viewed online at https://www.transportation.gov/odapc/random-testing-rates.

4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.

5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained with the testing pool of safety sensitive employees that are included under Sierra County authority.

6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety sensitive duty. However, under The Transit Operator's authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.

7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

O. RETURN-TO-DUTY TESTING

The Transit Operator will be required to and shall terminate the employment of any employee that tests positive or refuses a test as specified in section Q of this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the

return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. For an initial positive drug test a Return-to-Duty drug test is required and an alcohol test is allowed. For an initial positive alcohol test a Return-to-Duty alcohol test is required and a drug test is allowed. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety.

P. FOLLOW-UP TESTING

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

Q. RESULT OF DRUG/ALCOHOL TEST

1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, referred to a list of USDOT qualified Substance Abuse Professionals (SAPs) for assessment, and will be terminated.

2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the

test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

3) Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and a direct act of insubordination and shall result in termination and referral to list of USDOT qualified SAPs. A test refusal includes the following circumstances:
    a. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer.
    b. Fails to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
    c. Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
    d. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen.
    e. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
    f. Fails or declines to take a second test the employer or collector has directed you to take.
    g. Fails to undergo a medical examination or evaluation, as directed by the MRO, or as directed by the DER.
    h. Fails to cooperate with any part of the testing process.
    i. If the MRO reports that there is verified adulterated or substituted test result.
    j. Failure or refusal to sign Step 2 of the alcohol testing form.
    k. Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
    l. Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
    m. Admit to the collector or MRO that you adulterated or substituted the specimen.
    n. Fail to remain readily available following an accident.

4) An alcohol test result of ≥0.02 to ≤ 0.039 BAC shall result in the removal of the employee from duty for eight hours or the remainder or the work day

whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a NON DOT alcohol test with a result of less than 0.02 BAC. If the employee has an alcohol test result of ≥ 0.02 to ≤ 0.039 two or more times within a six month period, the employee will be removed from duty and referred for assessment and treatment consistent with Section Q of this policy.

5) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:

   a. Mandatory referral for an assessment by an employer approved substance abuse professional for assessment, formulation of a treatment plan, and execution of a return to work agreement;
   b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from the Transit Operator employment.
      i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as defined in Section P of this policy.
   c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. **All tests conducted as part of the return to work agreement will be conducted under company authority and will be performed using non-DOT testing forms.**
   d. **A self-referral or management referral to the employer's approved substance abuse professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.**
   e. Periodic unannounced follow-up drug/alcohol test conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy;.
   f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Sierra County Department of Transportation.
   g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.

6) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

R. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

S. PROPER APPLICATION OF THE POLICY

The Transit Operator is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

T. INFORMATION DISCLOSURE

1) Drug/alcohol testing records shall be maintained by the Sierra County Department of Transportation Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.

2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.

3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need to know basis.

4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.

5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on

behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.

6) Records will be released to the National Transportation Safety Board during an accident investigation.

7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.

8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.

9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Sierra County Department of Transportation or the employee.

10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken.

11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

In accordance with the requirements for use of FTA 5311 Program Funds and applicable provisions of federal laws and regulations, the Sierra County Board of Supervisors adopted the above policy as a requirement to be adhered to by all contractors conducting transit operations under contract with the County on *June 5, 2018 by the following vote:*

AYES: Supervisors Adams,Roen,Beard,Schlefstein
NOES: None
ABSENT: Supervisor Huebner
ABSTAIN: None

COUNTY OF SIERRA

SCOTT A. SCHLEFSTEIN
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

DAVID PRENTICE
COUNTY COUNSEL

Attachment A

Job Title	Job Duties	Testing Authority
Van Driver	Driving Transit Vehicles	FTA

Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individuals(s).

Sierra County Department of Transportation Drug and Alcohol Program Manager
Name: Tim H. Beals
Title: Director of Transportation
Address: P.O. Box 98
Downieville, CA 95936
Telephone: 530-289-3201

Sierra County Department of Transportation Department Employee Representative
Name: Lynnea White
Title: Fiscal Manager
Address: P.O. Box 98
Downieville, CA 95936
Telephone: 530-289-3201

Substance Abuse Professionals
Name: Dr. Robert Harelson or Jo St. Peters
Title: Substance Abuse Professional (SAP)
Address: 1350 Hayes Street, Suite B-100
Benicia, CA 94510
Telephone: (707) 747-0117
1-800-937-7770

HHS Certified Laboratory Primary Specimen
Name: Abbott
Address: 111 Newton Street
Gretna, LA 70053
Telephone: 1-800-433-3823 ext. 68295

HHS Certified Laboratory Split Specimen
Name: Baptist Medical Labs
Address: 3333 Springhill Drive
Little Rock, AR 72117
Telephone: (501) 227-8478

DRUG AND ALCOHOL POLICY ADDENDUM EFFECTIVE: JANUARY 1, 2018

The United States Department of Transportation (USDOT) – Office of Drug and Alcohol Policy and Compliance (ODAPC) has issued an update to USDOT's drug and alcohol testing regulation (49 CFR Part 40). The new regulation has been revised and the changes (summarized below) will become effective on January 1, 2018. Therefore, the DRUG AND ALCOHOL TESTING POLICY FOR TRANSIT OPERATORS UNDER CONTRACT WITH SIERRA COUNTY is amended as follows:

1. CHANGES TO THE DRUG TESTING PANEL
    a. Four new opioids added to the drug testing panel –
        i. The USDOT drug test remains a "5-panel" drug test; however, the list of opioids for which are tested will expand from three to seven opioids.
        ii. The "opioid" category will continue to test for codeine, morphine, and heroin; however, the "opioid" testing panel will now be expanded to include four (4) new semi-synthetic opioids:
            1. (1) Hydrocodone, (2) Hydromorphone, (3) Oxycodone, and (4) Oxymorphone.
            2. Common brand names for these semi-synthetic opioids include, but may not be limited to: OxyContin®, Percodan®, Percocet®, Vicodin ®, Lortab®, Norco®, Dilaudid®, Exalgo®.
    b. 'MDA' will be tested as an initial test analyte
    c. 'MDEA' will no longer be tested for under the "amphetamines" category.
2. BLIND SPECIMEN TESTING
    a. The USDOT no longer requires blind specimens to be submitted to laboratories.
3. ADDITIONS TO THE LIST OF "FATAL FLAWS"
    a. The following three circumstances have been added to the list of "fatal flaws":
        i. No CCF received by the laboratory with the urine specimen.
        ii. In cases where a specimen has been collected, there was no specimen submitted with the CCF to the laboratory.
        iii. Two separate collections are performed using one CCF.

4. MRO VERIFICATION OF PRESCRIPTIONS
    a. When a tested employee is taking a prescribed medication, after verifying the prescription and immediately notifying the employer of a verified negative result, the MRO must then (after notifying the employee) wait five (5) business days to be contacted by the employee's prescribing physician before notifying the employer of a medical qualification issue or significant safety risk.
        i. Specifically, in cases where an MRO verifies a prescription is consistent with the Controlled Substances Act, but that the MRO has still made a determination that the prescription may disqualify the employee under other USDOT medical qualification requirements, or that the prescription poses a significant safety-risk, the MRO must advise the employee that they will have five (5) business days from the date the MRO reports the verified negative result to the employer for the employee to have their prescribing physician contact the MRO. The prescribing physician will need to contact the MRO to assist the MRO in determining if the medication can be changed to one that does not make the employee medically unqualified or does not pose a significant safety risk. If in the MRO's reasonable medical judgment, a medical qualification issue or a significant safety risk still remains after the MRO communicates with the employee's prescribing physician, or after five (5) business days, whichever is shorter, the MRO must communicate this issue to the employer consistent with 49 CFR Part 40.327.
5. DEFINITIONS
    a. The term "***DOT, the Department, DOT Agency***"
        i. Modified to encompass all DOT agencies, including, but not limited to, FAA, FRA, FMCSA, FTA, PHMSA, NHTSA, Office of the Secretary (OST), and any designee of a DOT agency.
        ii. For the purposes of testing under 49 CFR Part 40, the USCG (in the Department of Homeland Security) is considered to be a DOT agency for drug testing purposes.
    b. The term "***Opiate***" is replaced with the term "***Opioid***" in all points of reference.

c. The definition of "***Alcohol Screening Device*** (ASD)" is modified to include reference to the list of approved devices as listed on ODAPC's website.
d. The definition of "***Evidential Breath Testing Device*** (EBT)" is modified to include reference to the list of approved devices as listed on ODAPC's website.
e. The definition of "***Substance Abuse Professional*** (SAP)" will be modified to include reference to ODAPC's website. The fully revised definition includes:
    i. A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at https://www.transportation.gov/odapc/sap) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

NOTE: The revisions listed in this addendum include only those revisions to 49 CFR Part 40 which may be referenced in our drug & alcohol testing policy. A list of all the revisions made to 49 CFR Part 40 can be found at https://www.transportation.gov/odapc.

Addendum Authorization Date: June 5, 2018

Authorized Official (Printed Name): Scott A. Schlefstein

Authorized Official (Signature): _____

Employee (Printed Name):

Employee (Signature): _____

Employee Receipt Date: _____

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Public Works and Transportation
APPROVING PARTY: Tim H. Beals, Director
PHONE NUMBER: 530-289-3201

AGENDA ITEM: Authorization to pay invoice 101067 to Love It or Shove It for rental of excavator and masticator utilized for road/shoulder work as for repairs on Sailor Ravine, County Road 505, a 2017 Disaster FEMA site.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other
Invoice 101067

BACKGROUND INFORMATION:

FUNDING SOURCE: 031 (Road)
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $15,357.75 N/A

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☒Yes ☐No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Remit To:

LOVE IT OR SHOVE IT
P.O. BOX 3401
Yountville, Ca 94559 94559

Invoice

Closed	Invoice#
Tue 5/19/2020	101067

Customer #: 2341

Sierra County
101 Courthouse SQ

DOWNIEVILLE, CA 95936

Date Out Wed 4/15/2020

Terms	Aging Date
Due upon receipt	Tue 5/19/2020

Fold Here Fold Here

Ordered By: pete
Salesman: Rob Soper rs@loveitorshoveitrental.com

Delivery Tue 4/14/2020 12:45PM
101 Courthouse SQ
DOWNIEVILLE, CA 95936

Pickup Mon 5/ 4/2020 12:45PM
101 Courthouse SQ
DOWNIEVILLE, CA 95936

Qty	Items Rented	Disc%	Status	Returned Date	Price
1	30000 Lb Class Excavator 1day $450.00 1week $2,250.00 4weeks $9,000.00		Returned	Fri 5/ 1/2020 5:00PM	$5,850.00
1	Masticator Mulcher Attachment 1day $450.00 1week $2,250.00 4weeks $9,000.00		Returned	Fri 5/ 1/2020 5:00PM	$5,850.00

Qty	Items	Status	Each	Price
1	Delivery	Pulled	$1,200.00	$1,200.00
1	pick up	Pulled	$1,200.00	$1,200.00

Payment Due upon receipt

Please pay from this invoice.

Rental and Sales:		ENVIRO FEE:			CITY, NAPA:
$14,100.00		$351.00			$906.75

Total Amount: $15,357.75		**Total Paid**	**$0.00**	**Total Due**	**$15,357.75**

707-975-6382 707-975-6382 Fax

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Social Services
APPROVING PARTY: Vickie Clark, Director
PHONE NUMBER: (530) 99-6700

AGENDA ITEM: Resolution authorizing the Auditor to make certain transfers

SUPPORTIVE DOCUMENTS ATTACHED: ☒Memo ☒Resolution ☐Agreement ☐Other

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 8160000
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $65,835.28 One Time Expense

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☒Yes ☐No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Vickie Clark, Director
Reference: Agenda Item
Date of memo: June 8, 2020
Date of Board Meeting: June 16, 2020

Requested Action: Resolution authorizing the Auditor to make certain transfers.

Mandated by: W&I Code Section 17600.20

Funding
Budgeted? YesX No

Revenue	$65,835.28	
Expenses		
Difference		

Background Information: AB8085 redirects 60% of our Public Health realignment to the County Medical Services Program (CMSP).

There is an increased impact to the Public Health Realignment at the beginning of each fiscal year for the prepayment of the PERS Unfunded Liability.

Pursuant to W&I Code Section 17600.20, the Board of Supervisors may reallocate money among accounts in the Local Health and Welfare Trust Fund. Social Services would like to transfer an additional 10% of the Social Services 91 Realignment for Fiscal Year 2019-2020 to Public Health Realignment for a total 0f 20%.

This is a trust to trust transfer from Social Services to Public Health.

Potential Issues to consider: None

Alternatives or Impacts of disapproval:

BOARD OF SUPERVISORS
COUNTY OF SIERRA
STATE OF CALIFORNIA

RESOLUTION NO. _____

IN THE MATTER OF
AUTHORIZING THE AUDITOR
TO MAKE CERTAIN TRANSFERS

WHEREAS, pursuant to W & I Code Section 17600.20, the Board of Supervisors may reallocate money among accounts in the Local Health and Welfare Trust Fund and;

WHEREAS, AB8085 redirects 60% of our Public Health realignment to the County Medical Services Program (CMSP) and;

WHEREAS, there is an increased impact to the Public Health Realignment at the beginning of each Fiscal Year for the prepayment of the PERS Unfunded Liability;

NOW THEREFORE BE IT RESOLVED, the Sierra County Board of Supervisors authorizes the Auditor to make the following transfers:

An additional 10% of the Social Services 91 Realignment for Fiscal Year 2019/2020 to the Public Health Realignment for a total of 20%:

From: Social Services Realignment Account LHWTF - 8160000 $65,835.28

To: Public Health Realignment Account LHWTF - 8170000 $65,835.28

ADOPTED by the Board of Supervisors of the County of Sierra on the 16th day of June, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

COUNTY OF SIERRA

_____
JIM BEARD
Chairman

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
DAVID PRENTICE
County Counsel

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Social Services
APPROVING PARTY: Vickie Clark, Director
PHONE NUMBER: (530) 993-6700

AGENDA ITEM: Resolution Authorizing the Auditor to Make Certain Changes to the Social Services Assistance 2019-2020 Final Budget

SUPPORTIVE DOCUMENTS ATTACHED: ☒Memo ☒Resolution ☐Agreement ☐Other

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515810
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $ 117,806 N/A

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☐Yes ☒No **IS A BUDGET TRANSFER REQUIRED?** ☒Yes ☐No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Vickie Clark, Director
Reference: Agenda Item
Date of memo: June 9, 2020
Date of Board Meeting: June 16, 2020

Requested Action: Resolution Authorizing the Auditor to Make Certain Changes to the Social Services Assistance 2019-2020 Final Budget

Mandated by: Government Code §29125

Funding
Budgeted? YesX No

Revenue	$117,806	
Expenses	$117,806	
Difference		

Background Information:
Social Services, Public Assistance 051580 was under budgeted due to unexpected expenses associated with increased Child Welfare out of home placements and those related costs. These expenses generate matching revenues. This resolution is intended to balance this account for the 2019-2020 budget.

Potential Issues to consider: None

Alternatives or Impacts of disapproval:

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

IN THE MATTER OF SIERRA COUNTY
AUDITOR TO MAKE CERTAIN CHANGES TO THE
WELFARE AID
2019/20 FINAL BUDGET FOR

RESOLUTION NO. 20-

WHEREAS, the Board of Supervisors may authorize the Auditor to make budget changes pursuant to Government Code § 29125, and

NOW THEREFORE BE IT RESOLVED, that the Auditor is hereby authorized to adjust the 2019/20 Final Budget transfers for the below noted funds:

Appropriations:
Increase:

0515810	Services and Supplies	$107,853
0515810	Transfers	$ 9,953
0515810	State Revenues	$117,806

ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 16th day of June, 2020 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

_____
JIM BEARD, CHAIRPERSON
BOARD OF SUPERVISORS

ATTEST:

_____

HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____

COUNTY COUNSEL

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Public Health
APPROVING PARTY: Vickie Clark, Director
PHONE NUMBER: (530) 993-6700

AGENDA ITEM: Lease Agreement between Richard and Sharon Elorza and Sierra County Human Services.

SUPPORTIVE DOCUMENTS ATTACHED: ☒Memo ☐Resolution ☒Agreement ☐Other

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515610
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $5,962.08 Annually

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☒Yes ☐No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Vickie Clark, Director
Reference: Agenda Item
Date of memo: June 3, 2020
Date of Board Meeting: June 16, 2020

Requested Action: Lease Agreement between Richard and Sharon Elorza and Sierra County Human Services.

Mandated by:

Funding
Budgeted? YesX No

Revenue	$5,962.08	**Public Health**
Expenses	$5,962.08	**Public Health**
Difference	0	

Background Information: This is a renewing lease agreement. This building currently provides office space for tobacco and Public Health Emergency Preparedness programs. This lease agreement has increased 2% from last year.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: Office space would not be available for the current positions.

Recording requested by and
when recorded mail to:
HEATHER FOSTER
Sierra County Clerk/Recorder
Post Office Drawer D
Downieville, CA 95936

Space Above for Recorder's Use

This Lease Agreement (hereinafter referred to as "Agreement") is made and entered into as of the Effective Date by and between Richard and Sharon Elorza, (hereinafter referred to as "LESSOR"), and the County of Sierra, a political subdivision of the State of California, (hereinafter referred to as "LESSEE").

Purpose: LESSOR hereby agrees to lease to LESSEE, upon the terms and conditions and for the rent herein specified, the property herein described ("the Leased Property").

Leased Property: That certain property described on Exhibit "A" hereto ("the Leased Premises") commonly known as: 35 SW Third Street, Loyalton, CA, and as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

Term: 12 Months

Number of Square Feet: 540
Rate/Sq. Ft.:

Commencement Date: July 1, 2020

Monthly Rent: $496.84

Expiration Date: June 30, 2021

Total Contract Amount: $5,962.08

Notice of:

This Agreement contains:

1. This Facing Page (1 page)
2. Terms and Conditions (5 pages)
3. Supplemental Terms and Conditions (1 page)
4. Exhibit "A" - Property Description (1 page)

Effective Date: July 1, 2019

LESSOR: (Name and Address)

Richard and Sharon Elorza
175 York Way
Sparks, NV 89431

LESSEE: (Name and Address)

Sierra County Human Services
Post Office Drawer 265
Loyalton, CA 96118

By: _____
SHARON ELORZA

_____
RICHARD ELORZA

By: _____
JIM BEARD
Chairman, Board of Supervisors

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____
DAVID PRENTICE
COUNTY COUNSEL

TERMS AND CONDITIONS

1. PROPERTY AND DESCRIPTION

The Leased Premises are described on Exhibit "A" hereto.

2. TERM OF AGREEMENT

The term of this Agreement as specified on Page 1 shall begin on the Commencement Date and shall terminate on the Expiration Date as indicated thereof, with the provision the LESSEE shall have the right and option to renew the Agreement on July 1 of each succeeding fiscal year. To renew the lease Lessee shall provide written notice of its election to renew the lease to Lessor, on or before June 1st of each year. For the fiscal year beginning July 1, 2020 and ending June 30, 2021 the LESSEE will pay the LESSOR rent in the amount of $496.84 per month. For each succeeding fiscal year thereafter, the LESSEE will increase the monthly lease payment by 2% to accommodate inflation based on the CPI index.

3. RENT PAYMENTS

LESSEE agrees to pay to LESSOR as rent, the monthly amount as shown on page 1 hereof, payable on the first (1st) day of each successive month. Such amount shall be delinquent if not paid by the tenth (10th) of each successive month. For any rental period of less than a month, the rent shall be prorated on a thirty (30) day basis and such amount paid in addition to that amount due on the first (1st) day of the next succeeding month.

4. INSURANCE COVERAGE

LESSEE shall provide at its own expense and maintain in full force and effect during the term of this Lease the following "insurance coverage" program for “premises liability”, and shall provide coverage for injuries and liability arising from the use of the premises by Lessee, its agents, employees or invitees.

Coverage through the Trindel Insurance Fund whereby the LESSEE is required to maintain with Trindel Insurance Fund a One Hundred Thousand Dollars ($100,000) self-insured deposit. Coverage in excess of One Hundred Thousand Dollars ($100,000) is carried through PRISM with limits of Ten Million Dollars ($10,000,000). The LESSEE shall be responsible for maintaining such coverage in full force and effect and to name the LESSOR as a covered party to provide coverage for all liability and/or loss arising out of LESSEE'S occupancy and use of the Leased Premises.

5. HOLD HARMLESS

5.1 GENERAL

LESSEE agrees to release, indemnify and defend LESSOR harmless from and against all liability, cost and expense (including, without limitation, attorneys' fees in addition to costs of suit and judgment) for loss of or damage to any property or loss of the use thereof or for injury to or death of any person when arising or resulting from:

(a) The use of the premises or the facility or improvements by LESSEE, its agents, employees, or invitees or

(b) LESSEE'S breach of any provision of this lease.

5.2 ENVIRONMENTAL IMPAIRMENT

LESSEE shall, at its expense, comply with all applicable laws, regulations, rules and orders, regardless of when they become or became effective, including without limitation those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance to LESSOR upon request.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the premises,

LESSEE, at its expense, shall be obligated to clean the premises to the satisfaction of LESSOR and any governmental body having jurisdiction thereover, if such event is due to illegal acts by LESEE or its inappropriate use of the property and/or negligence.

LESSEE agrees to indemnify, hold harmless and defend LESSOR against all liability, cost and expense (including without limitation attorneys' fees) incurred by LESSOR as a result of leakage, spillage, emission or pollution due to LESSEE'S illegal acts or inappropriate use and occupancy, regardless of whether such liability, cost or expense arises during or after this lease is in effect, unless such liability, cost or expense is proximately caused by the active negligence of LESSOR.

6. UTILITIES AND SECURITY

LESSEE agrees to pay all utility service charges (including electricity and telephone) on, or assessed against, the premises arising out of LESSEE's use.

7. LESSOR'S REPRESENTATIONS

LESSOR warrants that LESSOR has right, title and interest in and to the Leased Premises and has authority to enter into this Agreement; the Leased Premises and appurtenances are and during the term hereof shall remain in good and habitable condition; no suit, proceeding or condition exists or is threatened which would legally or physically prevent or defeat the performance of this Agreement by Lessor.

8. IMPROVEMENTS AND ALTERATIONS

Any alteration or improvement to the Leased Property, other than that described on the Supplemental Conditions, shall be made at LESSEE's sole cost and expense. Said improvements may be removed by LESSEE provided that LESSEE restores the area of removal substantially to its condition prior to the subject improvement or modification.

9. MAINTENANCE

LESSEE shall, at its expense, keep and maintain the non structural interior of the Leased Premises in good condition and repair and in a neat and safe condition. LESSOR shall be responsible for the repair and maintenance of the mechanical, electrical and plumbing systems in the building. LESSOR shall, at LESSOR's expense, keep and maintain the structure, exterior and grounds of the Leased Premises in good condition and repair and in a neat and safe condition.

10. USE OF PREMISES

LESSEE shall use the premises for the purposes as shown on the Facing Page hereof.

11. TERMINATION OR EXPIRATION

11.1 GENERAL

Termination or expiration of this lease shall not release either party from liability resulting from an event which occurred prior to such termination or expiration. County and LESSOR have the right to terminate this Lease as any time by giving thirty (30) working days written notice to the other party.

11.2 SURRENDER OF PREMISES

Upon termination of this lease, LESSEE shall discontinue the use of the facility and, within sixty (60) days, remove the facility and all other personal property of LESSEE from the premises of LESSOR. Property of LESSEE not removed from said premises within sixty (60) days after the termination of this agreement shall become the property of LESSOR after LESSOR shall have given LESSEE written notice of intent to take title to said property, and thirty (30) days shall have elapsed after the giving of such written notice.

11.3 NON APPROPRIATION

LESSEE, as a governmental entity, must annually make budgetary appropriations. In the event that this Agreement extends beyond one (1) fiscal period (ending June 30 of each succeeding year), and no budgetary appropriation is made to provide funds with which to make any payment in such subsequent fiscal period, this Agreement shall automatically terminate upon the adoption of the final budget. LESSEE shall be liable for rents payable up to the date of such adoption.

12. DEFAULT

If either party fails to cure a default within thirty (30) days after written notice is received specifying the event or events of default, the other party shall have the right, without further notice and in addition to any other remedies at law or equity, to terminate this Agreement forthwith.

13. INTERPRETATION AND ENFORCEMENT

13.1 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.

13.2 ASSIGNMENT. This Agreement constitutes a personal contract and no party hereto shall assign or transfer this Agreement, or any part thereof, without the prior written consent of the other(s), unless such transfer is otherwise expressly permitted hereby.

13.3 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.

13.4 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.

13.5 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fee, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

13.6 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.

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

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

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

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

13.9 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.

13.10 MODIFICATION. No modification or waiver of any provisions 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.

13.11 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.

13.12 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.

13.13 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.

13.14 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 Sierra, State of California.

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

13.16 INCORPORATION OF EXHIBITS. All exhibits mentioned herein and attached hereto are specifically incorporated herein by this reference and made a part of this Agreement.

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

13.18 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.

13.19 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 a Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the County of Sierra. 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 if created; and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

13.20 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 "LESSEE": Chairman, Board of Supervisors
County of Sierra
Post Office Drawer D
Downieville, California 95936

With a copy to: County Counsel
County of Sierra
Post Office Drawer D
Downieville, CA 95936

If to "LESSOR": Richard and Sharon Elorza
175 York Way
Sparks, NV 89431

PHONE: (775) 355-7509

SUPPLEMENTAL TERMS AND CONDITIONS

(None)

EXHIBIT "A"

PROPERTY DESCRIPTION

An office space located in the rear of the Loyalton Post Office Building, situated at 35 SW Third Street, in Loyalton, CA, hereinafter referred to as "leased premises".

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Public Health
APPROVING PARTY: Vickie Clark, Director
PHONE NUMBER: (530) 993-6700

AGENDA ITEM: Professional services agreement between James McCubbrey, Ph.D. and Sierra County for Tobacco Use Reduction Plan Evaluation services.

SUPPORTIVE DOCUMENTS ATTACHED: ☒Memo ☐Resolution ☒Agreement ☐Other

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515610
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $20,800.00 Annually

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☒Yes ☐No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Vickie Clark, Director
Reference: Agenda Item
Date of memo: June 5, 2020
Date of Board Meeting: June 16, 2020

Requested Action: Professional services agreement between James McCubbrey, Ph.D. and Sierra County for Tobacco Use Reduction Plan Evaluation services.

Mandated by: California Department of Public Health

Funding
Budgeted? YesX No

Revenue	$20,800.00	**Tobacco Prop 99 and Prop 56**
Expenses	$20,800.00	**Tobacco Prop 99 and Prop 56**
Difference	0	

Background Information: This is a renewing agreement. James McCubbrey came highly recommended to us, as he has an extensive background working in tobacco, with rural counties and grant management/revision. James has accepted the offer to contract with Sierra County as our external evaluator for the 2020/2021 fiscal year.

From fiscal year 18/19 forward, the California Department of Public Health (CDPH), has required locally funded projects to allocate a minimum of ten percent of deliverables (10% FTE or 208 hours) towards the evaluation plan and to engage a qualified local program evaluator with training and skills in the areas of evaluation design, instrument development and sampling. The maximum amount of this agreement remains unchanged from last fiscal year.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: Sierra County would not meet the requirement of tobacco to have an evaluator.

AGREEMENT FOR
PROFESSIONAL SERVICES

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and

James McCubbrey, Ph.D.
{"CONTRACTOR")

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: July 1, 2020

Termination Date: June 30, 2021

3. PAYMENT.

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

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

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A".

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 terms or conditions insofar as the latter are inconsistent with the general provisions. The HIPAA Business Associates Agreement, Attachment F is incorporated by this reference.

7. DESIGNATED REPRESENTATIVES.

The Director of Sierra County Public Health or Designee is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. James McCubbrey, Ph.D. is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E - Form of Invoice

9. AGREEMENT DATE. The Agreement Date is July 1, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"

COUNTY OF SIERRA

By. _____

JIM BEARD, CHAIRMAN
SIERRA COUNTY BOARD OF SUPERVISORS

"CONTRACTOR"

_____
JAMES McCUBBREY, Ph.D.

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
DAVID PRENTICE
County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

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

Consistent with the elements of the 2017-2021 Comprehensive Tobacco Control Plan (CTCP) Evaluation Plan, Contractor shall work in collaboration with project staff to:

I. Define the goals and methods of the evaluation.

II. Meet with the Internal Evaluation Project Manager and/or Project Director monthly (or as needed) to monitor evaluation plan implementation and document information for interim and final evaluation reporting.

III. Conduct data collection logistics planning.

IV. Develop/design evaluation instruments for the project consistent with sound evaluation and measurement principles for valid evaluation.

V. In partnership with project staff, conduct data collection trainings and/or provide technical assistance on data collection and data entry to ensure data reliability and validity.

VI. Set up databases for online/handheld data collection for project staff to populate, as necessary.

VII. Process and prepare data for analysis and/or clean data and conduct analyses for each evaluation activity in the tobacco program's Evaluation Plan.

VIII. Interpret results of each data collection/evaluation activity, formulate recommendations and help project staff understand the results of data collection and how the data informs the project's intervention activities.

IX. Perform the following evaluation activities, per the non-primary and primary objectives (listed below) organized by type of activity and year, in the tobacco program's 2017-2021 CTCP SOW:

Objective 1: By June 30, 2021, at least one jurisdiction in Sierra County (the unincorporated area or the City of Loyalton) will adopt and implement a policy that prohibits the sale or distribution of electronic smoking devices (ESDs) and the sale of flavored tobacco products.
Objective 2: By June 30, 2021, three organizations in Sierra County that serve mental health, substance use, family, senior, and/or low income clients will adopt and implement a voluntary 100% tobacco free policy.
Objective 3: By June 30, 2021, the Tobacco Use Reduction Program will create at least one partnership annually with an organization serving or addressing low income, health, education, families, social services, nutrition, alcohol and other drugs, behavioral health, religious groups, businesses or coalition to address smoke-free policies, tobacco retail restrictions, other tobacco-related policies, tobacco-related determinants of health and capacity building. Each partnership will implement a collaborative event (e.g. symposium, conference, health event) to address tobacco control and health inequities.
Objective 4: By June 30, 2021, at least one health care campus in Sierra County will include tobacco use assessment questions in their client intake procedures and utilize the "Ask, Advise, Refer" protocol to refer clients who smoke to the California Smokers' Helpline. Additionally, at least one organization will systematically implement evidence-based tobacco cessation treatment program.

Evaluation Services	20/21
1. **Evaluation Plan Development** (including CTCP negotiations and revisions)	Revision to Evaluation Plan, if necessary
2. **Evaluation Plan Monitoring, Scheduling, Implementation & Data Discussion**	Regular (monthly or as needed) meetings with PD/EPM
3. **Develop all data collection instruments and protocols, technical assistance on data collection and data entry**	Instruments HSHC Campaign, Key Informant Interviews, Focus Group Guides, and/or others as necessary
4. **Conduct data collection trainings**	TA to Project Director
5. **Data collection**	TA to Project Director
6. **Develop all evaluation activity reports**	evaluation activity reports
7. **Evaluation Activity Reporting in OTIS**	Semi-annually
8. **Final Evaluation Reporting**	Descriptive statistics will be used to analyze findings from all data sources. A summary of data collected will be written and conclusions and recommendations in Final Evaluation Reporting will be based on evaluation results and findings.
9. **Statewide Meetings/TCEC Trainings** (costs shared by all TURP projects he services)	1-2 in-person and 2-3 online Statewide Meetings/TCEC Regional Trainings per year 2-3 Communities of Practice meetings or The Evaluator Alliance meetings per year
10. **Other**	Travel to Agency twice per year for community meetings, data collection, trainings, community outreach, data presentations, and/or other activities that may arise during implementation of the program and mutually agreed to between Contractor and Project Director or Director of Sierra County Public Health or Designee.
Total Hours	208

Other:

X. Contractor will provide the above services on a fixed fee basis based on 208 hours annually (Fiscal year July 1 – June 30). Contractor shall invoice the Agency for services completed on at least a quarterly basis (September 30, December 31, March 31, and June 30) to the Tobacco Use Reduction Program Project Director. The maximum amount payable to Contractor under this one-year contract is $20,800 per year (including travel expenses per year) or a total of $20,800 for the one-year period.

XI. Contractor services shall be rendered primarily at Contractor's office and via telecommuting.

Agency Responsibilities:

I. Agency will be responsible for internal scheduling, reasonable access to key personnel, and reasonable access to past and current documentation that will aid the completion of evaluation activities. Agency will add Contractor as an "Applicant" in OTIS to allow the Contractor access to the Agency's 2017-2021 plan period.

II. Agency will reimburse Contractor approximately 30 days after invoice is received, reviewed and approved by tobacco program's Project Director.

Joint Responsibilities:

I. Both Contractor and Agency will be responsible to immediately notify each other of any intelligence or findings that will impact the success of the project so that rapid action can be considered.

A.2 TIME SERVICES RENDERED.

During the contract period.

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.

None.

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. At the request of a designated representative of Sierra County Public Health, an amount not to exceed twenty thousand eight hundred dollars ($20,800.00) will be available to CONTRACTOR at the rate of one hundred dollars ($100.00) per hour. CONTRACTOR shall submit requests for payment ("Invoice") on at least a quarterly basis, detailed invoicing for all work completed and delivered to the Auditor prior to the issuance of such Invoice. Invoice shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within sixty (60) days after the invoice is approved and accepted by the Auditor. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed two hundred eight hours or $20,800.00 without an amendment to this Agreement approved by the Sierra County Board of Supervisors.

B.2 MILEAGE. NIA

B.3 TRAVEL COSTS. NIA.

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

B.5 SPECIAL CIRCUMSTANCES. NIA

B.6 MAXIMUM CONTRACT AMOUNT. The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	$ 20,800.00
B.2	Mileage	NIA
B.3	Travel Costs	NIA
B.4	Authorization Required	NIA
B.5	Special Circumstances	NIA
MAXIMUM CONTRACT AMOUNT		**$ 20,800.00**

ATTACHMENT C ADDITIONAL

PROVISIONS

[NONE]

ATTACHMENT D

GENERAL

PROVISIONS

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8 The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

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.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 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.5 INSURANCE.

Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

Yes **D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars ($1,000,000) per occurrence and with not less than One Million Dollars ($1,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

_____ **D.5.1.2 During** the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars ($1,000,000) per incident and One Million Dollars ($1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars ($2,500).

Yes **D.5.1.3** Comprehensive automobile liability insurance with minimum coverage of One Hundred Thousand Dollars ($100,000) per occurrence and with not less than One Hundred Thousand Dollars ($100,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

Yes **D.5.1.4 Workers**' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code.*

D.5.1 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.2 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.3 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.4 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.5 Prior to CONTRACTOR rendering services provided by this Agreement. and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the **insurance coverages and endorsements to:**

County of Sierra
Auditor/Risk-Manager
P.0. Drawer 425 Downieville,
CA 95936

D.5.6 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.7 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR'S expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.8 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 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 any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors.

D.7 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.8 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.9 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant t o 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.10 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 of quality normally observed by a person practicing in CONTRACTOR's profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code,* this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 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.13 TERMINATION. COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1.1 CONTRACTOR shall deliver to COUNTY 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, computer storage medium (tapes, disks, diskettes, etc.) 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.13.1.2 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, that in no event shall any payment hereunder exceed One Thousand Dollars ($1,000). Further 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.

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working 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, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain 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 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.19 MINOR AUDITOR REVISION. In the event the Sierra County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.20 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.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is **permissive.**

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 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.24 MODIFICATION. No modification or waiver of any provisions 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.25 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.26 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.27 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.28 VENUE. 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 Sierra, State of California.

D.29 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.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government *Code, are* not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 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 are in full compliance. 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.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 LEGAL COMPLIANCE. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code,* commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 ADVISEMENT. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2,

CONTRACTOR is admonished hereby as follows:
The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance 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 handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act *(Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* 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 of1964 and all amendments thereto, and all administrative rules and regulation 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.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer 1.0. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

D.38 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":

Director of Sierra County Public Health
P.O. Box 1019
Loyalton, CA 96118

With a copy to: County
Counsel County of Sierra
Post Office Drawer D
Downieville, CA 95936

If to "CONTRACTOR":

James McCubbrey, Ph.D.
PO Box 1325
Eureka, CA 95502

ATTACHMENT E

James McCubbrey, Ph.D.
PO Box 1325
Eureka, CA 95502

TO: SIERRA COUNTY HEALTH & HUMAN SERVICES
P.O. BOX 7 LOYALTON,
CA 96118

STATEMENT FOR MONTH OF_____

DATE	DESCRIPTION OF SERVICE	HRS	MILES	TO/FROM

Total Hours_____x $_____=$_____

Total Miles_____x$_____=$_____

GRAND TOTAL $_____

SIGNATURE_____

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Behavioral Health
APPROVING PARTY: Lea Salas, Administrative Director
PHONE NUMBER: (530) 993-6746

AGENDA ITEM: Professional Services Agreement between Barbara Coffman, MFT, and Sierra County for behavioral health services.

SUPPORTIVE DOCUMENTS ATTACHED: ☒Memo ☐Resolution ☒Agreement ☐Other

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $78,280.00 Annually

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☒Yes ☐No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Lea Salas, Administrative Director
Reference: Agenda Item
Date of memo: June 3, 2020
Date of Board Meeting: June 16, 2020

Requested Action: Professional Services Agreement between Barbara Coffman, MFT, and Sierra County for behavioral health services.

Mandated by:

Funding
Budgeted? YesX No

Revenue	$78,280.00	**Mental Health and MHSA**
Expenses	$78,280.00	**Mental Health and MHSA**
Difference	0	

Background Information: This is a renewing agreement for behavioral health services. This contractor will provide services primarily to the west side of the county. This agreement decreased $10,760.00 from last year.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: Sierra County would fail to meet the requirements established by the Mental Health Plan.

Agreement No. _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and

BARBARA COFFMAN, MFT
("CONTRACTOR")

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

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those auditing and accounting 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-3.

2. TERM.

Commencement Date: July 1, 2020

Termination Date: June 30, 2021

3. PAYMENT.

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

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

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A".

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 terms or conditions insofar as the latter are inconsistent with the general provisions. The HIPAA Business Associates Agreement, Attachment F is incorporated by this reference.

7. DESIGNATED REPRESENTATIVES.

The Clinical Director of Sierra County Behavioral Health or Designee is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Barbara Coffman, MFT is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E - Form of Invoice
Attachment F – Business Associate Agreement
Attachment G – Independent Contractor Affidavit

9. AGREEMENT DATE. The Agreement Date is July 1, 2020 as approved by the Sierra County Board of Supervisors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"	"CONTRACTOR"
COUNTY OF SIERRA	
By_____	_____
JIM BEARD, CHAIRMAN Sierra County Board of Supervisors	BARBARA COFFMAN, MFT .
ATTEST:	APPROVED AS TO FORM:
_____	_____
HEATHER FOSTER Clerk of the Board	DAVID PRENTICE County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

- As an independent contractor provides mental health and substance use disorder services
- Works collaboratively with other community treatment providers
- Administers mental health and substance use disorder treatment assessment instruments
- Develops and implements mental health and substance use disorder treatment plans
- Serves as liaison for contract in-patient treatment providers
- Prepares and maintains client case records
- Prepares written reports for courts and probation department
- Performs other related duties as requested by the Clinical Director of Behavioral Health
- Participates in the development of mental health and substance use disorder treatment/prevention programs
- Evaluates program effectiveness and makes recommendations for program improvement
- Prepares and deliver presentations on mental health and substance use disorder issues
- Attend Culturally and Linguistically Appropriate Services (CLAS Standards), Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Electronic Health Record (EHR) trainings provided by the COUNTY to meet State and Federal requirements
- Attend the Behavioral Health Staff and Clinical Meetings

A.2. TIME SERVICES RENDERED.

Work will begin immediately upon execution of this agreement by the County. Thereafter, CONTRACTOR shall perform services in a diligent and timely manner.

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.

CONTRACTOR will provide all services and implement all work responsibilities consistent with the standards established by the California Board of Behavioral Sciences and the recognized code of ethics implemented by the California Association of Marriage and Family Therapists.

COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY.

Office space and laptop computer will be furnished by COUNTY. CONTRACTOR must attend Culturally and Linguistically Appropriate Services (CLAS Standards), Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Electronic Health Record (EHR) trainings provided by the COUNTY to meet State and Federal requirements.

ATTACHMENT B
PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee of seventy dollars ($70.00) per hour. CONTRACTOR shall provide COUNTY with a maximum not to exceed one thousand one hundred four (1104) hours per contract period. CONTRACTOR shall submit requests for payment ("Invoice") on a monthly basis, invoicing for all work completed and delivered to the Auditor. Invoice shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within sixty (60) days after the invoice is approved by the County Contract Administrator. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed seventy-seven thousand two hundred eighty dollars ($77,280.00) without an amendment to this Agreement approved by the Sierra County Board of Supervisors.

B.2 MILEAGE. N/A

B.3 TRAVEL COSTS. N/A

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

B.5 SPECIAL CIRCUMSTANCES. Additional costs may be incurred up to a maximum of $1,000.00 with written approval of the designated COUNTY Representative (Operative Provision 7) for this Agreement.

B.6 MAXIMUM CONTRACT AMOUNT. The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	$ 77,280.00
B.2	Mileage	$ N/A
B.3	Travel Costs	$ N/A
B.4	Authorization Required	0
B.5	Special Circumstances	$ 1,000.00
MAXIMUM CONTRACT AMOUNT		$ 78,280.00

ATTACHMENT C

ADDITIONAL PROVISIONS

The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 10532). The County shall also be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 10532).

CONTRACTOR shall deliver services that are safe, culturally competent, culturally responsive, linguistically appropriate, timely, efficient, effective and equitable**.** **Contractor** shall follow Culturally and Linguistically Appropriate Services (CLAS standards).

CONTRACTOR shall maintain a Medi-Cal approved productivity standard of 60% with the remaining time being spent on documentation requirements and agency needs.

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall withhold 7% or pay on behalf of CONTRACTOR state tax owed by CONTRACTOR according to R&TC 18 662 for Independent Contract work provided in California while residing in another state.

D.1.8 The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR 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.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 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.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

YES **D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars ($1,000,000) per occurrence and with not less than One Million Dollars ($1,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

YES **D.5.1.2** During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars ($1,000,000) per incident and One Million Dollars ($1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars ($2,500).

YES **D.5.1.3** Comprehensive automobile liability insurance with minimum coverage of One Hundred Thousand Dollars ($100,000) per occurrence and with not less than One Hundred Thousand Dollars ($100,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

YES **D.5.1.4** Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

County of Sierra
Auditor/Risk-Manager
P.O. Drawer 425
Downieville, CA 95936

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 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 any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors.

D.7 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.8 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.9 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.10 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 of quality normally observed by a person practicing in CONTRACTOR's

profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 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.13 TERMINATION. COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1 CONTRACTOR shall deliver to COUNTY 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, computer storage medium (tapes, disks, diskettes, etc.) 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.13.2 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. Further 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.

D.13.3 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working 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, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain 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 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.19 MINOR AUDITOR REVISION. In the event the Sierra County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.20 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.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 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.24 MODIFICATION. No modification or waiver of any provisions 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.25 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.26 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.27 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.28 VENUE. 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 Sierra, State of California.

D.29 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.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 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 are in full compliance. 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.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 LEGAL COMPLIANCE. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 ADVISEMENT. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

> The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance 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 handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in

the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* 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 regulation 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.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

D.38 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":
Sierra County Human Services
P.O. Box 265
Loyalton, CA 96118

With a copy to:
County Counsel
County of Sierra
Post Office Drawer D
Downieville, CA 95936

If to "CONTRACTOR":

Barbara Coffman, MFT
101 B., W. McKnight Way, #93
Grass Valley, CA 95949

Phone (530) 308-3581

INVOICE

Barbara Coffman, MFT.
Marriage and Family Therapist
101 B., W. McKnight Way, #93
Grass Valley, CA 95949

530-308-3581

DATE:

FOR:
Consultation & Clinical Services

DESCRIPTION	Dates	Hours	AMOUNT
Consultation & Clinical Services			
		TOTAL	

Please make checks payable to:
Barbara Coffman, MFT

Thank you

ATTACHMENT E

SIERRA COUNTY
Business Associates Agreement

This Agreement is entered into this 1st day of July, 2020, by and between the County of Sierra doing business by and through the Sierra County Behavioral Health Department (collectively referred to herein as the "County" and Barbara Coffman, MFT (referred to herein as the "Business Associate")

Recitals

WHEREAS, County has heretofore or contemporaneously with the execution of this Agreement entered into an Agreement for Professional Services)the "Professional Services Agreement") whereby Business Associate provides certain services to County and its clients and citizens which involves the access and use of certain information pertaining to individuals which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-101 (referred to herein as "HIPAA") and the regulations adopted pursuant to the Act; and

WHEREAS, pursuant to the Professional Services Agreement County will make available and/or transfer to Business Associate, and/or Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the County; and

WHEREAS, such information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including without limitation, 45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 – 1320d-8] and the terms of this Agreement, or more stringent provisions of the law of the State of California and in accordance with The Sierra County Health and Human Services Information Security Policies Manual.

NOW THEREFORE, In consideration of the obligations, benefits and compensation provided to Business Associate under the provisions of the Professional Services Agreement and in order to ensure that said Agreement remains valid and complies with HIPAA, the parties agree as follows:

1. As used herein and with reference to the obligations under HIPAA, Protected Health Information ("PHI") shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials of any nature or form, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall include but not be limited to individually identifiable information received from or on behalf of the County as more fully defined in 45 CFR § 164.501, and any amendments thereto.

2. County shall provide to Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI and a copy of Sierra County Health and Human Services Information Security Policies Manual.

3. Business Associate agrees that it shall not receive, create, use or disclose PHI except as follows:
   a. (1)solely for meeting its obligations as set forth in the Professional Services Agreement and any other agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent

with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would

be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;

b. If necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, PHI may only be disclosed to another person/entity for such purposes if:

- Disclosure is required by law; or
- Where Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
- Person agrees to notify Business Associate of any breaches of confidentiality;

c. To permit Business Associate to provide data aggregation services relating to the health care operations of the County.

4. Business Associate and County agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.

5. Business Associate will establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI.

6. Business Associate agrees that it shall immediately report to County any unauthorized uses/disclosures of which it becomes aware, and shall take all reasonable steps to mitigate the potentially harmful effects of such breach.

7. Business Associate hereby indemnifies County and agrees to hold County harmless from and against any and all losses, expense, damage or injury that County may sustain as a result of, or arising out of, Business Associate's, or its agent's or subAgreementor's, unauthorized use or disclosure of PHI.

8. Business Associate shall be covered by comprehensive general liability insurance.

9. Business Associate shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents, and shall give prior notice to County of any subcontractors or agents who are to be given access to PHI.

10. Business Associate shall make all PHI and related information in its possession available as follows:

a. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524 and any subsequent amendments to the regulations;

b. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to account for disclosures of PHI in accordance with 45 CFR § 164.528 and any subsequent amendments to the regulations.

11. Business Associate shall make PHI available to County to fulfill County's obligation to amend PHI and related information in accordance with 45 CFR §164.526, and shall, as directed by County, incorporate any amendments or related statements into the information held by Business Associate and any subcontractors or agents.

12. Business Associate agrees to make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of County available to the U.S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the privacy regulations, and any amendments thereto.

13. Upon termination of this Agreement, Business Associate agrees, at the option of County, to return or destroy all PHI created or received from or on behalf of County. Business Associate agrees that it will not retain any copies of PHI except as required by law. If PHI is destroyed, Business Associate agrees to provide County with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, Business Associate agrees to extend the protections of this Agreement to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.

14. The PHI and any related information created or received from or on behalf of County is and shall remain the property of the County. Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.

15. Notwithstanding anything in this Agreement to the contrary, County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties if County determines that Business Associate has violated any material term of this Agreement. If County reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, County gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to County that it will no breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties. In the event of termination as described in this Paragraph, County shall have the right to contract for replacement service through another entity or provider, with Business Associate responsible for paying any difference in cost.

16. Notwithstanding any rights or remedies under this Agreement or provided by law, County retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Business Associate, any of its subcontractors or agents, or any third party who has received PHI from Business Associate.

17. This Agreement shall be binding on the parties and their successor, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

18. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.

19. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.

20. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To County: County of Sierra
Department of Behavioral Health
P.O. Box 265
Loyalton, CA 96118

To Contractor: Barbara Coffman, MFT
101 B., W. McKnight Way, #93
Grass Valley, CA 95949

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"

COUNTY OF SIERRA

_____
Jim Beard, Chairman
Sierra County Board of Supervisors

ATTEST:

_____
Heather Foster
Clerk of the Board

"CONTRACTOR"

_____
Barbara Coffman, MFT

APPROVED AS TO FORM:

_____
David Prentice
County Counsel

Attachment G

Independent Contractor Affidavit

I, Barbara Coffman, MFT, sign under penalty of perjury, that I have my own independent business or are employed at another entity. I determine my schedule and availability with Sierra County.

_____	_____
Barbara Coffman, MFT	David Prentice County Counsel

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Behavioral Health
APPROVING PARTY: Lea Salas, Administrative Director
PHONE NUMBER: (530) 993-6746

AGENDA ITEM: Professional services agreement between Crestwood Behavioral Health, Inc. and Sierra County for adult residential care services.

SUPPORTIVE DOCUMENTS ATTACHED: ☒Memo ☐Resolution ☒Agreement ☐Other

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $50,000.00 Annually

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☒Yes ☐No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Lea Salas, Administrative Director
Reference: Agenda Item
Date of memo: June 5, 2020
Date of Board Meeting: June 16, 2019

Requested Action: Professional services agreement between Crestwood Behavioral Health, Inc. and Sierra County for adult residential care services.

Mandated by:

Funding
Budgeted? YesX No

Revenue	$50,000.00	**Mental Health, Mental Health Services Act**
Expenses	$50,000.00	**Mental Health, Mental Health Services Act**
Difference	0	

Background Information: This a renewing agreement. People with serious and persistent mental illness require specialized treatment facilities. This treatment facility is an approved state contractor to provide room, board, medication management and an array of service-coordination duties. These duties may include but are not limited to: assisting with ADL' s (activities of daily living), navigating health care systems, medication management, rehabilitation training, etc. The maximum contract amount decreased $41,060.00 from last year.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: We would not be able to provide the appropriate level of care to our most vulnerable population.

AGREEMENT FOR
PROFESSIONAL ADULT RESIDENTIAL
CARE SERVICES

THIS AGREEMENT for Professional Adult Residential Care Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and

CRESTWOOD BEHAVIORAL HEALTH, INC.
"CONTRACTOR"

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: July 1, 2020
Termination Date: June 30, 2021

3. PAYMENT.

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

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

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "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 terms or conditions insofar as the latter are inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

The Behavioral Health Clinical Director of Human Services or his/her Designee is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Gary Zeyen, Director of County Contracts, or his Designee of CRESTWOOD BEHAVIORAL HEALTH, INC. is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E - Form of Invoice
Attachment F – FY 2020-2021 Rate sheets

9. AGREEMENT DATE. The Agreement Date is July 1, 2020

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"

COUNTY OF SIERRA

By_____
JIM BEARD
Chairman, Board of Supervisors

"CONTRACTOR"

_____
GARY ZEYEN
Director of County Contracts
Crestwood Behavioral Health, Inc.

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
DAVID PRENTICE
County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

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

BASIC SERVICES

- Assist client in identifying their needs and areas of improvement they would like to work on to move to a lower-level of care or independent living.
- Engage clients to develop a Wellness Recovery Action Plan (WRAP) that is meaningful to them and has attainable goals.
- Provide empowerment and assist each client to build strengths and become self-reliant.
- Provide opportunities to clients to have meaningful roles within the program and outside in the community; that may include peer education, and support, as well as pre-vocations experience and academic education.
- Meet each client where they are at in their recovery process and support the learning of independent living skills.
- Connection of client to family, friends, community resources and other supports within the community.
- Provide a structure of support, education and commitment to allow clients to modify and manage their symptoms and behaviors.

A.2. TIME SERVICES RENDERED.

During the Contract period.

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.

None

ATTACHMENT B
PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee as follows:

COUNTY shall pay CONTRACTOR the daily patch rate (dependent on the level of care provided and facility) per client or the County augmented rate (dependent on the level of care and facility) per day per client at Crestwood facilities.

CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. Request for payment shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within forty five (45) days after the Invoice is approved by the County Contract Administrator. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed $48,000.00.00 without an amendment to this Agreement approved by the Sierra County Board of Supervisors;

B.2 MILEAGE. N/A
B.3 TRAVEL COSTS. N/A

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

B.5 SPECIAL CIRCUMSTANCES. Additional costs may be incurred up to a maximum of $2,000.00 with approval of the designated COUNTY Representative for this Agreement.

B.6 MAXIMUM CONTRACT AMOUNT. The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	$ 48,000.00
B.2	Mileage	N/A
B.3	Travel Costs	N/A
B.4	Authorization Required	-----
B.5	Special Circumstances	$ 2,000.00
MAXIMUM CONTRACT AMOUNT		$ 50,000.00

ATTACHMENT C

ADDITIONAL PROVISIONS

[NONE]

ATTACHMENT D
GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8 The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

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.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 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.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

Yes **D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars ($1,000,000) per occurrence and with not less than Three Million Dollars ($3,000,000) aggregate; COUNTY shall be named an Additional insured on such policy as to liability arising out of CONTRATOR's obligations under this Agreement.

Yes **D.5.1.2** During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars ($1,000,000) per incident and Three Million Dollars ($3,000,000) annual aggregate, with deductible or self-insured portion not to exceed One Hundred Thousand Dollars ($100,000).

Yes **D.5.1.3** Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars ($500,000) per occurrence and with not less than Five Hundred Thousand Dollars ($500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

Yes **D.5.1.4** Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until thirty (30) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

County of Sierra
Auditor/Risk-Manager
P.O. Drawer 425
Downieville, CA 95936

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY. Each of the parties hereto shall be solely liable for negligent or wrongful acts of omissions of its employees occurring in the performance of this Agreement, an if either party becomes liable of omissions of its employees occurring in the performance of this Agreement, and if either party becomes liable for damages caused by its employees, it shall pay such damages without contribution by the other party. Each party hereto agrees to indemnify, defend and save harmless the other party, its officers, agents, and employees from any and all claims and losses proximately caused by the party's solely negligent or wrongful acts or omissions.

D.7 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.8 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.9 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.10 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 of quality normally observed by a person practicing in CONTRACTOR's profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 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.13 TERMINATION. COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1.1 CONTRACTOR shall deliver to COUNTY 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, computer storage medium (tapes, disks, diskettes, etc.) 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.13.1.2 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, that in no event shall any payment hereunder exceed One Thousand Dollars ($1,000). Further 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.

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working 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, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain 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 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.19 MINOR AUDITOR REVISION. In the event the Sierra County Auditor's office finds a mathematical

discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.20 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.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 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.24 MODIFICATION. No modification or waiver of any provisions 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.25 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.26 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.27 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.28 VENUE. 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 Sierra, State of California.

D.29 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.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 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 are in full compliance. 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.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 LEGAL COMPLIANCE. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 ADVISEMENT. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

> The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance 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 handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* 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 regulation 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.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as

required on the line under CONTRACTOR's signature on page 2 of this Agreement).

D.38 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":
Board of Supervisors
County of Sierra
Post Office Drawer D
Downieville, CA 95936

With a copy to:
County Counsel
County of Sierra
Post Office Drawer D
Downieville, CA 95936

If to "CONTRACTOR":

Crestwood Behavioral Health, Inc.
PO Box 7095
Stockton, CA 95267-0095

Crestwood Behavioral Health, Inc.
PO Box 7095
Stockton, CA 95267-0095

County of Sierra
Mental Health Department
Post Office Box 265
Loyalton, California 96118

STATEMENT OF ACCOUNT FOR MONTH OF: _____
_____

TOTAL CURRENT CHARGES:

Date	Description of Service	Hrs	Rate	Total

Total $_____

_____
SIGNATURE

Attachment E

CRESTWOOD BEHAVIORAL HEALTH, INC. 7/1/2020

The following rates include room and board, nursing care, special treatment program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

Mental Health Rehabilitation Centers	***Room and Board/Per Diem***	
Crestwood Center	Level 1	356.00
Sacramento MHRC - 1106	Level 2	324.00
NPI - 1356411656	Level 3	294.00
Crestwood Behavioral Health Ctr	Level 1	388.00
San Jose MHRC - 1107	Level 2	312.00
NPI - 1376623256	Level 3	303.00
Crestwood Behavioral Health Ctr		306.00
Eureka MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr	Level 1 (1:1)	672.00
Bakersfield MHRC - 1115	Level 2	356.00
NPI - 1275610800	Level 3	324.00
	Level 4	292.00
Crestwood C.E.N.T.E.R.	Level 1	348.00
Angwin MHRC - 1116	Level 2	277.00
NPI - 1316024953	Level 3	226.00
Kingsburg Healing Center	Level 1	459.00
Kingsburg MHRC - 1140	Level 2	402.00
NPI - 1073989661	Level 3	345.00
	Bedhold	287.00
Crestwood Recovery and Rehab	Level 1	359.00
Vallejo MHRC - 1141	Level 2	305.00
NPI - 1508935834	Level 3	271.00
	Level 4	254.00
Crestwood San Diego	Level 1	441.00
San Diego MHRC - 1154	Level 2	379.00
NPI - 1295146934	Level 3	316.00
	Bedhold	307.00
Crestwood Chula Vista	Level 1	441.00
Chula Vista MHRC - 1164	Level 2	379.00
NPI - 1023495181	Level 3	316.00
	Bedhold	307.00
San Francisco Healing Center	Level 1	563.00
San Francisco MHRC - 1166	Level 2	497.00
NPI - 1447758024	Level 3	480.00
	Level 3A	446.00
	Bedhold	306.00
Fallbrook Healing Center	Level 1	448.00
Fallbrook Healing - 1167	Level 2	384.00
NPI - 1639738297	Level 3	320.00
	Bedhold	306.00

CRESTWOOD BEHAVIORAL HEALTH, INC. *7/1/2020*

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Psychiatric Health Facilities	***Room and Board/Per Diem***
Crestwood Psychiatric Health Facility American River PHF - 1153 NPI - 1972827343	861.00
Crestwood Psychiatric Health Facility Sacramento PHF - 1156 NPI - 1669734075 -	867.00
Crestwood Psychiatric Health Facility San Jose PHF - 1157 NPI - 1598065047	1050.00
Crestwood Psychiatric Health Facility Bakersfield PHF - 1158 NPI - 1194034645	947.00
Crestwood Solano PHF Psych Health Facility Solano PHF - 1159 NPI - 1780009142	969.00

CRESTWOOD BEHAVIORAL HEALTH, INC. *7/1/2020*

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Pathways Eureka Pathways RTF - 1125 NPI - 1811374564	192.00
Our House Solano Our House ARF - 1136 NPI - 1750452199	134.00
Bridge Program - Bakersfield Bakersfield Bridge TRTP - 1137 NPI - 1265501597	203.00
American River Residential Services American River ARF - 1139 NPI - 1104905645	134.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	134.00
The Pathway Pleasant Hill Pathway RTF - 1144 NPI - 1578634911	197.00
Bridge Program Fresno Fresno Bridge RTF - 1145 NPI - 1093892663	203.00
Crestwood Hope Center Vallejo RCFE - 1152 NPI - 1962702324	139.00
Hummingbird Healing House Pathways San Diego - 1168	150.00

CRESTWOOD BEHAVIORAL HEALTH, INC. 7/1/2020

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

SNF/STP - IMD Designation	Room and Board/Per Diem	Patch/Enhancement
Crestwood Wellness and Recovery Ctr Redding IMD - 1122 NPI - 1194743088	**227.21**	24.00 45.00 59.00 114.00 Negotiated

SNF/STP	Room and Board/Per Diem	Patch/Enhancement
Crestwood Manor Stockton SNF/STP - 1104 NPI - 1730128174	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	24.00 35.00 37.00 59.00 85.00 114.00 Negotiated
Crestwood Manor Modesto SNF - 1112 NPI - 1508884487	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	24.00 40.00 59.00 85.00 114.00 Negotiated
Crestwood Manor - Fremont Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	24.00 32.00 59.00 93.00 136.00 Negotiated

SNF	Room and Board/Per Diem	Patch/Enhancement
Crestwood Treatment Center Fremont SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	136.00 Negotiated

HELIOS HEALTHCARE, LLC *7/1/2020*

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

SNF	***Room and Board/Per Diem***	***Patch/Enhancement***
Idylwood Care Center	Medi-Cal Published Rate	114.00
Idylwood SNF - 2733	**Indigent/Medi-Cal Ineligible	136.00
NPI - 1770501744		165.00
		Negotiated

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Behavioral Health
APPROVING PARTY: Lea Salas, Administrative Director
PHONE NUMBER: (530) 993-6746

AGENDA ITEM: Professional services agreement between Dr. Don Stembridge, Ph.D., and Sierra County for behavioral health services.

SUPPORTIVE DOCUMENTS ATTACHED: ☒Memo ☐Resolution ☒Agreement ☐Other

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $11,000.00 Annually

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☒Yes ☐No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Lea Salas, Administrative Director of Behavioral Health
Reference: Agenda Item
Date of memo: June 3, 2020
Date of Board Meeting: June 16, 2020

Requested Action: Professional services agreement between Dr. Don Stembridge, Ph.D., and Sierra County for behavioral health services

Mandated by:

Funding
Budgeted? YesX No

Revenue	11,000.00	**Mental Health, MHSA**
Expenses	11,000.00	**Mental Health, MHSA**
Difference	0	

Background Information: This is a renewing agreement. This agreement provides for forensic psychological evaluations of Sierra County residents held in the Wayne Brown Correctional Facility which are referred by the Sierra County Court. Specialty forensic services for the provision of intellectual, developmental and functional assessments are occasionally required to accommodate the needs of the court when requesting Sierra County Behavioral Health for pre-trial hearing evaluations. This contract insures the timely provision of these services which are performed by a qualified specialist in the field. The maximum amount of this agreement remains unchanged.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: Sierra County Behavioral Health would not have the resources to provide this service.

Agreement No. _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and

Don Stembridge, Ph.D.
"CONTRACTOR")

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: July 1, 2020

Termination Date: June 30, 2021

3. PAYMENT.

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

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

None

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 terms or conditions insofar as the latter are inconsistent with the general provisions. The HIPAA Business Associates Agreement, Attachment F is incorporated by this reference.

7. DESIGNATED REPRESENTATIVES.

The Clinical Director of Sierra County Behavioral Health or Designee is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Don Stembridge, Ph.D. is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E - Form of Invoice
Attachment F – Business Associate Agreement
Attachment G – Independent Contractor Affidavit

9. AGREEMENT DATE. The Agreement Date is July 1, 2020 as approved by the Sierra County Board of Supervisors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"	"CONTRACTOR"
COUNTY OF SIERRA	
By_____	_____
JIM BEARD, CHAIRMAN	DON STEMBRIDGE, Ph.D.
SIERRA COUNTY BOARD OF SUPERVISORS	
ATTEST:	APPROVED AS TO FORM:
_____	_____
HEATHER FOSTER	DAVID PRENTICE
Clerk of the Board	County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

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

1) Provide assessment diagnostic services to Sierra County Behavioral Health beneficiaries and court referred clients;
2) Provide written reports to Sierra County Behavioral Health according to mutual agreement and consistent with standards of professional conduct and practices.
3) Provide Treatment and Placement recommendations. Prior to making treatment recommendations, CONTRACTOR shall consult with Sierra County Behavioral Health staff regarding the most appropriate method of providing recommended treatment;
4) Testify in Sierra County Court when requested;
5) Participate in case conference meetings with Sierra County Behavioral Health upon request;
6) Provide the above services at sites mutually agreed upon with the Clinical Director of Sierra County Behavioral Health.
7) Provider will conduct assessments in Provider's place of business, in Juvenile Hall or Adult Correctional Facility, if the client is incarcerated;
8) Provide telephone consultation to program staff or Sierra County Behavioral Health Clinical Director upon request;

A.2. TIME SERVICES RENDERED.

Work will begin immediately upon execution of this agreement by the County. Thereafter, CONTRACTOR shall perform services in a diligent and timely manner.

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.

None.

ATTACHMENT B
PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE.

COUNTY shall pay CONTRACTOR a contract fee of $2,000-$2,500.00 per assessment (Comprehensive sex offender evaluation, Adult psychological evaluation, juvenile psychological evaluation). CONTRACTOR shall submit requests for payment ("Invoice") per assessment, invoicing for all work completed and delivered to the Auditor. Invoice shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within sixty (60) days after the invoice is approved by the County Contract Administrator. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed ten thousand dollars ($10,000.00) without an amendment to this Agreement approved by the Sierra County Board of Supervisors.

B.2 MILEAGE. N/A

B.3 TRAVEL COSTS. N/A

B.4 AUTHORIZATION REQUIRED.

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

B.5 SPECIAL CIRCUMSTANCES.

Additional costs may be incurred up to a maximum of $1,000.00 with written approval of the designated COUNTY Representative (Operative Provision 7) for this Agreement.

B.6 MAXIMUM CONTRACT AMOUNT.

The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	$ 10,000.00
B.2	Mileage	N/A
B.3	Travel Costs	N/A
B.4	Authorization Required	0
B.5	Special Circumstances	$ 1,000.00
MAXIMUM CONTRACT AMOUNT		$ 11,000.00

ATTACHMENT C

ADDITIONAL PROVISIONS

The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 10532). The County shall also be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 10532).

CONTRACTOR shall deliver services that are safe, culturally competent, culturally responsive, linguistically appropriate, timely, efficient, effective and equitable**.** **Contractor** shall follow Culturally and Linguistically Appropriate Services (CLAS standards).

ATTACHMENT D
GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8 The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

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.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 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.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

Yes **D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars ($1,000,000) per occurrence and with not less than One Million Dollars ($1,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

Yes **D.5.1.2** During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars ($1,000,000) per incident and One Million Dollars ($1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars ($2,500).

Yes **D.5.1.3** Comprehensive automobile liability insurance with minimum coverage of One Hundred Thousand Dollars ($100,000) per occurrence and with not less than One Hundred Thousand Dollars ($100,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

Yes **D.5.1.4** Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

County of Sierra
Auditor/Risk-Manager
P.O. Drawer 425
Downieville, CA 95936

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 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 any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors.

D.7 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.8 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.9 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.10 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 of quality normally observed by a person practicing in CONTRACTOR's profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 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.13 TERMINATION. COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1. CONTRACTOR shall deliver to COUNTY 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, computer storage medium (tapes, disks, diskettes, etc.) 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.13.2 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. Further 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.

D.13.3 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working 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, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain 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 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.19 MINOR AUDITOR REVISION. In the event the Sierra County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.20 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.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise

requires, the following definitions and rules of construction shall apply herein.

D.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 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.24 MODIFICATION. No modification or waiver of any provisions 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.25 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.26 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.27 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.28 VENUE. 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 Sierra, State of California.

D.29 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.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 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 are in full compliance. 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.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 LEGAL COMPLIANCE. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 ADVISEMENT. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

> The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance 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 handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* 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 regulation 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.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

D.38 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":
Sierra County Human Services
P.O. Box 265
Loyalton, CA 96118

With a copy to:
County Counsel
County of Sierra
Post Office Drawn D
Downieville, CA 95936

If to "CONTRACTOR":

Don Stembridge, Ph.D.
14222 Sun Forrest Dr.
Penn Valley, CA 95946

Phone (530) 300-2484

Don Stembridge, Ph.D.
14222 Sun Forrest Dr.
Penn Valley, CA 95946

INVOICE

DATE:

Phone (530) 300-2484

FOR:

DESCRIPTION	Dates	Hours	AMOUNT
		TOTAL	

Please make checks payable to:
Don Stembridge, Ph.D.
Thank you

ATTACHMENT F

SIERRA COUNTY
Business Associates Agreement

This Agreement is entered into this 1st day of July, 2020, by and between the County of Sierra doing business by and through the Sierra County Department of Health and Human Services (collectively referred to herein as the "County" and Don Stembridge, Ph.D (referred to herein as the "Business Associate")

Recitals

WHEREAS, County has heretofore or contemporaneously with the execution of this Agreement entered into an Agreement for Professional Services)the "Professional Services Agreement") whereby Business Associate provides certain services to County and its clients and citizens which involves the access and use of certain information pertaining to individuals which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-101 (referred to herein as "HIPAA") and the regulations adopted pursuant to the Act; and

WHEREAS, pursuant to the Professional Services Agreement County will make available and/or transfer to Business Associate, and/or Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the County; and

WHEREAS, such information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including without limitation, 45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 – 1320d-8] and the terms of this Agreement, or more stringent provisions of the law of the State of California and in accordance with The Sierra County Health and Human Services Information Security Policies Manual.

NOW THEREFORE, In consideration of the obligations, benefits and compensation provided to Business Associate under the provisions of the Professional Services Agreement and in order to ensure that said Agreement remains valid and complies with HIPAA, the parties agree as follows:

1. As used herein and with reference to the obligations under HIPAA, Protected Health Information ("PHI") shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials of any nature or form, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall include but not be limited to individually identifiable information received from or on behalf of the County as more fully defined in 45 CFR § 164.501, and any amendments thereto.

2. County shall provide to Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI and a copy of Sierra County Health and Human Services Information Security Policies Manual.

3. Business Associate agrees that it shall not receive, create, use or disclose PHI except as follows:

a. (1)solely for meeting its obligations as set forth in the Professional Services Agreement and any other agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;

b. If necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, PHI may only be disclosed to another person/entity for such purposes if:

- Disclosure is required by law; or
- Where Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
- Person agrees to notify Business Associate of any breaches of confidentiality;

c. To permit Business Associate to provide data aggregation services relating to the health care operations of the County.

4. Business Associate and County agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.

5. Business Associate will establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI.

6. Business Associate agrees that it shall immediately report to County any unauthorized uses/disclosures of which it becomes aware, and shall take all reasonable steps to mitigate the potentially harmful effects of such breach.

7. Business Associate hereby indemnifies County and agrees to hold County harmless from and against any and all losses, expense, damage or injury that County may sustain as a result of, or arising out of, Business Associate's, or its agent's or subAgreementor's, unauthorized use or disclosure of PHI.

8. Business Associate shall carry comprehensive general liability insurance.

9. Business Associate shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents, and shall give prior notice to County of any subcontractors or agents who are to be given access to PHI.

10. Business Associate shall make all PHI and related information in its possession available as follows:

a. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524 and any subsequent amendments to the regulations;

b. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to account for disclosures of PHI in accordance with 45 CFR § 164.528 and any subsequent amendments to the regulations.

11. Business Associate shall make PHI available to County to fulfill County's obligation to amend PHI and related information in accordance with 45 CFR §164.526, and shall, as directed by County, incorporate any amendments or related statements into the information held by Business Associate and any subcontractors or agents.

12. Business Associate agrees to make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of County available to the U.S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the privacy regulations, and any amendments thereto.

13. Upon termination of this Agreement, Business Associate agrees, at the option of County, to return or destroy all PHI created or received from or on behalf of County. Business Associate agrees that it will not retain any copies of PHI except as required by law. If PHI is destroyed, Business Associate agrees to provide County with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, Business Associate agrees to extend the protections of this Agreement to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.

14. The PHI and any related information created or received from or on behalf of County is and shall remain the property of the County. Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.

15. Notwithstanding anything in this Agreement to the contrary, County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties if County determines that Business Associate has violated any material term of this Agreement. If County reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, County gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to County that it will no breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties. In the event of termination as described in this Paragraph, County shall have the right to contract for replacement service through another entity or provider, with Business Associate responsible for paying any difference in cost.

16. Notwithstanding any rights or remedies under this Agreement or provided by law, County retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Business Associate, any of its subcontractors or agents, or any third party who has received PHI from Business Associate.

17. This Agreement shall be binding on the parties and their successor, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

18. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.

19. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.

20. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To County: County Of Sierra
Department of Health and Human Services
P.O. Box 265
Loyalton, CA 96118

To Contractor: Don Stembridge, Ph.D.
14222 Sun Forest Dr.
Penn Valley, CA 95946

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"
COUNTY OF SIERRA

_____
Jim Beard, Chairman
Sierra County Board of Supervisors

ATTEST:

_____
Heather Foster
Clerk of the Board

"CONTRACTOR"

_____
Don Stembridge, Ph.D.

APPROVED AS TO FORM:

_____
David Prentice
County Counsel

Attachment G

Independent Contractor Affidavit

I Don Stembridge, Ph.D., sign under penalty of perjury, that I have my own independent business or are employed at another entity. I determine my schedule and availability with Sierra County.

_____	_____
Don Stembridge, Ph.D.	David Prentice County Counsel

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Behavioral Health
APPROVING PARTY: Lea Salas, Administrative Director
PHONE NUMBER: (530) 993-6746

AGENDA ITEM: Professional services agreement between Nevada County Department of Health and Human Services and Sierra County for Crisis Stabilization Unit (CSU) Services.

SUPPORTIVE DOCUMENTS ATTACHED: ☒Memo ☐Resolution ☒Agreement ☐Other

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $20,000 Annually

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☒Yes ☐No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Lea Salas, Administrative Director of Behavioral Health
Reference: Agenda Item
Date of memo: June 4, 2020
Date of Board Meeting: June 16, 2020

Requested Action: Professional services agreement between Nevada County Department of Health and Human Services and Sierra County for Crisis Stabilization Unit (CSU) Services.

Mandated by:

Funding
Budgeted? YesX No

Revenue	$20,000.00	**Mental Health and Mental Health Services Act**
Expenses	$20,000.00	**Mental Health and Mental Health Services Act**
Difference	0	

Background Information: This is a renewing agreement. Nevada County Department of Health and Human Services currently operates a Crisis Stabilization Unit (CSU) 24 hours per day, 7 days per week, where individuals can receive crisis services, including psychotherapy and medication support for up to twenty-three (23) consecutive hours per event.

Sierra County Behavioral Health desires to make the most appropriate and economical use of regional services in order to provide comprehensive mental health services to the residents of Sierra County.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: This valuable and cost effective service would not be available to Sierra County residents when needed to prevent a hospitalization.

CONTRACT FOR SERVICES
NEVADA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

DESCRIPTION: Crisis Stabilization Unit (CSU) Services
BEGINS: July 1, 2020
ENDS: June 30, 2021

This is an Agreement made and operative as of the 1st day of July 2020 between the County of Nevada, Department of Behavioral Health, hereinafter referred to as "CONTRACTOR," and the County of Sierra, hereinafter referred to as "COUNTY" (Collectively, the "PARTIES"), each party being a political subdivision of the State of California, and

WHEREAS, COUNTY desires to make the most appropriate and economical use of regional services in order to provide comprehensive mental health services to all residents of Sierra County; and

WHEREAS, CONTRACTOR currently operates a Crisis Stabilization Unit (CSU) 24 hours per day, seven (7) days per week, where individuals can receive crisis services, including psychotherapy and medication support for up to twenty-three (23) consecutive hours per event; and

WHEREAS, COUNTY desires to access CSU services provided by CONTRACTOR for eligible County clients; and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement.

THEREFORE, in consideration of the mutual covenants and agreements of this contract, it is understood and agreed by and between the parties as follows:

1. **SCOPE OF SERVICES:**
   CONTRACTOR shall provide Crisis Stabilization Services as set forth in Exhibit A, entitled "Schedule of Services," attached hereto and incorporated herein by this reference. CONTRACTOR agrees to provide documentation or reports to COUNTY when requested to assure CONTRACTOR'S compliance with contract terms.

2. **AMENDMENTS:**
   This Agreement constitutes the entire agreement between the parties. Any amendments or changes to this Agreement shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties.

However, in no event shall such amendments create additional liability to COUNTY or provide additional compensation to CONTRACTOR except as explicitly set forth in this or amended Agreement.

3. <u>COMPENSATION</u>:

The total contractual obligation shall not exceed Twenty Thousand Dollars ($20,000) for the term of this Agreement. This rate shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, incidental expenses and services as set forth in Exhibit B, entitled "Schedule of Charges and Payments," attached hereto and incorporated herein by this reference.

4. <u>CONTRACT TERM</u>:

This Agreement shall remain in full force and effect from July 1, 2020 through June 30, 2021. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.

5. <u>CONTINGENCY OF FUNDING:</u>

a. This Agreement is valid and enforceable only if the County of Sierra, State and/or the United States government make sufficient funds available to the COUNTY for the purposes of this program. In addition, this Agreement is subject to any additional restrictions; limitations or conditions enacted by the Congress or the State that may affect the provisions, terms, or funding of this Agreement in any manner.

b. It is mutually agreed that if the Congress, State, or County of Sierra does not appropriate the same level of funding that was anticipated by COUNTY at the time this Agreement was initiated, or if funding amounts are modified at any time during the term of this Agreement, this Agreement may, upon mutual agreement of the PARTIES, be amended to reflect such changes in funding allocations.

c. COUNTY has the option to void the Agreement under the termination clause to reflect any reduction of funds.

d. Adjustments in funding shall be made through a written contract amendment and shall include any changes required to the Scope in response to modifications in funding. The amount of such adjustment shall not exceed any augmentation or reduction in funding to COUNTY by the County of Sierra, State and/or the United States government. Amendments issued in response to adjustments in funding shall be executed by duly authorized representatives of both parties. CONTRACTOR understands that amendments to this Agreement may not reflect the entire amount of any augmentation or reduction in funding provided to COUNTY for the subject services.

6. TERMINATION:

a. Either party may terminate this Agreement for any reason, or without cause, by giving thirty (30) calendar days written notice to the other, which notice shall be sent in conformity with the notice provisions set forth herein. If the COUNTY gives notice of termination for cause, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by first-class mail.

b. In the event COUNTY terminates this Agreement, CONTRACTOR will be paid for all work performed and all reasonable allowable expenses incurred to date of termination. Should there be a dispute regarding the work performed by CONTRACTOR under this Agreement, 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, that in no event shall any payment hereunder exceed the amount of the Agreement specified in the Compensation section herein, and further 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 and other information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy which either PARTY may have in law or equity.

7. CULTURAL COMPETENCE:

CONTRACTOR shall provide services pursuant to this Agreement in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 10-02, "The 2010 - Cultural Competence Plan Requirements." COUNTY and CONTRACTOR'S compliance with cultural competence requirements is defined in Welfare and Institutions Code (WIC) Section 14684(a) (9) as "Each mental health plan shall provide for culturally competent and age-appropriate services, to the extent feasible. The mental health plan shall assess the cultural competency needs of the program. The mental health plan shall include, as part of the quality assurance program required by Section 14725, a process to accommodate the significant needs with reasonable timeliness." Performance outcome measures shall include a reliable method of measuring and reporting the extent to which services are culturally competent and age-appropriate."

8. REPORTING:

a. CONTRACTOR agrees to provide COUNTY with reports that may be required by County, State or Federal agencies for compliance with this Agreement.

b. CONTRACTOR shall submit quarterly progress reports and a final annual report to COUNTY which reflects progress made in implementing the services and achieving the outcomes set forth in Exhibit A, and to assure CONTRACTOR'S compliance with contract terms. Said annual report shall be submitted by August 31 for the preceding fiscal year.

c. CONTRACTOR shall make annual client outcome information available to COUNTY within 60 days of fiscal year end. Outcome data will be based upon the full array of services provided and how those services advanced the functional improvement of the client. Functional improvement will be measured by the disposition of the client at discharge.

9. FEDERAL AND STATE ACCOUNTING REQUIREMENTS:

CONTRACTOR shall comply with all applicable County, State, and Federal laws, rules and regulations. CONTRACTOR shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all Federal funds received, including all matching funds from the State, COUNTY and any other local or private organizations. CONTRACTOR's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 CFR Part 92 and in the Office of Management and Budget Super Circular "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

10. RIGHT TO MONITOR AND AUDIT:

Authorized county, state and federal agencies shall have the right to monitor all work performed under this Agreement to assure that all-applicable State and Federal regulations are met. COUNTY, State and Federal Governments shall have the right to audit all work, records and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. COUNTY will have the right to review financial and programmatic reports and will notify CONTRACTOR of any potential Federal and/or State exception(s) discovered during such examination. COUNTY will follow-up and ensure that the CONTRACTOR takes timely and appropriate action on all deficiencies.

11. CERTIFICATION OF PROGRAM INTEGRITY:

a. CONTRACTOR shall comply with all State and Federal statutory and regulatory requirements for certification of claims including Title 42, Code of Federal Regulations (CFR) Part 438.

b. CONTRACTOR shall ensure the following for each Medi-Cal beneficiary for whom the CONTRACTOR is submitting a claim for reimbursement:

1. An assessment of the Medi-Cal beneficiary was conducted in compliance with the requirements established in the Mental Health Plan (MHP) contract between Nevada County and the Department of Health Care Services (DHCS), a copy of which will be provided to COUNTY by CONTRACTOR under separate cover.

2. The Medi-Cal beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the beneficiary.

3. The services included in the claim were actually provided to the beneficiary.

4. Medical necessity was established for the beneficiary as defined in statute for the service or services provided, for the timeframe in which the services were provided.

5. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in the MHP contract between Nevada County and the DHCS.

c. CONTRACTOR certifies that it shall comply with all State and Federal requirements regarding false claims and whistleblower protection, including but not limited to California Government Code Sections 8547 et seq. and 12653, and shall not prevent an employee from disclosing information, or retaliate against an employee in any manner because of acts by or on behalf of the employee in disclosing information in furtherance of a false claims action.

d. CONTRACTOR shall conduct monthly comparisons of all CONTRACTOR employees billing Medi-Cal to the following federal databases for positive name matches: Office of the Inspector General's (OIG) List of Excluded Individual/Entities (LEIE) (www.oig.hhs.gov) and General Services Administration (GSA) Excluded Parties List System (EPLS) (www.epls.gov) or System for Award Management (SAM) Excluded Parties List System (EPLS) (www.sam.gov/portal/public/SAM). These monthly checks shall be compiled into a quarterly report and sent to the COUNTY Contract Administrator. Individuals listed in these databases as ineligible to participate in Medicaid or Medicare may not provide services to the County.

e. In addition, CONTRACTOR certifies that the following processes are in place:

1. Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all applicable Federal and State standards.

2. The designation of a compliance officer and a compliance committee that is are accountable to County Compliance Officer to report on adherence to the program senior management.

3. Effective training and education for the compliance officer and the organization's employees.

4. Enforcement of standards through well-publicized disciplinary guidelines.

5. Provisions for internal monitoring and auditing.

6. Provision for prompt response to detected offenses, and for development of corrective action initiatives relating to the provision of mental health services.

12. 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 in the geographical area in which CONTRACTOR practices its profession. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession.

13. 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 provide services as set forth herein. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR will, 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 at the time the services are performed.

14. RECORDS:

a. This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.

b. CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY. CONTRACTOR agrees to provide documentation or reports, compile data, or make its

internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. County shall have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.

c. Upon completion or termination of this Agreement, COUNTY may request CONTRACTOR deliver originals or copies of all records to COUNTY, which has been prepared by, for, or submitted to COUNTY in relation to this Agreement. COUNTY shall have full ownership and control of all such records, although CONTRACTOR shall be entitled to maintain copies of COUNTY'S records hereunder for internal purposes. If COUNTY does not request all records from CONTRACTOR, then CONTRACTOR shall maintain them for a minimum of four (4) years after completion or termination of the Agreement. If for some reason CONTRACTOR is unable to continue its maintenance obligations, CONTRACTOR shall give notice to COUNTY in sufficient time for COUNTY to take steps to ensure proper continued maintenance of records.

d. CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (Government Code, Section 8546.7). Should COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require CONTRACTOR to expend staff time and/or resources to comply, CONTRACTOR shall be responsible for all such costs incurred as a result of this activity.

15. <u>PATIENTS' RIGHTS:</u>

Patients' Rights shall comply with Welfare and Institutions Code Division 5, Section 5325 et seq.; and California Code of Regulations, Title 9, Division 1, Chapter 3, Article 6, Section 590 et seq. COUNTY Patients' Rights Advocate shall have access to COUNTY clients by telephone or in person as deemed necessary by Advocate and client. COUNTY Patients' Rights Advocate shall also have access to COUNTY patients' charts during normal business hours to investigate and resolve complaints.

16. <u>INDEPENDENT CONTRACTOR:</u>

a. In the performance of this Agreement, CONTRACTOR, its agents and employees are, at all times, acting and performing as an independent contractor, and this Agreement creates no relationship of employer and employee as between COUNTY and CONTRACTOR. CONTRACTOR agrees neither it nor its agents and employees have any rights, entitlement or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees.

b. CONTRACTOR shall be responsible for all applicable state and federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.

17. HOLD HARMLESS AND INDEMNIFICATION:

a. COUNTY agrees to indemnify and hold harmless CONTRACTOR and CONTRACTOR'S employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of COUNTY, its employees or agents.

b. CONTRACTOR agrees to indemnify and hold harmless COUNTY and COUNTY'S employees, or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of CONTRACTOR, its employees or agents.

18. INSURANCE:

a. COUNTY understands and agrees to the following: CONTRACTOR in accordance with Government Code section 990 and Labor Code Section 3700, CONTRACTOR has elected to self-insure and participate in risk pooling for general, auto, and medical malpractice liability, participate in risk pooling for workers compensation liability, and insure cyber liability. Under these forms of insurance, the CONTRACTOR covers tort and workers' compensation liability arising out of official CONTRACTOR business and for work performed in this agreement. All claims against the CONTRACTOR based on tort liability should be presented as a government claim to the Clerk of the Board Eric Rood Administrative Center 950 Maidu Avenue, Suite 200 Nevada City, CA 95959. (Gov. Code Section 900, et. Seq.) https://www.mynevadacounty.com/869/Filing-Claims-Against-the-County. CONTRACTOR agrees to require each transferee, subcontractor and assignee to 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 work hereunder. Coverage shall be at least as broad as Insurance Services Office Form CG 00 01 covering Commercial General Liability with limit no less than $1,000,000, Insurance Services Office Form Number CA 0001 with limit no less than $1,000,000, Worker's compensation with limit no less than $1,000,000, and professional liability (Errors and Omissions) Insurance with limit no less than $1,000,000.

b. CONTRACTOR understands and agrees to the following: COUNTY in accordance with Government Code section 990 and Labor Code Section 3700, COUNTY has elected to insure, self-insure, or participate in risk pooling for general, auto, workers' compensation, cyber, and medical malpractice liability. Under these forms of insurance, the COUNTY covers tort and workers' compensation liability arising out of official COUNTY business and for work performed in this agreement. All claims against the COUNTY based on tort liability should be presented as a government claim to the Clerk of the Board

19. CONFLICT OF INTEREST:

CONTRACTOR certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any function or responsibilities in connection with this contract shall have any personal financial interest or benefit that either directly or indirectly arises from this contract. CONTRACTOR shall establish safeguards to prohibit its employees or its officers from using their position for the purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.

20. <u>CONFIDENTIALITY:</u>

a. The Parties agree to maintain confidentiality of information and records as required by applicable federal, state and local laws, regulations and rules, including, but not limited to, Welfare and Institutions (W&I) Code Section 5328 et seq. and Section 14100.2; the

Code of Federal Regulations (CFR), Title 42, Section 431.300 et seq.; the Health Insurance Portability and Accountability Act (HIPAA), including, but not limited to Section 1320 D et seq. of Title 42, United States Code and it's implementing regulations (including but not limited to Title 45, CFR, Parts 142, 160, 162, and 164); and the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), and any current and future regulations promulgated under HIPAA or HITECH, and further agrees to hold the other harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein. CONTRACTOR ensures that any subcontractors' agents receiving health information related to this Agreement agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information.

21. COUNTY REPRESENTATIVE:

The Clinical Director of Behavioral Health or his/her designee is the representative of the COUNTY, will administer this Agreement for the COUNTY, and may be contacted as follows:

Kathryn Hill, LMFT, Clinical Director
Sierra County Behavioral Health
P.O. Box 265
Loyalton, CA 96118
(530) 993-6746

22. NOTICES:

All notices required or authorized by this Agreement shall be in writing. In addition to personal service, all notices may be given to County and to CONTRACTOR by first class mail postage prepaid and properly addressed as follows: Said notices shall be deemed to have been served the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

If to COUNTY: Jamie Franceschini, Contract Analyst Sierra County Behavioral Health P.O. Box 7
Loyalton, CA 96118

If to CONTRACTOR: Phebe Bell, Director
Nevada County Behavioral Health
500 Crown Point Circle, Suite 120
Grass Valley, CA 95945
(530) 470-2784

23. NONDISCRIMINATION:

During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

24. ASSIGNMENT AND SUBCONTRACTING:

Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract, are personal to the CONTRACTOR. COUNTY acknowledges that certain services under this Agreement shall be provided by CONTRACTOR'S Sub-Contractor, Sierra Mental Wellness Group and hereby agrees to the use of named Sub-Contractor in the performance of those services, as more fully set forth in Exhibit "A", Schedule of Services.

25. ENTIRETY OF AGREEMENT:

This Agreement contains the entire agreement of COUNTY and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.

26. GOVERNING LAW AND VENUE:

This contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

27. COMPLIANCE WITH APPLICABLE LAWS:

The CONTRACTOR shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

COUNTY OF NEVADA ("CONTRACTOR")

_____
Heidi Hall, Chair
Nevada County Board of Supervisors

Date: _____

Attest:

_____
Julie Patterson-Hunter
Clerk of the Board of Supervisors

Approved as to Form:
Office of Nevada County Counsel

_____

Date:_____

COUNTY OF SIERRA ("COUNTY")

_____
Jim Beard, Chair
Sierra County Board of Supervisors

Date: _____

Attest:

_____
Name: Heather Foster
Clerk of the Board of Supervisors

Approved as to Form:
Office of Sierra County Counsel

_____

Date: _____

EXHIBIT "A"
SCHEDULE OF SERVICES
Nevada County Behavioral Health – Crisis Stabilization Services

Nevada County Behavioral Health, hereinafter referred to as CONTRACTOR, and Sierra County, hereinafter referred to as COUNTY, agree to enter into a specific contract for the provision of services at the Nevada County Crisis Stabilization Unit (CSU).

All services provided under this contract shall be documented in accordance with Short/Doyle Medi-Cal and Managed Care requirements.

Background and Overview

Nevada County Behavioral Health has contracted with Sierra Mental Wellness Group to provide Crisis Stabilization services at the CSU. The four (4) bed CSU is located in Grass Valley, California, 70 feet from the entrance of the Emergency Department of Sierra Nevada Memorial Hospital (SNMH). The CSU is part of a crisis continuum of care for residents of Nevada County. Individuals receive crisis services, including psychotherapy, medication services, and psychiatry for up to 23 hours per client event.

County Responsibilities

COUNTY shall establish the process for placement of County clients in the CSU, which will include the County's policies related to medical clearance, medication, discharge planning, and other services necessary for clients to be successful following discharge from the CSU. The COUNTY will develop their own policies and procedures unique to issues related to the County admissions, including transportation and the authorization of services.

1. The COUNTY may authorize CSU services, when CONTRACTOR has verified that a bed is available, for an individual whom Sierra County is taking fiscal responsibility for. Only adults, 18 years and older and who are medically cleared from a physical health provider will be considered by CONTRACTOR for CSU placement. Clients still may be at risk of needing psychiatric hospitalization, including being placed on a 5150 hold. COUNTY will ensure medical clearance by following an established protocol of the CSU for this purpose. COUNTY will send clinical (e.g., 5150, Mental Status Assessment, Medication Administration Record) and medically related information (e.g., lab work, completed Medical Clearance form, drug screen results to the CSU, and a brief history of psychiatric medication administration, including allergies or adverse reactions, if possible). The CSU staff will review this documentation and discuss with the COUNTY and sending facility any need for follow up information before deciding if an admission will be approved. The COUNTY will establish an authorization form and ensure it is completed for every client being requested acceptance at the CSU. It is understood between the parties that CONTRACTOR maintains dedicated beds at the CSU, and may only accept COUNTY clients as capacity allows. Further, it is understood and agreed between the Parties that

CONTRACTOR reserves the right to refuse admission of a COUNTY client at CONTRACTOR'S sole discretion.

2. The COUNTY shall arrange transport via ambulance or other approved transport services for individuals on a psychiatric hold from the medical facility to the CSU. The COUNTY shall arrange for voluntary clients, to be transported by other means, such as ambulance, taxi, etc. Transportation following discharge will be arranged in collaboration with the CONTRACTOR, and may include assistance via a Taxi Voucher, CONTRACTOR staff, support person or others. All transportation arrangements and costs are the responsibility of the COUNTY.

3. The COUNTY shall ensure that all prescribed medications of the client will be carried and delivered by the ambulance staff, or other COUNTY-approved transport provider, transporting the client to the CSU. Staff from the sending facility will discuss any unfilled medications with the CSU nurse ahead of time, so as to determine the urgency of filling the medication and administering it in a 23 hour window.

4. The COUNTY shall provide an identified designee for the CSU staff to provide updates, and to gain assistances with accessing necessary services for the client. Any discharges after hours will need a preliminary plan or established protocol of referrals set up ahead of time to ensure that follow up intake/linkage appointment times with Sierra County and other necessary services are available.

5. Although the COUNTY will send a client for crisis stabilization services to the CSU, some clients will continue to meet criteria for a psychiatric hold. The COUNTY will retain chief responsibility of placing 5150 clients in a psychiatric facility.

6. The COUNTY shall arrange for all clients to be discharged from the CSU within 23 hours or safely transferred to another program, including the Insight Respite Center. The CONTRACTOR shall provide any necessary medical or psychiatric treatment, given the constraints of time, insurance, and other potential pitfalls, to support such placements.

Contractor Responsibilities

1. Services rendered pursuant to this Contract shall be provided at the following location: 145 Glasson Way, Grass Valley, California 95945.

2. In accordance with State law and regulations, including CCR Title 9, Sections 1840.338 and 1840.348, the CONTRACTOR, through its Sub-Contractor – Sierra Mental Wellness Group, will offer Crisis Stabilization Services lasting less than 24 hours to address acute psychiatric and/or co-occurring (substance use/mental health) crisis episodes. The CSU will provide mental health stabilization services, which include mental health assessment, medication assessment, psychotherapy, nursing, and case management, to COUNTY referred adult

Sierra County residents. The CSU will allow individuals to receive services in the least restrictive setting. Services will promote wellness, resiliency and recovery.

3. The CONTRACTOR hereby represents and warrants that it is currently, and for the duration of this Contract shall remain, certified by Medi-Cal to provide Crisis Stabilization services.

4. All policies of CONTRACTOR and Sub-Contractor - Sierra Mental Wellness Group (SMWG), in relation to services provided by the CSU and the Crisis Team shall also apply to COUNTY's clients, including referrals to the Emergency Department (ED) at Sierra Nevada Memorial Hospital (SNMH) for psychiatric or medical emergencies beyond the scope of the CSU.

5. To the extent allowable, CONTRACTOR shall bill Medi-Cal for services and shall be entitled to all permissible reimbursement. CONTRACTOR will create an invoice and bill the COUNTY for the established hourly rate for up to 20 hours per episode.

6. The CONTRACTOR and its Subcontractor will:

    a. Maintain the confidentiality and security of all services and records in compliance with HIPAA and HITECH, to the extent required by law.

    b. Deliver services in compliance with all applicable provisions described under the Welfare and Institutions Code.

    c. Comply with all applicable provisions of Title 9 of the California Code of Regulations, entitled Community Mental Health Services under the Bronzan-McCorquodale Act, commencing with Section 5600 of the Welfare and Institutions Code Division 5, entitled Community Mental Health Services, Sections 5000-5803, as amended, Local Mental Health Authority, and other applicable laws, regulations and policies governing the provisions of public Mental Health services.

    d. Consider the client's psychiatric stability and whether the staffing and interventions available to the CSU will meet the psychiatric and behavioral health needs of any proposed Sierra County admissions. This includes whether the environment and support of the CSU specifically is adequate in managing potentially dangerous behavior.

    e. Follow the established procedure of assessing clients throughout their stay at the CSU with regard to determining whether the client needs to be evaluated for a 5150 psychiatric hold or to be placed on an initial 5150 hold. These assessments are completed by the CSU therapist or Nevada County's contracted Sierra Mental

Wellness Group (SMWG) Crisis Team. A CSU therapist can only perform this function if they are alternately trained and have worked on the Crisis Response Team (CRT) in Nevada County. The process of rescinding 5150s will occur through the established policy of SMWG, which requires the approval of the psychiatrist on call at the CSU.

f. Begin discharge planning for the client immediately upon client's arrival to the CSU. The discharge plan, which includes a Recovery Plan and Relapse Prevention Plan, provides a clear outline of both strategies for staying safe and linkages to services with community services. The CONTRACTOR will provide a required discharge packet of documentation (e.g., treatment summary, medications administered, diagnosis, etc.) necessary for the client to access services following discharge to another provider. CONTRACTOR shall not be responsible for the coordination of discharge or discharge planning services on behalf of COUNTY or COUNTY client upon client's discharge from the CSU.

g. Regularly coordinate with the COUNTY's designee for providing updates on progress and planning of follow-up services.

h. Comply with documentation standards established by Nevada County for the CSU. Records of each individual client shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and contain all data necessary to meet Medi-Cal and Medicare requirements. This documentation includes progress notes, assessments, medication logs, and other required documentation.

i. Utilize the Cerner Behavioral Health Solution Electronic Health Record (EHR) System functionality that is relevant to the scope of work of this contract. This requirement includes the data collection necessary for the CONTRACTOR to meet billing and, importantly, quality assurance goals.

j. Comply with staffing requirements that meet criteria for billing Medi-Cal certification standards per California Code of Regulations (CCR), Title 9, 1840.348. A full-time Registered Nurse (RN), Psychiatric Technician, or Licensed Vocational Nurse of the CONTRACTOR will be on site at all times beneficiaries are present. A Board Certified Psychiatrist will be on call daily for a block of 12 hours. This time will be determined by CONTRACTOR as the best time that meets the needs of the clients and staff.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
Nevada County Behavioral Health – Crisis Stabilization Services

COUNTY shall pay to CONTRACTOR a maximum not to exceed Twenty Thousand Dollars ($20,000) for satisfactorily providing services pursuant to this contract for the contract term.

COUNTY shall pay CONTRACTOR at the rate of Forty-one Dollars ($41.00) an hour up to twenty (20) hours per client admission, all inclusive of room and board, medications and psychiatrist's time.

CONTRACTOR shall invoice COUNTY quarterly in arrears for services provided. Invoices shall be remitted to:

Sierra County Fiscal
P.O. Box 7
Loyalton, CA 96118

CONTRACTOR shall bill Medi-Cal and any other applicable State, Federal or private sources available at the time services are performed and shall be solely entitled to all permissible reimbursement. However, CONTRACTOR shall not bill a client directly for any services, such as unmet share of cost, deductibles, etc.

If it is determined, either before or after admission to the Facility, that a Patient is Medi-Cal eligible in another county, it is the responsibility of the COUNTY to notify the county of financial responsibility that one of its Medi-Cal beneficiaries has been admitted to CONTRACTOR's Facility.

It is also the responsibility of the COUNTY to provide documentation of authorization from the responsible county to the CONTRACTOR, who will then bill the county of responsibility as defined above, for reimbursement. Unless the COUNTY has provided CONTRACTOR with documentation of authorization from another county, COUNTY is responsible for payment at the above listed rate for CONTRACTOR's services regardless of a Patient's Medi-Cal eligibility or other insurance.

Payments to CONTRACTOR shall be made within thirty (30) days of the receipt of invoice by the COUNTY. Payments shall be remitted to:

Nevada County Behavioral Health Department
Attn: Fiscal Staff
500 Crown Point Circle, Suite 120
Grass Valley, CA 95945

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Behavioral Health
APPROVING PARTY: Lea Salas, Administrative Director
PHONE NUMBER: (530) 993-6746

AGENDA ITEM: Professional Services Agreement between Nevada County Department of Health and Human Services and Sierra County for respite services.

SUPPORTIVE DOCUMENTS ATTACHED: ☒Memo ☐Resolution ☒Agreement ☐Other

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $20,000 Annually

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☒Yes ☐No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Lea Salas, Administrative Director of Behavioral Health
Reference: Agenda Item
Date of memo: June 9, 2020
Date of Board Meeting: June 16, 2020

Requested Action: Professional Services Agreement between Nevada County Department of Health and Human Services and Sierra County for respite services.

Mandated by:

Funding
Budgeted? YesX No

Revenue	$20,000.00	**Mental Health, Mental Health Services Act**
Expenses	$20,000.00	**Mental Health, Mental Health Services Act**
Difference	0	

Background Information: Nevada County Behavioral Health has contracted with Turning Point Community Programs, Inc., hereinafter referred to as Sub-Contractor, to provide Respite services as part of a crisis continuum of care at the Insight Respite Center (IRC). The four (4) bed Care Center operates 24 hours per day, seven (7) days per week (24/7). The IRC provides a relaxed and welcoming home-like environment for individuals with mental health challenges who are going through an escalation of mental health symptoms, in order to prevent crisis intervention or hospitalization. Participants focus on their personal strengths and strive to gain emotional stability, balance, and resilience within their lives as they work with peer counselors and their fellow peers in the program toward their recovery. The leadership of people with lived experience is essential to the success of the IRC. The IRC is staffed primarily by peer counselors and others with lived experience. This wellness, resiliency, and recovery-oriented setting is less restrictive than a Crisis Stabilization Unit (CSU) or a psychiatric inpatient facility. The IRC facilitates communication and coordination across all components of the crisis continuum of care, including the Crisis Response Team at the local Emergency Department, CSU, and other service agencies involving a client's support network.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: This valuable and cost effective service would not be available to Sierra County residents when needed to prevent a crisis or hospitalization.

CONTRACT FOR SERVICES
NEVADA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

DESCRIPTION: Respite Services
BEGINS: July 1, 2020
ENDS: June 30, 2021

This is an Agreement made and operative as of the 1st day of July 2020 between the County of Nevada, Department of Behavioral Health, hereinafter referred to as "CONTRACTOR", and the County of Sierra, hereinafter referred to as "COUNTY," (collectively, the "PARTIES"), each party being a political subdivision of the State of California, and

WHEREAS, COUNTY desires to make the most appropriate and economical use of regional services in order to provide comprehensive mental health services to all residents of Sierra County; and

WHEREAS, CONTRACTOR currently operates a Respite Care Center, known as the Insight Respite Center, 24 hours per day, seven (7) days per week (24/7), where individuals can receive temporary housing and supportive counseling services; and

WHEREAS, COUNTY desires to access Respite Care Center Services provided by CONTRACTOR for eligible County clients; and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement.

THEREFORE, in consideration of the mutual covenants and agreements of this contract, it is understood and agreed by and between the parties as follows:

1. **SCOPE OF SERVICES:**
   CONTRACTOR shall provide Respite Services as set forth in Exhibit A, entitled "Schedule of Services," attached hereto and incorporated herein by this reference. CONTRACTOR agrees to provide documentation or reports to COUNTY when requested to assure CONTRACTOR'S compliance with contract terms.

2. **AMENDMENTS:**
   This Agreement constitutes the entire agreement between the parties. Any amendments or changes to this Agreement shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties.

However, in no event shall such amendments create additional liability to COUNTY or provide additional compensation to CONTRACTOR except as explicitly set forth in this or amended Agreement.

3. <u>COMPENSATION</u>:

The total contractual obligation shall not exceed Twenty Thousand Dollars ($20,000) for the term of this Agreement. This rate shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, incidental expenses and services as set forth in Exhibit B, entitled "Schedule of Charges and Payments," attached hereto and incorporated herein by this reference.

4. <u>CONTRACT TERM</u>:

This Agreement shall remain in full force and effect from July 1, 2020 through June 30, 2021. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.

5. <u>CONTINGENCY OF FUNDING:</u>

a. This Agreement is valid and enforceable only if the County of Sierra, State and/or the United States government make sufficient funds available to the COUNTY for the purposes of this program. In addition, this Agreement is subject to any additional restrictions; limitations or conditions enacted by the Congress or the State that may affect the provisions, terms, or funding of this Agreement in any manner.

b. It is mutually agreed that if the Congress, State, or County of Sierra does not appropriate the same level of funding that was anticipated by COUNTY at the time this Agreement was initiated, or if funding amounts are modified at any time during the term of this Agreement, this Agreement may, upon mutual agreement of the PARTIES, be amended to reflect such changes in funding allocations.

c. COUNTY has the option to void the Agreement under the termination clause to reflect any reduction of funds.

d. Adjustments in funding shall be made through a written contract amendment and shall include any changes required to the Scope in response to modifications in funding. The amount of such adjustment shall not exceed any augmentation or reduction in funding to COUNTY by the County of Sierra, State and/or the United States government. Amendments issued in response to adjustments in funding shall be executed by duly authorized representatives of both parties. CONTRACTOR understands that amendments to this Agreement may not reflect the entire amount of any augmentation or reduction in funding provided to COUNTY for the subject services.

6. TERMINATION:

a. Either party may terminate this Agreement for any reason, or without cause, by giving thirty (30) calendar days written notice to the other, which notice shall be sent by certified mail in conformity with the notice provisions set forth herein. If the COUNTY gives notice of termination for cause, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by United States Mail.

b. In the event COUNTY terminates this Agreement, CONTRACTOR will be paid for all work performed and all reasonable allowable expenses incurred to date of termination. Should there be a dispute regarding the work performed by CONTRACTOR under this Agreement, 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, that in no event shall any payment hereunder exceed the amount of the Agreement specified in the Compensation section herein, and further 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 and other information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy which either PARTY may have in law or equity.

7. CULTURAL COMPETENCE:

CONTRACTOR shall provide services pursuant to this Agreement in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 10-02, "The 2010 - Cultural Competence Plan Requirements." COUNTY and CONTRACTOR'S compliance with cultural competence requirements is defined in Welfare and Institutions Code (WIC) Section 14684(a) (9) as "Each mental health plan shall provide for culturally competent and age-appropriate services, to the extent feasible. The mental health plan shall assess the cultural competency needs of the program. The mental health plan shall include, as part of the quality assurance program required by Section 14725, a process to accommodate the significant needs with reasonable timeliness." Performance outcome measures shall include a reliable method of measuring and reporting the extent to which services are culturally competent and age-appropriate."

8. REPORTING:

a. CONTRACTOR agrees to provide COUNTY with reports that may be required by County, State or Federal agencies for compliance with this Agreement.

b. CONTRACTOR shall submit quarterly progress reports and a final annual report to COUNTY which reflects progress made in implementing the services and achieving the outcomes set forth in Exhibit A, and to assure CONTRACTOR'S compliance with contract terms. Said annual report shall be submitted by August 31 for the preceding fiscal year.

c. CONTRACTOR shall make annual client outcome information available to COUNTY within 60 days of fiscal year end. Outcome data will be based upon the full array of services provided and how those services advanced the functional improvement of the client. Functional improvement will be measured by the disposition of the client at discharge.

9. FEDERAL AND STATE ACCOUNTING REQUIREMENTS:

CONTRACTOR shall comply with all applicable County, State, and Federal laws, rules and regulations. CONTRACTOR shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all Federal funds received, including all matching funds from the State, COUNTY and any other local or private organizations. CONTRACTOR's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 CFR Part 92 and in the Office of Management and Budget Super Circular "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

10. RIGHT TO MONITOR AND AUDIT:

Authorized county, state and federal agencies shall have the right to monitor all work performed under this Agreement to assure that all-applicable State and Federal regulations are met. COUNTY, State and Federal Governments shall have the right to audit all work, records and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. COUNTY will have the right to review financial and programmatic reports and will notify CONTRACTOR of any potential Federal and/or State exception(s) discovered during such examination. COUNTY will follow-up and ensure that the CONTRACTOR takes timely and appropriate action on all deficiencies.

11. CERTIFICATION OF PROGRAM INTEGRITY:

a. CONTRACTOR certifies that the following processes are in place:

1. Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all applicable Federal and State standards.

2. The designation of a compliance officer and a compliance committee that is/are accountable to County Compliance Officer to report on adherence to the program senior management.

3. Effective training and education for the compliance officer and the organization's employees.

4. Enforcement of standards through well-publicized disciplinary guidelines.

5. Provisions for internal monitoring and auditing.

6. Provision for prompt response to detected offenses, and for development of corrective action initiatives relating to the provision of mental health services.

12. 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 in the geographical area in which CONTRACTOR practices its profession. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession.

13. 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 provide services as set forth herein. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR will, 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 at the time the services are performed.

14. RECORDS:

a. This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.

b. CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY. CONTRACTOR agrees to provide documentation or reports, compile data, or make its internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. COUNTY shall have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.

c. Upon completion or termination of this Agreement, COUNTY may request CONTRACTOR deliver originals or copies of all records to COUNTY, which has been prepared by, for, or submitted to COUNTY in relation to this Agreement. COUNTY shall have full ownership and control of all such records, although CONTRACTOR shall be entitled to maintain copies of COUNTY'S records hereunder for internal purposes. If COUNTY does not request all records from CONTRACTOR, then CONTRACTOR shall maintain them for a minimum of four (4) years after completion or termination of the Agreement. If for some reason CONTRACTOR is unable to continue its maintenance obligations, CONTRACTOR shall give notice to COUNTY in sufficient time for COUNTY to take steps to ensure proper continued maintenance of records.

d. CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (Government Code, Section 8546.7). Should COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require CONTRACTOR to expend staff time and/or resources to comply, CONTRACTOR shall be responsible for all such costs incurred as a result of this activity.

15. <u>PATIENTS' RIGHTS:</u>

Patients' Rights shall comply with Welfare and Institutions Code Division 5, Section 5325 et seq.; and California Code of Regulations, Title 9, Division 1, Chapter 3, Article 6, Section 590 et seq. County Patients' Rights Advocate shall have access to COUNTY clients by telephone or in person as deemed necessary by Advocate and client. County Patients' Rights Advocate shall also have access to COUNTY patients' charts during normal business hours to investigate and resolve complaints.

16. <u>INDEPENDENT CONTRACTOR:</u>

a. In the performance of this Agreement, CONTRACTOR, its Sub-Contractor, agents and employees are, at all times, acting and performing as an independent contractor, and this Agreement creates no relationship of employer and employee as between COUNTY and CONTRACTOR. CONTRACTOR agrees neither it nor its agents and employees have any rights, entitlement or claim against COUNTY for any type of

employment benefits or workers' compensation or other programs afforded to COUNTY employees.

b. CONTRACTOR shall be responsible for all applicable state and federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.

17. HOLD HARMLESS AND INDEMNIFICATION:

a. COUNTY agrees to indemnify and hold harmless CONTRACTOR and CONTRACTOR'S employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of COUNTY, its employees or agents.

b. CONTRACTOR agrees to indemnify and hold harmless COUNTY and COUNTY'S employees, or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of CONTRACTOR, its employees or agents.

18. INSURANCE:

a. COUNTY understands and agrees to the following: CONTRACTOR in accordance with Government Code section 990 and Labor Code Section 3700, CONTRACTOR has elected to self-insure and participate in risk pooling for general, auto, and medical malpractice liability, participate in risk pooling for workers compensation liability, and insure cyber liability. Under these forms of insurance, the CONTRACTOR covers tort and workers' compensation liability arising out of official CONTRACTOR business and for work performed in this agreement. All claims against the CONTRACTOR based on tort liability should be presented as a government claim to the Clerk of the Board Eric Rood Administrative Center 950 Maidu Avenue, Suite 200 Nevada City, CA95959.(Gov.CodeSection900,et.Seq.)https://www.mynevadacounty.com/869/Filing-Claims-Against-the-County. CONTRACTOR agrees to require each transferee, subcontractor and assignee to 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 work hereunder. Coverage shall be at least as broad as Insurance Services Office Form CG 00 01 covering Commercial General Liability with limit no less than $1,000,000, Insurance Services Office Form Number CA 0001 with limit no less than $1,000,000, Worker's compensation with limit no less than $1,000,000, and professional liability (Errors and Omissions) Insurance with limit no less than $1,000,000.

b. CONTRACTOR shall cause and require each transferee, Sub-Contractor and assignee to comply with the insurance provisions set forth herein at Section 20, insurance, in the same amounts and subject to the same terms as are required of CONTRACTOR under this Agreement.

19. CONFLICT OF INTEREST:

CONTRACTOR certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any function or responsibilities in connection with this contract shall have any personal financial interest or benefit that either directly or indirectly arises from this contract. CONTRACTOR shall establish safeguards to prohibit its employees or its officers from using their position for the purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.

20. CONFIDENTIALITY:

a. The PARTIES agree to maintain confidentiality of information and records as required by applicable federal, state and local laws, regulations and rules, including, but not limited to, Welfare and Institutions (W&I) Code Section 5328 et seq. and Section 14100.2; the Code of Federal Regulations (CFR), Title 42, Section 431.300 et seq.; the Health Insurance Portability and Accountability Act (HIPAA), including, but not limited to Section 1320 D et seq. of Title 42, United States Code and it's implementing regulations (including but not limited to Title 45, CFR, Parts 142, 160, 162, and 164); and the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), and any current and future regulations promulgated under HIPAA or HITECH, and further agrees to hold the other harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein. CONTRACTOR ensures that any Sub-Contractors' agents receiving health information related to this Agreement agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information.

21. COUNTY REPRESENTATIVE:

The Director of the Adult System of Care or his/her designee is the representative of the COUNTY, will administer this Agreement for the COUNTY, and may be contacted as follows:

Kathryn Hill, LMFT, Clinical Director
Sierra County Behavioral Health
P.O. Box 265
Loyalton, CA96118
(530) 993-6746

22. NOTICES:

All notices required or authorized by this Agreement shall be in writing. In addition to personal service, unless another method of notice is required in Section 6 ("Termination"), all notices may be given to COUNTY and to CONTRACTOR by first class mail postage prepaid, and properly addressed as follows: Said notices shall be deemed to have been

served the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

If to COUNTY:	Jamie Franceschini, Contract Analyst Sierra County Behavioral Health P.O. Box 7 Loyalton, CA 96118
If to CONTRACTOR:	Phebe Bell, Director Nevada County Behavioral Health 500 Crown Point Circle, Suite 120 Grass Valley, CA 95945

23. NONDISCRIMINATION:

During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

24. ASSIGNMENT AND SUBCONTRACTING:

Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to the CONTRACTOR. COUNTY acknowledges that certain services under this Agreement shall be provided by CONTRACTOR'S Sub-Contractor, Turning Point Community Programs, Inc. and hereby agrees to the use of named Sub-Contractor in the performance of those services, as more fully set forth in Exhibit "A", Schedule of Services.

25. ENTIRETY OF AGREEMENT:

This Agreement contains the entire agreement of COUNTY and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.

26. GOVERNING LAW AND VENUE:

This contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

27. <u>COMPLIANCE WITH APPLICABLE LAWS:</u>

The CONTRACTOR shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

COUNTY OF NEVADA ("CONTRACTOR")

_____
Heidi Hall, Chair
Nevada County Board of Supervisors

Date: _____

Attest:

_____
Julie Patterson-Hunter
Clerk of the Board of Supervisors

Approved as to Form:
Office of Nevada County Counsel

_____

Date:_____

COUNTY OF SIERRA ("COUNTY")

_____
Jim Beard, Chair
Sierra County Board of Supervisors

Date: _____

Attest:

_____
Name: Heather Foster
Clerk of the Board of Supervisors

Approved as to Form:
Office of Sierra County Counsel

_____

Date: _____

EXHIBIT "A"
SCHEDULE OF SERVICES
Nevada County Behavioral Health – Respite Services

Nevada County Behavioral Health, hereinafter referred to as CONTRACTOR, and Sierra County, hereinafter referred to as COUNTY, agree to enter into a specific contract for the provision of Respite Services at the Insight Respite Center (IRC).

Background and Overview

Nevada County Behavioral Health has contracted with Turning Point Community Programs, Inc., hereinafter referred to as Sub-Contractor, to provide Respite services as part of a crisis continuum of care at the Insight Respite Center (IRC). The four (4) bed Care Center operates 24 hours per day, seven (7) days per week (24/7). The IRC provides a relaxed and welcoming home-like environment for individuals with mental health challenges who are going through an escalation of mental health symptoms, in order to prevent crisis intervention or hospitalization. Participants focus on their personal strengths and strive to gain emotional stability, balance, and resilience within their lives as they work with peer counselors and their fellow peers in the program toward their recovery. The IRC honors all aspects of the whole self of all persons involved. The leadership of people with lived experience is essential to the success of the IRC. The IRC is staffed primarily by peer counselors and others with lived experience. This wellness-, resiliency-, and recovery-oriented setting is less restrictive than a Crisis Stabilization Unit (CSU) or a psychiatric inpatient facility. The IRC facilitates communication and coordination across all components of the crisis continuum of care, including the Crisis Response Team at the local Emergency Department, CSU, and other service agencies involving a client's support network.

County Responsibilities

COUNTY shall establish the process for placement of County clients in the IRC, which will include the COUNTY'S policies related to the clinical appropriateness of individual clients for Respite Services, discharge planning, and other services necessary for clients to be successful following discharge from the IRC. The COUNTY will develop their own policies and procedures unique to issues related to County admissions, including transportation and the authorization of services.

1. COUNTY may authorize IRC Services, when CONTRACTOR has verified that a bed is available, for an individual whom Sierra County is taking fiscal responsibility for. Only adults, 18 years and older and who are psychiatrically and physically appropriate, as deemed by the CONTRACTOR and IRC staff, will be accepted for an IRC placement. The COUNTY will establish an authorization form and ensure it is completed for every client acceptance request for the IRC. It is understood between the PARTIES that CONTRACTOR maintains dedicated beds at the IRC and may only accept COUNTY clients as capacity allows. Further, it is understood and agreed between the PARTIES that CONTRACTOR reserves the right to refuse admission of a COUNTY client at CONTRACTOR'S discretion.

2. The COUNTY shall arrange transportation from Sierra County to the CSU in Grass Valley, California as part of the assessment process for placement at the IRC. The CONTRACTOR may provide Taxi Vouchers for transportation of clients from the CSU to the IRC. Transportation following the discharge from the IRC shall be arranged by the COUNTY, and any associated costs are the responsibility of the COUNTY.

3. COUNTY shall ensure that all prescribed medications of the client will be carried and delivered by the client. Clients are to take medication on their own. Respite staff shall not observe medication adherence, unless the client voluntarily asks for staff to provide this type of observation.

4. COUNTY shall provide an identified designee for Respite staff to provide updates, and to gain assistances with accessing necessary services for the client. Any discharges after hours will need a preliminary plan or established protocol of referrals set up ahead of time to ensure that follow up intake/linkage appointment times with Sierra County and any other necessary services are available.

5. COUNTY shall begin discharge planning from the Insight Respite Center immediately upon client placement. The COUNTY shall provide any necessary medical, psychiatric, or other services to support such placements. All individuals referred to Respite Services, including those who are homeless, must have an identified placement (e.g., Drug and Alcohol residential program) or residence arranged upon discharge from the Insight Respite Center, which shall be the sole responsibility of COUNTY to secure.

Contractor Responsibilities

1. Services rendered pursuant to this Contract shall be provided at the following location: 13192 Brunswick Rd. Grass Valley, California 95945.

2. Offer Insight Respite Center (IRC) Services/support up to fourteen (14) days. If individuals need additional time at the Center, the IRC team shall document, consider requests and may authorize additional days up to a maximum of twenty-eight (28) days per admission.

3. The CONTRACTOR and its Sub-Contractor will:

    a. Maintain the confidentiality and security of all services and records in compliance with HIPAA and HITECH, to the extent required by law.

    b. Deliver services in compliance with all applicable provisions described under the Welfare and Institutions Code.

c. Consider the client's psychiatric and physical health stability and whether the staffing and interventions available through the IRC will meet the psychiatric and behavioral health needs of any proposed Sierra County admissions. This includes whether the environment and support of the IRC specifically is adequate in managing potentially dangerous behavior. Because of the nature of physical environment at the IRC, including many stairs, client's physical limitations and medical needs may preclude the use of this service.

d. Follow the procedure of assessing all potential Respite clients first at the CSU where the Crisis Response Team (CRT) is co-located in Grass Valley, California next to the entrance of the Emergency Department of Sierra Nevada Memorial Hospital. Clients may or may not need CSU services, but all assessments will take place at that location. The CRT or CSU staff will assess the client's appropriateness for Respite Services during the initial assessment of the client for placement and continuing during any admission, if needed, at the CSU. Clients that do not require CSU services, may be immediately referred to the IRC. When a referral is made to the IRC, the CONTRACTOR will identify if there is an opening and request IRC staff to travel to the CSU to provide a screening of the client for the appropriateness of IRC services. The final decision of who enters the IRC program will remain with the designee of the CONTRACTOR, which is usually the Clinical Supervisor or the Program Manager.

e. In coordination with COUNTY, assist with discharge planning for the client immediately upon client's arrival to the IRC. The discharge plan, which includes a Wellness Recovery Action Plan (WRAP), provides a clear outline of both strategies for managing symptoms during the stay at IRC and afterward.

f. Regularly coordinate with the COUNTY's designee for providing updates on progress and planning of follow-up services.

g. Comply with documentation standards established by Nevada County for the IRC.

h. Ensure that potential clients meet the following target population:

1. Over the age of 18 years;
2. Have a mental illness and as a result of the disorder the individual is at risk of needing a higher level of care (e.g., psychiatric hospitalization, residential program, etc.) or recently discharged from a higher level of care, or experiencing a first episode or re-emergence of a psychotic break;

3. Assessed by the staff of the Sub-Contractor and approved by the CONTRACTOR's Program Manager or his/her designee;
4. Medically stable;
5. Not under the influence of alcohol and/or drug;
6. Able to maintain acceptable personal hygiene;
7. Be responsible for preparing meals and cleaning up after oneself;
8. Understand and sign or initial necessary documentation;
9. Willing to follow participant agreement upon entering the Center; and
10. Have a place to return to when leaving the Center, which shall be identified by COUNTY at the time of placement.

i. Ensure that the IRC provides a warm supportive home-like environment for individuals who will receive active listening and empathy from peer counselors, which has been shown to be effective in reducing immediate feelings of crisis and promoting quicker resolution of crisis. Services shall be focused on helping individuals understand the factors that preceded the crisis so they can begin to understand triggers and develop appropriate coping skills.

j. Provide clinical support to the staff who are made up of mostly peers. Peers are defined as those persons with lived experience, as either a person who has received psychiatric services in the past for a mental illness or has lived with a family member with such experiences. The Program Director for the IRC shall be onsite at the Center 40 hours per week. There shall also be a Peer Counselor or Lead Peer Counselor onsite 24 hours per day, 7 days per week, and a second Peer Counselor shall be onsite daily at various times from 8 am to 12:00 am.

k. Ensure that the guiding principles utilized by staff shall include Wellness and Recovery and Intentional Peer Support, with a focus on services being participant-driven, individualized and person-centered, empowering, holistic, strengths-based, respectful, and above all provide hope to the participants.

l. Encourage the use of a comprehensive trauma-informed approach with a crisis prevention WRAP plan. This plan will start with goal setting. The respite staff shall use the Strengths Assessment in order to help the client identify existing strengths and develop plans that use those strengths in order to achieve identified short-term goals. This plan will help clients to anticipate and manage situations that have historically precipitated crisis events. These plans often lead to the client feeling empowered and providing hope for improved ability to manage difficult situations in their lives. The plan shall include natural supports, such as family members and friends, along with other identified supports who will be invited to participate in the development of the plan and to play an active role in ongoing support of the individual. During their time at the Center, other

natural community supports also shall be identified that meet the clients identified needs at that time, as well as any needs they may have following discharge from the program.

m. Early Transition/Termination may occur with clients if their behavior does not align with house rules, they need a higher level of care, they display significant threatening behavior or verbalize threats to self or others, they decline to follow significant parts of their support plan at the Center, they achieve their desired goals and are ready to leave, or have stayed at the Center for the maximum time period (28 days), as determined by staff and the CONTRATOR or the Sub-Contractor. Policies and procedures that clearly describe the criteria for transitioning/terminating a participant early from the program shall be clearly outlined and documented. CONTRACTOR shall document the reason(s) why any individual is transitioned/terminated early from the program and a summary provided to the County designee.

n. Arrange and lead regular Insight Respite Center Steering Committee meetings which will include key staff from the COUNTY, CONTRACTOR, Spirit Peer Empowerment Center, SB 82 grant evaluator, other relevant agencies and stakeholders, consumers, advocates, and other interested parties. The Steering Committee will review outcomes and ways to improve the Respite Center process and services. Ensure that all persons working at the IRC receive comprehensive training related to understanding the array of services with the County Adult System of Care. Coordination of the Center's services will be integrated with the Crisis Response Team, CSU, Sierra Nevada Memorial Hospital, and the County programs related to crisis services and follow-up services. IRC staff and COUNTY staff shall collaborate to ensure that all Center participants, to the best extent possible, have a clinically supported transition back to their home.

o. Perform services which are relevant to this contract but have not been included in this scope of the services. The Sub-Contractor has agreed to perform said services upon the written request of the CONTRACTOR. These additional services may include, but are not limited to, any of the following: Work requested by the CONTRACTOR in connection with any other matter or any item of work not specified herein; work resulting from substantial changes ordered by the CONTRACTOR in the nature or extent of the project, and serving as an expert witness for the CONTRACTOR in any litigation or other proceedings involving the Center.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
Nevada County Behavioral Health – Respite Services

COUNTY shall pay to CONTRACTOR a maximum not to exceed Twenty Thousand Dollars ($20,000) for satisfactorily providing services pursuant to this contract for the contract term.

COUNTY shall pay CONTRACTOR at the rate of Eighty Dollars ($80.00) per day, per COUNTY individual, all inclusive of room and board, and counseling services.

CONTRACTOR shall invoice COUNTY quarterly in arrears for services provided. Invoices shall be remitted to:

Sierra County Fiscal
P.O. Box 7
Loyalton, CA 96118

Payments to CONTRACTOR shall be made within thirty (30) days of the receipt of invoice by the COUNTY. Payments shall be remitted to:

Nevada County Behavioral Health
Attn: Fiscal Staff
500 Crown Point Circle, Suite 120
Grass Valley, CA 95945

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Behavioral Health
APPROVING PARTY: Lea Salas, Administrative Director
PHONE NUMBER: (530) 993-6746

AGENDA ITEM: Professional Services Agreement between Oliver Ocskay, Ph.D. and Sierra County for behavioral health services.

SUPPORTIVE DOCUMENTS ATTACHED: ☒Memo ☐Resolution ☒Agreement ☐Other

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $ 108,520.00 Annually

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☒Yes ☐No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Lea Salas, Administrative Director of Behavioral Health
Reference: Agenda Item
Date of memo: June 9, 2020
Date of Board Meeting: June 16, 2020

Requested Action: Professional Services Agreement between Oliver Ocskay, Ph.D. and Sierra County for behavioral health services.

Mandated by:

Funding
Budgeted? YesX No

Revenue	$108,520.00	**Mental Health, Mental Health Services Act**
Expenses	$108,520.00	**Mental Health, Mental Health Services Act**
Difference	0	

Background Information: This is an agreement renewal for behavioral health services. This contractor provides psychology services to the east side of the county in the Loyalton Behavioral Health office. The maximum amount of this agreement increased $14,568.96 from last year as last year was a partial agreement.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: Disapproving this agreement could cause behavioral health needs on the east side of the county to be delayed until a new contract is established. Sierra County would fail to meet the Network Adequacy requirements established by the State.

Oliver Ocskay, Ph.D. Agreement No. _____
Mental Health

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and

OLIVER OCSKAY, Ph.D.
"CONTRACTOR")

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: July 1, 2020

Termination Date: June 30, 2021

3. PAYMENT.

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

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

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A".

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 terms or conditions insofar as the latter are inconsistent with the general provisions. The HIPAA Business Associates Agreement, Attachment F is incorporated by this reference.

7. DESIGNATED REPRESENTATIVES.

The Clinical Director of Sierra County Behavioral Health or Designee is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Oliver Ocskay is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E - Form of Invoice
Attachment F – Business Associate Agreement
Attachment G – Independent Contractor Affidavit

9. AGREEMENT DATE. The Agreement Date is July 1, 2020 as approved by the Sierra County Board of Supervisors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"	"CONTRACTOR"
COUNTY OF SIERRA	
By_____	_____
JIM BEARD, CHAIRMAN	OLIVER OCSKAY, Ph.D.
SIERRA COUNTY BOARD OF SUPERVISORS	
ATTEST:	APPROVED AS TO FORM:
_____	_____
HEATHER FOSTER	DAVID PRENTICE
Clerk of the Board	County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

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

1) Provide assessment and counseling services to Sierra County Behavioral Health beneficiaries;
2) Provide case written reports and consultation to Sierra County Behavioral Health according to mutual agreement and consistent with standards of professional conduct and practices;
3) Provide Treatment and Placement recommendations;
4) Provide Family, Individual or Child therapy;
5) Participate in case conference meetings with Sierra County Behavioral Health staff upon request;
6) Provide clinical review of patient charts (diagnosis, prognosis, treatment plan) upon request of Sierra County Behavioral Health Clinical Director;
7) Provide clinical program consultation and reports to Sierra County Behavioral Health Clinical Director upon request;
8) Assist Sierra County Behavioral Health Clinical Director with utilization review and provide administrative advice upon request;
9) Provide the above services in Loyalton or at the sites agreed upon with the Sierra County Behavioral Health Clinical Director;
10) Provide telephone consultation to program staff or Sierra County Behavioral Health Clinical Director upon request;
11) Attend Culturally and Linguistically Appropriate Services (CLAS Standards), Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Electronic Health Records (EHR) trainings provided by the COUNTY to meet State and Federal requirements
12) Attend the Behavioral Health Staff and Clinical Meetings

A.2. TIME SERVICES RENDERED.

Work will begin immediately upon execution of this agreement by the County. Thereafter, CONTRACTOR shall perform services in a diligent and timely manner.

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.

Office space and laptop computer will be furnished by COUNTY. CONTRACTOR must attend Culturally and Linguistically Appropriate Services (CLAS Standards), Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Electronic Health Records (EHR) trainings provided by the COUNTY to meet State and Federal requirements.

ATTACHMENT B
PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE.

COUNTY shall pay CONTRACTOR a contract fee of One Hundred twenty dollars ($120.00) per hour. CONTRACTOR shall provide COUNTY with a maximum not to exceed eight hundred ninety-six hours (896) hours of actual services per contract period. CONTRACTOR shall submit requests for payment ("Invoice") on a monthly basis, invoicing for all work completed and delivered to the Auditor. Invoice shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within sixty (60) days after the invoice is approved by the County Contract Administrator. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed one hundred seven thousand five hundred twenty dollars ($107,520.00) without an amendment to this Agreement approved by the Sierra County Board of Supervisors.

B.2 MILEAGE. N/A

B.3 TRAVEL COSTS. N/A

B.4 AUTHORIZATION REQUIRED.

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

B.5 SPECIAL CIRCUMSTANCES.

Additional costs may be incurred up to a maximum of $1,000.00 with written approval of the designated COUNTY Representative (Operative Provision 7) for this Agreement.

B.6 MAXIMUM CONTRACT AMOUNT.

The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	$ 107,520.00
B.2	Mileage	N/A
B.3	Travel Costs	N/A
B.4	Authorization Required	0
B.5	Special Circumstances	$ 1,000.00
MAXIMUM CONTRACT AMOUNT		$ 108,520.00

ATTACHMENT C

ADDITIONAL PROVISIONS

The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 10532). The County shall also be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 10532).

CONTRACTOR shall deliver services that are safe, culturally competent, culturally responsive, linguistically appropriate, timely, efficient, effective and equitable**.** **Contractor** shall follow Culturally and Linguistically Appropriate Services (CLAS standards).

CONTRACTOR shall maintain a Medi-Cal approved productivity standard of 60% with the remaining time being spent on documentation requirements and agency needs.

ATTACHMENT D
GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8 The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

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.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 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.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

YES **D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars ($1,000,000) per occurrence and with not less than One Million Dollars ($1,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

YES **D.5.1.2** During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars ($1,000,000) per incident and One Million Dollars ($1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars ($2,500).

YES **D.5.1.3** Comprehensive automobile liability insurance with minimum coverage of One Hundred Thousand Dollars ($100,000) per occurrence and with not less than One Hundred Thousand Dollars ($100,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

YES **D.5.1.4** Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

County of Sierra
Auditor/Risk-Manager
P.O. Drawer 425
Downieville, CA 95936

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 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 any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors.

D.7 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.8 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.9 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.10 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 of quality normally observed by a person practicing in CONTRACTOR's profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 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.13 TERMINATION. COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1. CONTRACTOR shall deliver to COUNTY 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, computer storage medium (tapes, disks, diskettes, etc.) 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.13.2 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. Further 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.

D.13.3 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working 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, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain 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 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.19 MINOR AUDITOR REVISION. In the event the Sierra County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.20 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.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise

requires, the following definitions and rules of construction shall apply herein.

D.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 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.24 MODIFICATION. No modification or waiver of any provisions 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.25 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.26 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.27 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.28 VENUE. 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 Sierra, State of California.

D.29 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.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 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 are in full compliance. 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.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 LEGAL COMPLIANCE. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 ADVISEMENT. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

> The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance 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 handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* 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 regulation 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.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

D.38 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":
Sierra County Human Services
P.O. Box 265
Loyalton, CA 96118

With a copy to:
County Counsel
County of Sierra
Post Office Drawn D
Downieville, CA 95936

If to "CONTRACTOR":

Oliver Ocskay, Ph.D.
888 W. Second St., Ste. 304
Reno, NV 89503

Phone (775) 786-5775

Oliver Ocskay, Ph.D.
888 W. Second St., Ste. 304
Reno, NV 89503
Phone (775) 786-5775

INVOICE

DATE:

FOR:
Consultation & Clinical Services

DESCRIPTION	Dates	Hours	AMOUNT
Consultation & Clinical Services			
		TOTAL	

Please make checks payable to:
Oliver Ocskay, PhD
Thank you

ATTACHMENT F
SIERRA COUNTY
Business Associates Agreement

This Agreement is entered into this 1st day of July 2020, by and between the County of Sierra doing business by and through the Sierra County Department of Health and Human Services (collectively referred to herein as the "County" and Oliver Ocskay, Ph.D (referred to herein as the "Business Associate")

Recitals

WHEREAS, County has heretofore or contemporaneously with the execution of this Agreement entered into an Agreement for Professional Services)the "Professional Services Agreement") whereby Business Associate provides certain services to County and its clients and citizens which involves the access and use of certain information pertaining to individuals which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-101 (referred to herein as "HIPAA") and the regulations adopted pursuant to the Act; and

WHEREAS, pursuant to the Professional Services Agreement County will make available and/or transfer to Business Associate, and/or Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the County; and

WHEREAS, such information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including without limitation, 45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 – 1320d-8] and the terms of this Agreement, or more stringent provisions of the law of the State of California and in accordance with The Sierra County Health and Human Services Information Security Policies Manual.

NOW THEREFORE, In consideration of the obligations, benefits and compensation provided to Business Associate under the provisions of the Professional Services Agreement and in order to ensure that said Agreement remains valid and complies with HIPAA, the parties agree as follows:

1. As used herein and with reference to the obligations under HIPAA, Protected Health Information ("PHI") shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials of any nature or form, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall include but not be limited to individually identifiable information received from or on behalf of the County as more fully defined in 45 CFR § 164.501, and any amendments thereto.

2. County shall provide to Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI and a copy of Sierra County Health and Human Services Information Security Policies Manual.

3. Business Associate agrees that it shall not receive, create, use or disclose PHI except as follows:

a. (1)solely for meeting its obligations as set forth in the Professional Services Agreement and any other agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;

b. If necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, PHI may only be disclosed to another person/entity for such purposes if:

- Disclosure is required by law; or
- Where Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
- Person agrees to notify Business Associate of any breaches of confidentiality;

c. To permit Business Associate to provide data aggregation services relating to the health care operations of the County.

4. Business Associate and County agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.

5. Business Associate will establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI.

6. Business Associate agrees that it shall immediately report to County any unauthorized uses/disclosures of which it becomes aware, and shall take all reasonable steps to mitigate the potentially harmful effects of such breach.

7. Business Associate hereby indemnifies County and agrees to hold County harmless from and against any and all losses, expense, damage or injury that County may sustain as a result of, or arising out of, Business Associate's, or its agent's or subAgreementor's, unauthorized use or disclosure of PHI.

8. Business Associate shall carry comprehensive general liability insurance.

9. Business Associate shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents, and shall give prior notice to County of any subcontractors or agents who are to be given access to PHI.

10. Business Associate shall make all PHI and related information in its possession available as follows:

a. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524 and any subsequent amendments to the regulations;

b. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to account for disclosures of PHI in accordance with 45 CFR § 164.528 and any subsequent amendments to the regulations.

11. Business Associate shall make PHI available to County to fulfill County's obligation to amend PHI and related information in accordance with 45 CFR §164.526, and shall, as directed by County, incorporate any amendments or related statements into the information held by Business Associate and any subcontractors or agents.

12. Business Associate agrees to make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of County available to the U.S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the privacy regulations, and any amendments thereto.

13. Upon termination of this Agreement, Business Associate agrees, at the option of County, to return or destroy all PHI created or received from or on behalf of County. Business Associate agrees that it will not retain any copies of PHI except as required by law. If PHI is destroyed, Business Associate agrees to provide County with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, Business Associate agrees to extend the protections of this Agreement to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.

14. The PHI and any related information created or received from or on behalf of County is and shall remain the property of the County. Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.

15. Notwithstanding anything in this Agreement to the contrary, County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties if County determines that Business Associate has violated any material term of this Agreement. If County reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, County gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to County that it will no breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties. In the event of termination as described in this Paragraph, County shall have the right to contract for replacement service through another entity or provider, with Business Associate responsible for paying any difference in cost.

16. Notwithstanding any rights or remedies under this Agreement or provided by law, County retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Business Associate, any of its subcontractors or agents, or any third party who has received PHI from Business Associate.

17. This Agreement shall be binding on the parties and their successor, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

18. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.

19. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.

20. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To County: County of Sierra
Department of Health and Human Services
P.O. Box 265
Loyalton, CA 96118

To Contractor: Oliver Ocskay, Ph.D.
888 W. Second St., Ste. 304
Reno, NV 89503

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"
COUNTY OF SIERRA

_____
Jim beard, Chairman
Sierra County Board of Supervisors

ATTEST:

_____
Heather Foster
Clerk of the Board

"CONTRACTOR"

_____
Oliver Ocskay, Ph.D.

APPROVED AS TO FORM:

_____
David Prentice
County Counsel

Attachment G

Independent Contractor Affidavit

I Oliver Ocskay, Ph.D., sign under penalty of perjury, that I have my own independent business or are employed at another entity. I determine my schedule and availability with Sierra County.

_____	_____
Oliver Ocskay, Ph.D.	David Prentice County Counsel

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Behavioral Health
APPROVING PARTY: Lea Salas, Administrative Director
PHONE NUMBER: (530) 993-6746

AGENDA ITEM: Professional services agreement between Plumas Crisis Intervention and Resource Center and Sierra County for crisis line services

SUPPORTIVE DOCUMENTS ATTACHED: ☒Memo ☐Resolution ☒Agreement ☐Other

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $18,251.80 N/A

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☒Yes ☐No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Lea Salas, Administrative Director
Reference: Agenda Item
Date of memo: June 5, 2020
Date of Board Meeting: June 16, 2020

Requested Action: Professional services agreement between Plumas Crisis Intervention and Resource Center and Sierra County for crisis line services

Mandated by: Title 9, Article 4, 1810.405 (d)
1810.405
Funding
Budgeted? YesX No

Revenue	$18,251.80	**Mental Health Services Act**
Expenses	$18,251.80	**Mental Health Services Act**
Difference	0	

Background Information: This is a renewing agreement. Plumas Crisis Intervention and Resource Center will provide crisis line services to residents of Sierra County. This agreement is for three years. The amount of this agreement remains unchanged.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: Sierra County would not be in compliance with state and federal mandates.

AGREEMENT FOR
PROFESSIONAL
SERVICES

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and

Plumas Crisis Intervention and Resource Center
(the "CONTRACTOR")

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: July 1, 2020

Termination Date: June 30, 2023

3. PAYMENT.

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

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

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A".

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 terms or conditions insofar as the latter are inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

Lea Salas is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Johanna A. Downey is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E - Form of Invoice
Attachment F – Business Associates Agreement

9. AGREEMENT DATE. The Agreement Date is July 1, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"

COUNTY OF SIERRA

By_____
JIM BEARD, Chairman
Sierra County Board of Supervisors

"CONTRACTOR"

_____
Johanna A. Downey, Executive Director
Plumas Crisis Intervention and Resource Center

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
DAVID PRENTICE
County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

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

1. Maintain a 24-hour, daily crisis hotline to receive calls from Mental Health Clients, or any citizen of Sierra County desiring Crisis Intervention services, counseling or referrals.

2. Maintain the Crisis Line Answering Service and publish the crisis line number as a Mental Health "warmline".

3. Maintain written policies and procedures that ensure that crisis calls are screened and referred appropriately. These policies and procedures should be available to all volunteers at all times.

4. Require all Crisis Line volunteers to attend the 40-hour domestic violence/sexual assault counselor training, Mental Health First Aid, and a Cultural Competency training identified by Sierra County Behavioral Health.

5. Provide Suicide Prevention services, and make referrals to Sierra County Mental Health Department or Sheriff's Department as appropriate.

6. Maintain confidentiality of all callers and their children who are clients of Sierra County Mental Health.

7. Provide source documentation that includes call logs, on volunteer time and services to Sierra County callers.

8. Provide Crisis Line Volunteers with annual trainings on topics pertinent to crisis intervention services.

9. Provide services that meet the national standards for Culturally and Linguistically Appropriate Services (CLAS) in health care (attachment C).

A.2. TIME SERVICES RENDERED.

Work will begin immediately upon execution of this Agreement by the County. Thereafter, CONTRACTOR shall perform services in a diligent and timely manner.

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.

N/A

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract per diem cost of sixteen dollars and forty four cents ($16.44) per day. CONTRACTOR shall submit requests for payment ("Invoice") on a annual basis, invoicing for all work completed and delivered to the Auditor prior to the issuance of such Invoice. Invoice shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within fifteen (45) days after the Invoice is approved and accepted by the Auditor. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed $18,001.80 without an amendment to this Agreement approved by the Sierra County Board of Supervisors;

B.2 MILEAGE. N/A

B.3 TRAVEL COSTS. N/A

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

B.5 SPECIAL CIRCUMSTANCES. N/A

B.6 MAXIMUM CONTRACT AMOUNT. The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	$ 18,001.80
B.2	Mileage	0
B.3	Travel Costs	0
B.4	Authorization Required	0
B.5	Special Circumstances	$250.00
MAXIMUM CONTRACT AMOUNT		$ 18,251.80

ATTACHMENT C

ADDITIONAL PROVISIONS

National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care

The National CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by establishing a blueprint for health and health care organizations to:

Principal Standard:

1. Provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.

Governance, Leadership, and Workforce:

2. Advance and sustain organizational governance and leadership that promotes CLAS and health equity through policy, practices, and allocated resources.

3. Recruit, promote, and support a culturally and linguistically diverse governance, leadership, and workforce that are responsive to the population in the service area.

4. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.

Communication and Language Assistance:

5. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.

6. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.

7. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.

8. Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.

Engagement, Continuous Improvement, and Accountability:

9. Establish culturally and linguistically appropriate goals, policies, and management accountability, and infuse them throughout the organization's planning and operations.

10. Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into measurement and continuous quality improvement activities.

11. Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and outcomes and to inform service delivery.

12. Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area.

13. Partner with the community to design, implement, and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness.

14. Create conflict and grievance resolution processes that are culturally and linguistically appropriate to identify, prevent, and resolve conflicts or complaints.

15. Communicate the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents, and the general public.

ATTACHMENT D
GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8 The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

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.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 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.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

Yes **D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars ($1,000,000) per occurrence and with not less than Two Million Dollars ($2,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

Yes **D.5.1.2** During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars ($1,000,000) per incident and Two Million Dollars ($2,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars ($2,500).

_Yes__ **D.5.1.3** Comprehensive automobile liability insurance with minimum coverage of One Hundred Thousand Dollars ($100,000) per occurrence and with not less than One Hundred Thousand Dollars ($100,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

_Yes___ **D.5.1.4** Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

County of Sierra
Auditor/Risk-Manager
P.O. Drawer 425
Downieville, CA 95936

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 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 any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors.

D.7 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.8 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.9 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.10 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 of quality normally observed by a person practicing in CONTRACTOR's profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 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.13 TERMINATION. COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1.1 CONTRACTOR shall deliver to COUNTY 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, computer storage medium (tapes, disks, diskettes, etc.) 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.13.1.2 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, that in no event shall any payment hereunder exceed One Thousand Dollars ($1,000). Further 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.

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working 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, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain 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 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.19 MINOR AUDITOR REVISION. In the event the Sierra County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.20 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.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 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.24 MODIFICATION. No modification or waiver of any provisions 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.25 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.26 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.27 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.28 VENUE. 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 Sierra, State of California.

D.29 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.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 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 are in full compliance. 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.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 LEGAL COMPLIANCE. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 ADVISEMENT. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

> The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance 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 handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* 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 regulation 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.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

D.38 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":
Sierra County Behavioral Health
P.O. Box 265
Loyalton, CA 96118

With a copy to:
County Counsel
County of Sierra
Post Office Drawn D
Downieville, CA 95936

If to "CONTRACTOR":

Plumas Crisis Intervention and Resource Center
Johanna A. Downey, Executive Director
591 Main Street
Quincy, CA 95971

ATTACHMENT E

Plumas Crisis Intervention and Resource Center
Johanna A. Downey, Executive Director
591 Main Street
Quincy, CA 95971

Sierra County Behavioral Health
P.O. Box 265
Loyalton, CA 96118

Our File No. _____

STATEMENT OF ACCOUNT FOR FISCAL YEAR: _____

TOTAL CURRENT CHARGES:

Date	Description of Service	Rate	Total

Total $_____

_____
Contractor's Signature

SIERRA COUNTY

Business Associates Agreement

This Agreement is entered into this 1st day of July 2020, by and between the County of Sierra doing business by and through the Sierra County Behavioral Health (collectively referred to herein as the "County" and Plumas Crisis Intervention and Resource Center (referred to herein as the "Business Associate")

Recitals

WHEREAS, County has heretofore or contemporaneously with the execution of this Agreement entered into an Agreement for Professional Services)the "Professional Services Agreement") whereby Business Associate provides certain services to County and its clients and citizens which involves the access and use of certain information pertaining to individuals which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-101 (referred to herein as "HIPAA") and the regulations adopted pursuant to the Act; and

WHEREAS, pursuant to the Professional Services Agreement County will make available and/or transfer to Business Associate, and/or Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the County; and

WHEREAS, such information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including without limitation, 45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 – 1320d-8] and the terms of this Agreement, or more stringent provisions of the law of the State of California.

NOW THEREFORE, In consideration of the obligations, benefits and compensation provided to Business Associate under the provisions of the Professional Services Agreement and in order to ensure that said Agreement remains valid and complies with HIPAA, the parties agree as follows:

1. As used herein and with reference to the obligations under HIPAA, Protected Health Information ("PHI") shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials of any nature or form, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall include but not be limited to individually identifiable information received from or on behalf of the County as more fully defined in 45 CFR § 164.501, and any amendments thereto.

2. County shall provide to Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.

3. Business Associate agrees that it shall not receive, create, use or disclose PHI except as follows:

   a. (1)solely for meeting its obligations as set forth in the Professional Services Agreement and any other agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent

with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;

b. If necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, PHI may only be disclosed to another person/entity for such purposes if:
    - Disclosure is required by law; or
    - Where Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
    - Person agrees to notify Business Associate of any breaches of confidentiality;

c. To permit Business Associate to provide data aggregation services relating to the health care operations of the County.

4. Business Associate and County agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.

5. Business Associate will establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI.

6. Business Associate agrees that it shall immediately report to County any unauthorized uses/disclosures of which it becomes aware, and shall take all reasonable steps to mitigate the potentially harmful effects of such breach.

7. Business Associate hereby indemnifies County and agrees to hold County harmless from and against any and all losses, expense, damage or injury that County may sustain as a result of, or arising out of, Business Associate's, or its agent's or subAgreementor's, unauthorized use or disclosure of PHI.

8. Business Associate shall carry comprehensive general liability insurance.

9. Business Associate shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents, and shall give prior notice to County of any subcontractors or agents who are to be given access to PHI.

10. Business Associate shall make all PHI and related information in its possession available as follows:

a. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524 and any subsequent amendments to the regulations;

b. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to account for disclosures of PHI in accordance with 45 CFR § 164.528 and any subsequent amendments to the regulations.

11. Business Associate shall make PHI available to County to fulfill County's obligation to amend PHI and related information in accordance with 45 CFR §164.526, and shall, as directed by County, incorporate any amendments or related statements into the information held by Business Associate and any subcontractors or agents.

12. Business Associate agrees to make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of County available to the U.S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the privacy regulations, and any amendments thereto.

13. Upon termination of this Agreement, Business Associate agrees, at the option of County, to return or destroy all PHI created or received from or on behalf of County. Business Associate agrees that it will not retain any copies of PHI except as required by law. If PHI is destroyed, Business Associate agrees to provide County with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, Business Associate agrees to extend the protections of this Agreement to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.

14. The PHI and any related information created or received from or on behalf of County is and shall remain the property of the County. Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.

15. Notwithstanding anything in this Agreement to the contrary, County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties if County determines that Business Associate has violated any material term of this Agreement. If County reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, County gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to County that it will no breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties. In the event of termination as described in this Paragraph, County shall have the right to contract for replacement service through another entity or provider, with Business Associate responsible for paying any difference in cost.

16. Notwithstanding any rights or remedies under this Agreement or provided by law, County retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Business Associate, any of its subcontractors or agents, or any third party who has received PHI from Business Associate.

17. This Agreement shall be binding on the parties and their successor, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

18. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.

19. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.

20. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To County: County Of Sierra
Department of Behavioral Health
P.O. Box 265
Loyalton, CA 96118

To Contractor: Plumas Crisis Intervention and Resource Center
591 W. Main St.
Quincy, CA 95971

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"

COUNTY OF SIERRA

_____
Jim Beard, Chairman
Sierra County Board of Supervisors

"CONTRACTOR"

_____
Johanna A. Downey, Executive Director
Plumas Crisis Intervention and Resource Center

68-062136
(Taxpayer I.D. or Social Security No.)

ATTEST:

_____
Heather Foster
Clerk of the Board

APPROVED AS TO FORM:

_____
David Prentice
County Counsel

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Behavioral Helath
APPROVING PARTY: Lea Salas, Adminitrative Director
PHONE NUMBER: (530) 993-6746

AGENDA ITEM: Professional Services Agreement between Thomas E. Bittker, M.D., and Sierra County for behavioral health services.

SUPPORTIVE DOCUMENTS ATTACHED: ☒Memo ☐Resolution ☒Agreement ☐Other

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $101,650.00 Annually

ARE ADDITIONAL PERSONNEL REQUIRED?	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☒Yes ☐No
☐Yes, -- -- ☒No	**IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Lea Salas, Administrative Director
Reference: Agenda Item
Date of memo: June 5, 2020
Date of Board Meeting: June 16, 2020

Requested Action: Professional Services Agreement between Thomas E. Bittker, M.D., and Sierra County for behavioral health services.

Mandated by:

Funding
Budgeted? YesX No

Revenue	$101,650.00	**Mental Health, Mental Health Services Act, Substance Use Disorder Services**
Expenses	$101,650.00	**Mental Health, Mental Health Services Act, Substance Use Disorder Services**
Difference	0	

Background Information: This is an agreement renewal for behavioral health services. This contractor provides services to the east side of the county in the Loyalton Behavioral Health office. The maximum amount of this agreement increased $7,600.00 from last year.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: Disapproving this agreement could cause behavioral health needs on the east side of the county to be delayed until a new contract is established. Sierra County would fail to meet the requirements established by the Mental Health Plan.

AGREEMENT FOR
PROFESSIONAL PSYCHIATRIST
SERVICES

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and

Thomas E. Bittker, MD, Ltd
"CONTRACTOR"

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: July 1, 2020

Termination Date: June 30, 2021

3. PAYMENT.

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

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

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "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 terms or conditions insofar as the latter are inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

The Clinical Director of Sierra County Behavioral Health or Designee is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Dr. Thomas E. Bittker is the authorized representative for Thomas E. Bittker, MD, Ltd, CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E - Form of Invoice
Attachment F – Business Associate Agreement
Attachment G – Independent Contractor Affidavit

9. AGREEMENT DATE. The Agreement Date is July 1, 2020 as approved by the Sierra County Board of Supervisors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"

COUNTY OF SIERRA

By_____
JIM BEARD
Chairman, Board of Supervisors

"CONTRACTOR"

_____
THOMAS E. BITTKER, MD
THOMAS E. BITTKER, MD, LTD.

_____
Contractor Tax ID Number

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
DAVID PRENTICE
County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

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

1) Functions as the Behavioral Health Medical Director for the Sierra County Behavioral Health Department by holding responsibility for the quality of the clinical health services that are delivered through the clinic;

2) Provide medication review, psychiatric evaluation and counseling to patients in the Sierra County Mental Health Services;

3) Provide case consultation to Mental Health program staff and to program staff of the County Substance Use Disorder (SUD) programs;

4) Provide case consultation to staff of the County Substance Use Disorder Programs regarding Drug Medi-Cal services. Complete review of all treatment plans and, upon approval, authorize plan with signature.

5) Participate in case conference meetings with Mental Health Director and with medical staff when appropriate. Include Substance Use Disorders Program staff in case conferences when appropriate;

6) Provide clinical review of patient charts (diagnosis, prognosis, treatment plan) upon request of Mental Health Director and program staff;

7) Provide clinical program consultation and reports to Mental Health Director upon request;

8) Assist Mental Health Director with utilization review and provide administrative advice upon request;

9) Provide the above services in Loyalton or at the sites agreed upon with the Mental Health Director;

10) Provide telephone consultation to program staff or Mental Health Director during the term of the Agreement and provide liaison between County staff and Mental Health facilities upon request;

11) Attend Culturally and Linguistically Appropriate Services (CLAS Standards), Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency, Title 22 and Electronic Health Record (EHR) trainings provided by the COUNTY to meet State and Federal requirements

12) It is further agreed and understood by and between the parties that said payment for services is for those services provided herein. **CONTRACTOR** is not entitled to receive further compensation for services rendered hereunder directly from clients or third party payers.

A.2. TIME SERVICES RENDERED.

CONTRACTOR shall provide **COUNTY** with a maximum not to exceed 60 days per contract period with no fixed minimum of time per day, but allowing for sufficient time to carry out the duties outlined in Attachment A-1. Phone consults will not exceed eight (8) hours per contract period.

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.

COUNTY shall provide a laptop and office space for visits. CONTRACTOR must attend Culturally and Linguistically Appropriate Services (CLAS Standards), Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency, Title 22, and Electronic Health Record (EHR) trainings provided by the COUNTY to meet State and Federal requirements.

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee of one thousand, six hundred and fifty dollars and no cents ($1650.00) per day by contracting psychiatrist to the county facilities. Payment of the base contract fee of $1,650.00 per day is intended to and shall be deemed to include the compensation for the other services that are performed by CONTRACTOR under Attachment A-1. Contractor shall provide COUNTY with a maximum not to exceed sixty (60) days per contract period. Phone consults will be paid at the rate of $206.25 per hour not to exceed eight (8) hours per contract period. CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. Request for payment shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within sixty (60) days after the Invoice is approved by the County Contract Administrator. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed $100,650.00 without an amendment to this Agreement approved by the Sierra County Board of Supervisors.

B.2 MILEAGE. N/A

B.3 TRAVEL TIME. N/A

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

B.5 SPECIAL CIRCUMSTANCES. Additional costs may be incurred for additional services up to a maximum of $1,650.00 with approval of the Clinical Director of Sierra County Behavioral Health or their designee.

B.6 MAXIMUM CONTRACT AMOUNT. The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	$ 100,650.00
B.2	Mileage	N/A
B.3	Travel Costs	N/A
B.4	Authorization Required	N/A
B.5	Special Circumstances	$ 1,650.00
MAXIMUM CONTRACT AMOUNT		**$ 101,650.00**

ATTACHMENT C

ADDITIONAL PROVISIONS

COUNTY shall carry Professional Liability Malpractice Insurance with limits of $1,000,000 per occurrence including coverage for **CONTRACTOR** that provides tail coverage for all services provided under this contract.

The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 10532). The County shall also be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 10532).

CONTRACTOR shall provide prescription pads that meet California State requirements.

CONTRACTOR shall deliver services that are safe, culturally competent, culturally responsive, linguistically appropriate, timely, efficient, effective and equitable**. Contractor** shall follow Culturally and Linguistically Appropriate Services (CLAS standards).

CONTRACTOR shall maintain a Medi-Cal approved productivity standard of 60% with the remaining time being spent on documentation requirements and agency needs.

ATTACHMENT D
GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8 The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which is 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.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 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.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY.

No **D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars ($1,000,000) per occurrence and with not less than One Million Dollars ($1,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

No **D.5.1.2** During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars ($1,000,000) per incident and One Million Dollars ($1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars ($2,500).

Yes **D.5.1.3** Comprehensive automobile liability insurance with minimum coverage of One Hundred Thousand/Three Hundred Thousand Dollars ($100,000/$300,000) per occurrence.

No **D.5.1.4** Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

County of Sierra
Auditor/Risk-Manager
P.O. Drawer 425
Downieville, CA 95936

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless the type of insurance coverage and endorsement is indicated in provision D.5.1 of this agreement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it

being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 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 any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors. COUNTY shall defend, indemnify, and hold harmless CONTRACTOR, its elected and appointed councils, boards commissions, officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of COUNTY in the performance or services rendered under this Agreement by COUNTY, or any of COUNTY's officers, agents, employees, contractors, or subcontractors.

D.7 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.8 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.9 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.10 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 of quality normally observed by a person practicing in CONTRACTOR's profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 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.13 TERMINATION. COUNTY shall have the right to terminate this Agreement at any time by giving 30 days notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1.1 CONTRACTOR shall deliver to COUNTY 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, computer storage medium (tapes, disks, diskettes, etc.) 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.13.1.2 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. Further 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.

D.13.2 CONTRACTOR may terminate its services with or without cause under this Agreement upon thirty (30) working 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, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain 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 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.19 MINOR AUDITOR REVISION. In the event the Sierra County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.20 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.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 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.24 MODIFICATION. No modification or waiver of any provisions 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.25 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.26 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.27 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.28 VENUE. 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 Sierra, State of California.

D.29 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.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 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 are in full compliance. 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.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 LEGAL COMPLIANCE. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 ADVISEMENT. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

> The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance 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 handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* 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 regulation 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.36 DRUG-FREE WORK PLACE. By signing this contract the County certifies that the County will comply, and require that subcontractors comply, with the requirement of the Drug-Free Work Place Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free work place.

D.37 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.38 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

D.39 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":
Sierra County Human Services
P.O. Box 265
Loyalton, CA 96118

With a copy to:
County Counsel
County of Sierra
Post Office Drawer D
Downieville, CA 95936

If to "CONTRACTOR":

Thomas E. Bittker, MD, Ltd
3820 Chinook Creek Rd.
Reno, NV 89519-0638

Phone: (775) 747-8466

ATTACHMENT E

Thomas E. Bittker, MD, Ltd 3820 Chinook Creek Rd. Reno, NV 89519-0638	**INVOICE** DATE:

775-747-8466

	FOR: Psychiatric Services

DESCRIPTION	Dates	Hours	AMOUNT
Psychiatric Services			
		TOTAL	

Please make checks payable to:
Thomas Bittker, MD, Ltd.

Thank you

SIERRA COUNTY

Business Associates Agreement

This Agreement is entered into on July 1, 2020, by and between the County of Sierra doing business by and through the Sierra County Department of Health and Human Services (collectively referred to herein as the "County" and Thomas E. Bittker, MD, for Thomas E. Bittker, MD, Ltd, (referred to herein as the "Business Associate")

Recitals

WHEREAS, County has heretofore or contemporaneously with the execution of this Agreement entered into an Agreement for Professional Services)the "Professional Services Agreement") whereby Business Associate provides certain services to County and its clients and citizens which involves the access and use of certain information pertaining to individuals which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-101 (referred to herein as "HIPAA") and the regulations adopted pursuant to the Act; and

WHEREAS, pursuant to the Professional Services Agreement County will make available and/or transfer to Business Associate, and/or Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the County; and

WHEREAS, such information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including without limitation, 45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 – 1320d-8] and the terms of this Agreement, or more stringent provisions of the law of the State of California.

NOW THEREFORE, In consideration of the obligations, benefits and compensation provided to Business Associate under the provisions of the Professional Services Agreement and in order to ensure that said Agreement remains valid and complies with HIPAA, the parties agree as follows:

1. As used herein and with reference to the obligations under HIPAA, Protected Health Information ("PHI") shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials of any nature or form, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall include but not be limited to individually identifiable information received from or on behalf of the County as more fully defined in 45 CFR § 164.501, and any amendments thereto.

2. County shall provide to Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.

3. Business Associate agrees that it shall not receive, create, use or disclose PHI except as follows:

   a. (1)solely for meeting its obligations as set forth in the Professional Services Agreement and any other agreements between the Parties evidencing their business relationship or
   (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent

with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;

b. If necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, PHI may only be disclosed to another person/entity for such purposes if:

- Disclosure is required by law; or
- Where Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
- Person agrees to notify Business Associate of any breaches of confidentiality;

c. To permit Business Associate to provide data aggregation services relating to the health care operations of the County.

4. Business Associate and County agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.

5. Business Associate will establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI.

6. Business Associate agrees that it shall immediately report to County any unauthorized uses/disclosures of which it becomes aware, and shall take all reasonable steps to mitigate the potentially harmful effects of such breach.

7. Business Associate hereby indemnifies County and agrees to hold County harmless from and against any and all losses, expense, damage or injury that County may sustain as a result of, or arising out of, Business Associate's, or its agent's or subAgreementor's, unauthorized use or disclosure of PHI.

8. Business Associate shall carry comprehensive general liability insurance.

9. Business Associate shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents, and shall give prior notice to County of any subcontractors or agents who are to be given access to PHI.

10. Business Associate shall make all PHI and related information in its possession available as follows:

a. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524 and any subsequent amendments to the regulations;

b. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to account for disclosures of PHI in accordance with 45 CFR § 164.528 and any subsequent amendments to the regulations.

11. Business Associate shall make PHI available to County to fulfill County's obligation to amend PHI and related information in accordance with 45 CFR §164.526, and shall, as directed by County, incorporate any amendments or related statements into the information held by Business Associate and any subcontractors or agents.

12. Business Associate agrees to make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of County available to the U.S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the privacy regulations, and any amendments thereto.

13. Upon termination of this Agreement, Business Associate agrees, at the option of County, to return or destroy all PHI created or received from or on behalf of County. Business Associate agrees that it will not retain any copies of PHI except as required by law. If PHI is destroyed, Business Associate agrees to provide County with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, Business Associate agrees to extend the protections of this Agreement to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.

14. The PHI and any related information created or received from or on behalf of County is and shall remain the property of the County. Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.

15. Notwithstanding anything in this Agreement to the contrary, County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties if County determines that Business Associate has violated any material term of this Agreement. If County reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, County gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to County that it will no breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties. In the event of termination as described in this Paragraph, County shall have the right to contract for replacement service through another entity or provider, with Business Associate responsible for paying any difference in cost.

16. Notwithstanding any rights or remedies under this Agreement or provided by law, County retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Business Associate, any of its subcontractors or agents, or any third party who has received PHI from Business Associate.

17. This Agreement shall be binding on the parties and their successor, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

18. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.

19. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.

20. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To County: County Of Sierra
Department of Health and Human Services
P.O. Box 265
Loyalton, CA 96118

To Contractor: Thomas E. Bittker, MD
Thomas E. Bittker, MD, Ltd.
3820 Chinook Creek Rd.
Reno, NV 89519-0638

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"

COUNTY OF SIERRA

_____
Jim Beard, Chairman
Sierra County Board of Supervisors

"CONTRACTOR"

_____
Thomas E. Bittker, MD
Thomas E. Bittker, MD, Ltd

ATTEST:

_____
Heather Foster
Clerk of the Board

APPROVED AS TO FORM:

_____
David Prentice
County Counsel

Attachment G

Independent Contractor Affidavit

I, Thomas E. Bittker, MD, sign under penalty of perjury, that I have my own independent business or are employed at another entity. I determine my schedule and availability with Sierra County.

_____	_____
Thomas E. Bittker, MD	David Prentice County Counsel

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Behavioral Health
APPROVING PARTY: Lea Salas, Administrative Director
PHONE NUMBER: (530) 993-6746

AGENDA ITEM: Professional Services agreement between Willow Glen Care Center and Sierra County for adult residential care services.

SUPPORTIVE DOCUMENTS ATTACHED: ☒Memo ☐Resolution ☒Agreement ☐Other

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $103,700.00 Annually

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☒Yes ☐No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Lea Salas, Administrative Director
Reference: Agenda Item
Date of memo: June 03, 2020
Date of Board Meeting: June 16, 2020

Requested Action: Professional Services agreement between Willow Glen Care Center and Sierra County for adult residential care services.

Mandated by:

Funding
Budgeted? YesX No

Revenue	$103,700.00	**Mental Health, Mental Health Services Act**
Expenses	$103,700.00	**Mental Health, Mental Health Services Act**
Difference	0	

Background Information: This a renewing agreement from previous years. People with serious and persistent mental illness require specialized treatment facilities. This treatment facility is an approved state contractor to provide room, board, medication management and an array of service-coordination duties. These duties may include but are not limited to: navigating health care systems, managing doctor's visits, documenting habilitation training, etc. The maximum amount of this agreement increased $16,780.00 from last year.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: We would not be able to provide the appropriate level of care to our most vulnerable population.

AGREEMENT FOR
PROFESSIONAL
SERVICES

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and

WILLOW GLEN CARE CENTER
(the "CONTRACTOR")

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: July 1, 2020

Termination Date: June 30, 2021

3. PAYMENT.

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

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

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A".

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 terms or conditions insofar as the latter are inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

Sierra County Behavioral Health Clinical Director, is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Jeff Payne, Executive Director, is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E - Form of Invoice
Attachment F – Business Associates Agreement

9. AGREEMENT DATE. The Agreement Date is July 1, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"

COUNTY OF SIERRA

By_____
JIM BEARD, CHAIRMAN

"CONTRACTOR"

_____
JEFF PAYNE, EXECUTIVE DIRECTOR

CONTRACTOR TAXPAYER I.D. NUMBER

_____
(Taxpayer I.D. or Social Security No.)

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
DAVID PRENTICE
County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

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

CONTRACTOR shall provide to clients, referred by county, residential treatment services for mentally disturbed adults pursuant to the laws and regulations of the State of California governing such programs. These services shall be provided at the Contractor's facilities. Contractor shall provide staffing 24 hours per day, seven days per week. Staffing will include all legally required care for clients.

CONTRACTOR agrees to provide County with any reports which may be required by State or Federal agencies for compliance with this agreement.

CONTRACTOR shall maintain statistical records in the manner provided by the State Health and Welfare Agency and make such records available to County as required by County's Director of Behavioral Health Services and the California State Health and Welfare Agency.

CONTRACTOR shall give County clients the same level of care as other patients with similar needs and not discriminate among patients in admission practices, assignment of accommodations, or provision for meals.

A.2. TIME SERVICES RENDERED.

Work will begin immediately upon execution of this Agreement by the County. Thereafter, CONTRACTOR shall perform services in a diligent and timely manner.

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.

None

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee for each day a client is placed with and receives services payable at the rate of $187.00 per day at the Willow Glen Care Center and $330.00 per day at the Sequoia Psychiatric Treatment Center. The total payments under this agreement shall not exceed one hundred three thousand two hundred dollars and no cents ($103,200.00). CONTRACTOR shall submit requests for payment ("Invoice") on a monthly basis, invoicing for all work completed and delivered to the Auditor prior to the issuance of such Invoice. Invoice shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within fifteen (15) days after the Invoice is approved and accepted by the Auditor. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed $103,200.00 without an amendment to this Agreement approved by the Sierra County Board of Supervisors;

B.2 MILEAGE.

B.3 TRAVEL COSTS.

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

B.5 SPECIAL CIRCUMSTANCES. Additional costs may be incurred up to a maximum of $500 with prior approval of the designated COUNTY Representative (Operative Provision 7) for this Agreement.

B.6 MAXIMUM CONTRACT AMOUNT. The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	$103,200.00
B.2	Mileage	$0
B.3	Travel Costs	$0
B.4	Authorization Required	$0
B.5	Special Circumstances	$500.00
MAXIMUM CONTRACT AMOUNT		$103,700.00

ATTACHMENT C

ADDITIONAL PROVISIONS

Inclusions:

a. Residents must have a qualified mental health diagnosis.

b. Residents must be admitted voluntarily or by a legal guardian/conservator and consent to treatment.

c. Residents must have an emergent or long term mental health need that cannot be treated at a lower level of care.

d. Residents must be free from alcohol or drug use for at least 24 hours prior to entering the program.

e. Residents must be referred from County Mental Health, the Public Guardian (with an LPS conservatorship).

Exclusions:

a. Residents must not be actively dangerous to self or others.

b. Residents must not have a need for higher level of acute psychiatric care.

c. Residents must not have a need for acute medical treatment or nursing care.

d. Residents must not have an active case of communicable tuberculosis.

e. Residents must not have a primary diagnosis of drug or alcohol problems.

Discharge:

Discharge criteria will be determined on an individual basis. The criteria will be determined by the needs of the client in the services review team meeting. The services review team will be comprised of the Program Director, counselor, client and conservator or county representative. The criteria for discharge will be outlined in the client's service plan. The service plan will be created by the counselor and client.

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8 The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

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.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 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.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

_Yes__ **D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of Two Million Dollars ($2,000,000) per occurrence and with not less than Five Million Dollars ($5,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

Yes **D.5.1.2** During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than Two Million Dollars ($2,000,000) per incident and Five Million Dollars ($5,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars ($2,500).

_Yes__ **D.5.1.3** Comprehensive automobile liability insurance with minimum coverage of One Hundred Thousand Dollars ($100,000) per occurrence and with not less than One Hundred Thousand Dollars ($100,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

_Yes__ **D.5.1.4** Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

County of Sierra
Auditor/Risk-Manager
P.O. Drawer 425
Downieville, CA 95936

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 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 any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors.

D.7 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.8 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.9 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.10 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 of quality normally observed by a person practicing in CONTRACTOR's profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 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.13 TERMINATION. COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1.1 CONTRACTOR shall deliver to COUNTY 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, computer storage medium (tapes, disks, diskettes, etc.) 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.13.1.2 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, that in no event shall any payment hereunder exceed One Thousand Dollars ($1,000). Further 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.

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working 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, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain 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 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.19 MINOR AUDITOR REVISION. In the event the Sierra County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.20 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.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 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.24 MODIFICATION. No modification or waiver of any provisions 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.25 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.26 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.27 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.28 VENUE. 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 Sierra, State of California.

D.29 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.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 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 are in full compliance. 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.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 LEGAL COMPLIANCE. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 ADVISEMENT. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

> The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance 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 handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* 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 regulation 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.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

D.38 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":
Sierra County Human Services
P.O. Box 265
Loyalton, CA 96118

With a copy to:
County Counsel
County of Sierra
Post Office Drawn D
Downieville, CA 95936

If to "CONTRACTOR":
Willow Glen Care Center
1547 Plumas Court
Yuba City, CA

_____
_____
_____

_____
(Taxpayers I.D. or Social Security No.)

Sierra County Human Services
P.O. Box 265
Loyalton, CA 96118

Our File No. _____

STATEMENT OF ACCOUNT FOR MONTH OF: _____

TOTAL CURRENT CHARGES:

Date	Description of Service	Rate	Total

Total $_____

_____
Contractor's Signature

Attachment E

SIERRA COUNTY

Business Associates Agreement

This Agreement is entered into on July 1, 2020, by and between the County of Sierra doing business by and through the Sierra County Department of Behavioral Health (collectively referred to herein as the "County") and Willow Glen Care Center, (referred to herein as the "Business Associate")

Recitals

WHEREAS, County has heretofore or contemporaneously with the execution of this Agreement entered into an Agreement for Professional Services (the "Professional Services Agreement") whereby Business Associate provides certain services to County and its clients and citizens which involves the access and use of certain information pertaining to individuals which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-101 (referred to herein as "HIPAA") and the regulations adopted pursuant to the Act; and

WHEREAS, pursuant to the Professional Services Agreement County will make available and/or transfer to Business Associate, and/or Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the County; and

WHEREAS, such information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including without limitation, 45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 – 1320d-8] and the terms of this Agreement, or more stringent provisions of the law of the State of California.

NOW THEREFORE, In consideration of the obligations, benefits and compensation provided to Business Associate under the provisions of the Professional Services Agreement and in order to ensure that said Agreement remains valid and complies with HIPAA, the parties agree as follows:

1. As used herein and with reference to the obligations under HIPAA, Protected Health Information ("PHI") shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials of any nature or form, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall include but not be limited to individually identifiable information received from or on behalf of the County as more fully defined in 45 CFR § 164.501, and any amendments thereto.

2. County shall provide to Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.

3. Business Associate agrees that it shall not receive, create, use or disclose PHI except as follows:

   a. (1)solely for meeting its obligations as set forth in the Professional Services Agreement and any other agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent

with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;

b. If necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, PHI may only be disclosed to another person/entity for such purposes if:
    - Disclosure is required by law; or
    - Where Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
    - Person agrees to notify Business Associate of any breaches of confidentiality;

c. To permit Business Associate to provide data aggregation services relating to the health care operations of the County.

4. Business Associate and County agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.

5. Business Associate will establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI.

6. Business Associate agrees that it shall immediately report to County any unauthorized uses/disclosures of which it becomes aware, and shall take all reasonable steps to mitigate the potentially harmful effects of such breach.

7. Business Associate hereby indemnifies County and agrees to hold County harmless from and against any and all losses, expense, damage or injury that County may sustain as a result of, or arising out of, Business Associate's, or its agent's or subAgreementor's, unauthorized use or disclosure of PHI.

8. Business Associate shall carry comprehensive general liability insurance.

9. Business Associate shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents, and shall give prior notice to County of any subcontractors or agents who are to be given access to PHI.

10. Business Associate shall make all PHI and related information in its possession available as follows:

a. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524 and any subsequent amendments to the regulations;

b. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to account for disclosures of PHI in accordance with 45 CFR § 164.528 and any subsequent amendments to the regulations.

11. Business Associate shall make PHI available to County to fulfill County's obligation to amend PHI and related information in accordance with 45 CFR §164.526, and shall, as directed by County, incorporate any amendments or related statements into the information held by Business Associate and any subcontractors or agents.

12. Business Associate agrees to make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of County available to the U.S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the privacy regulations, and any amendments thereto.

13. Upon termination of this Agreement, Business Associate agrees, at the option of County, to return or destroy all PHI created or received from or on behalf of County. Business Associate agrees that it will not retain any copies of PHI except as required by law. If PHI is destroyed, Business Associate agrees to provide County with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, Business Associate agrees to extend the protections of this Agreement to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.

14. The PHI and any related information created or received from or on behalf of County is and shall remain the property of the County. Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.

15. Notwithstanding anything in this Agreement to the contrary, County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties if County determines that Business Associate has violated any material term of this Agreement. If County reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, County gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to County that it will no breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties. In the event of termination as described in this Paragraph, County shall have the right to contract for replacement service through another entity or provider, with Business Associate responsible for paying any difference in cost.

16. Notwithstanding any rights or remedies under this Agreement or provided by law, County retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Business Associate, any of its subcontractors or agents, or any third party who has received PHI from Business Associate.

17. This Agreement shall be binding on the parties and their successor, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

18. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.

19. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.

20. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To County: County of Sierra
Department of Health and Human Services
P.O. Box 265
Loyalton, CA 96118

To Contractor: Willow Glen Care Center
1547 Plumas Court
Yuba City, CA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"

COUNTY OF SIERRA

By_____
JIM BEARD, CHAIRMAN

"CONTRACTOR"

_____
JEFF PAYNE, EXECUTIVE DIRECTOR

CONTRACTOR TAXPAYER I.D. NUMBER

_____
(Taxpayer I.D. or Social Security No.)

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
DAVID PRENTICE
County Counsel

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Behavioral Health
APPROVING PARTY: Lea Salas, Administrative Director
PHONE NUMBER: (530) 993-6746

AGENDA ITEM: : Resolution Approving the Amendment to the Mental Health Services Act Plan 2017-2020 Fiscal Year 2019/2020 Annual Update Capital Facilities and Technologies Component

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☒Resolution ☐Agreement ☒Other

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: 5671
AMOUNT: $82,000.00 N/A

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☒Yes ☐No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Lea Salas, Administrative Director
Reference: Agenda Item
Date of memo: June 8, 2020
Date of Board Meeting: June 16, 2020

Requested Action: Resolution Approving the Amendment to the Mental Health Services Act Plan 2017-2020 Fiscal Year 2019/2020 Annual Update Capital Facilities and Technologies Component

Mandated by: Addendum approved by the Behavioral Health Advisory Board on June 4, 2020 and now is before the Sierra County Board of Supervisors for approval.

Funding: MHSA Capital Facilities and Technologies Component
Budgeted? Yes X No

Revenue	$82,000	**For items indicated in the amendment**
Expenses	$82,000	**Expenses not to exceed $82,000**
Difference	0	

Background Information:
Sierra County Behavioral Health wishes transparency in conducting business. As such, the current MHSA FY 19/20 annual update indicates the purchase of a modular building. Not stated within the language are additional purchases needed to make the building habitable and viable to serve community members. Purchases include, but are not limited to: air conditioning, propane tank, washer & dryer, common room space furniture, activity room furniture, kitchen supplies, office furniture, computers and phones.

The COVID-19 Pandemic has also brought challenges in how Sierra County Behavioral Health can provide services. As an essential business, contractors and employees need technology to provide services via telehealth and telephonically. Electronic health records need to be maintained as well. HIPPA also needs to be considered when providing services in this new manner.

Potential Issues to consider:
The $82,000 will be earmarked to revert if not utilized by July 31, 2020.

Alternatives or Impacts of disapproval:
In the spirit of transparency to the public, Behavioral Health Advisory Board and the Board of Supervisors we felt it necessary to create the amendment, go through the 30-day review process, conduct a public hearing and have the amendment approved.

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

RESOLUTION NO. _____

IN THE MATTER OF APPROVAL OF
THE AMENDMENT TO THE SIERRA COUNTY MENTAL HEALTH SERVICES ACT (MHSA) PLAN 2017-2020 FISCAL YEAR 2019-2020 ANNUAL UPDATE CAPITAL FACILITIES AND TECHNOLOGIES COMPONENT

WHEREAS, Proposition 63, The Mental Health Services Act, funded by tax on high-income individuals, is designed to expand and transform California's county mental health service systems, and;

WHEREAS, the State of California's Department of Health Care Services assures that county mental health departments expend funds made available through the act towards a state-of-the-art, culturally competent system that promotes recovery/wellness through independence, hope, personal empowerment and resilience for adults and seniors with severe mental illness and for children and transitional age youth with serious emotional disorders and their families and;

WHEREAS, as mandated, Sierra County Behavioral Health completed and has posted a draft of the Sierra County Mental Health Services Act 2019-2020 Annual Update on the Sierra County website for review and comments and has had available to the public a hard copy for review, and;

WHEREAS, after thirty days on display, Sierra County Behavioral Health had a public hearing during the Sierra County Mental Health Advisory Board's meeting in Loyalton for review and comment for the 2019-2020 Annual Update Amendment.

NOW THEREFORE BE IT RESOLVED, the Sierra County Board of Supervisors approves the 2019-2020 Mental Health Services Act Annual Update Amendment and authorizes Lea Salas, Administrative Director of Sierra County Behavioral Health, to submit the Annual Update Capital Facilities and Technologies Component Amendment to the State.

ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 16th day of June, 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____ _____
JIM BEARD Date
Chairman, Board of Supervisors

ATTEST: **APPROVED AS TO FORM:**

_____ _____

HEATHER FOSTER DAVID PRENTICE
Clerk of the Board County Counsel

Sierra County Behavioral Health

Amendment to the Mental Health Services Act Plan 2017-2020 Fiscal Year 2019/2020 Annual Update Capital Facilities and Technologies Component

This Amendment to the Mental Health Services Act Plan 2017-2020 Fiscal Year 2019/2020 Annual Update Capital Facilities and Technologies Component is to include anticipated expenditures not currently not clearly identified.

Thirty (30) Day Public Review Posting Date of 5/4/2020

Public Hearing Date: June 4, 2020

Public Hearing Location: Sierra County Wellness Center, 207 Front Street, Loyalton, CA 96118

Questions or Comments? All are welcome.

Please contact:

Laurie Marsh, Behavioral Health Coordinator

lmarsh@sierracounty.ca.gov

Phone: (530) 993-6745

Amendment Overview

Sierra County Behavioral Health wishes transparency in conducting business. As such, the current MHSA FY 19/20 annual update indicates the purchase of a modular building. Not stated within the language are additional purchases needed to make the building habitable and viable to serve community members. Purchases include, but are not limited to: air conditioning, propane tank, washer & dryer, common room space furniture, activity room furniture, kitchen supplies, office furniture, computers and phones.

The COVID-19 Pandemic has also brought challenges in how Sierra County Behavioral Health can provide services. As an essential business, contractors and employees need technology to provide services via telehealth and telephonically. Electronic health records need to be maintained as well. HIPPA also needs to be considered when providing services in this new manner.

A thirty-day public review process, public hearing and Sierra County Board of Supervisor approval must occur to approve these expenditures from the Capital Facilities and Technological component.

Please visit the Sierra County Website at www.sierracounty.ca.gov and navigate to the Mental Health Services Act page to view the entire Mental Health Services Act Plan 2017-2020 Fiscal year 2019/2020 Annual Update.

CFTN– SECTION I	Wellness Center Modular Building FY 19/20 207 Front Street Addition FY 17/18 and 18/19

DESCRIPTION

Behavioral Health currently owns the property occupied by the Sierra County Wellness Center. The Sierra County Wellness Center is located at 207 Front Street in Loyalton. Services offered through the Wellness Center have increased as well as the number of monthly encounters. Peer Support staff numbers have increased as well to provide the capacity to provide services and meet Wellness Center visitors' needs. The Veterans' Peer Support Specialist is also housed at the Wellness Center.

The addition of office space to the back to the existing building will create a greater space to provide services. The Sierra County Mental Health Advisory Board and the County Finance Committee approved the addition to the Wellness Center.

GOALS & OBJECTIVES

- Increase the square footage of the Wellness Center Building
- Provide services in a more efficient manner through the Wellness Center

Key Activities during FY 17/18 and FY 18/19:
Reversion fund balances had been identified between Department of Health Care Services and Sierra County fiscal department. Sierra County Behavioral Health hired an architect to create the plans for the expansion of the Wellness Center. Plans were completed and submitted to Public Works to put out to bid. Bids came in well beyond the projected project budget. No bids were accepted. The Wellness Center needed to expand or move to another location as more activities and individuals visit the Wellness Center. It was then determined to purchase a modular building and put it on the site next to the current Behavioral Health Building. The county owns the property. No objections were raised during community planning meetings or by the Behavioral Health Advisory Board. The Sierra County Board of Supervisors approved the project change.

Planning and/or Modifications during FY 19/20
Sierra County Behavioral Health will continue to pursue purchasing the modular building to house the Sierra County Wellness Center. Capital Facilities reversion funds will be utilized by June 30, 2020 to complete this project.

AMENDMENT:
Planning and/or Modifications during FY 19/20
Sierra County Behavioral Health has purchased a modular building to house the Sierra County Wellness Center. A contractor has been engaged to frame and pour the foundation. Capital Facilities AB 114 reversion funds will be utilized by June 30, 2020 to complete this project. These funds will also be utilized to make purchases enabling the new Wellness Center to be habitable and functional to staff and most importantly to serve community members comfortably and efficiently. The additional purchases requiring this amendment will include, but not be limited to: air conditioning, propane tank, washer & dryer, common room space furniture, activity room furniture, kitchen supplies, office furniture, computers and phones. this project will be AB 114 reversion fund dollars as first dollar. AB 114 Reversion funds sunset on July 1, 2020.

CFTN– SECTION III	Technologies

DESCRIPTION

Sierra County Behavioral Health must maintain electronic health records (EHR). As such Sierra County Behavioral Health contracts with Kingsview to utilize a platform from Cerner. Cerner has been bought out by Millennium. EHR maintenance and upgrades must continue to maintain compliance with the State.

Sierra County Behavioral Health's network is provided through Sierra County's network and Information Technologies employee. There will be costs associated with maintaining this network.

GOALS & OBJECTIVES

- Maintain state regulated EHR platforms to continue to be in compliance.
- Maintain County network as needed.

Plans and/or Modifications in FY 19/20

Sierra County Behavioral Health will be paying $25,000 to upgrade the EHR Cerner to Millennium. Sierra County Behavioral Health will also fund any upcoming County network expenses to maintain operating capacity and functionality of the network through this component.

AMENDMENT:

Planning and/or Modifications during FY 19/20

Sierra County Behavioral Health will be purchasing computers for the new Sierra County Wellness Center based on the Sierra County Chief Technology Officer's recommendations. Phones, printers, scanners and other unforeseen technology deemed necessary to maintain current workstation status will be purchased through AB114 Reversion funds which will sunset on July 1, 2020.

On March 19, 2020 Governor Newsome signed the Stay at Home Executive Order N-33-20 and on March 20, 2020 the Sierra County Board of Supervisors signed the Resolution Proclaiming the Existence of a Local State of Emergency in Sierra County as a result of the COVID-19 Pandemic Virus Resolution 2020-034. Due to this pandemic 5 laptop computers will need to be purchased to provide essential services in a manner that is safe for both clients, employees and contractors via telehealth and telephonically. Electronic health records need to be maintained as well.

Amendment to the FY 19/20 Annual Update to the 2017/2020 Three-Year Program & Expenditure Plan
Capital Facilities/Technological Needs (CFTN) Funding

County: Sierra

Date: 5/1/20

	Fiscal Year 2019/2020					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CFTN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
CFTN Programs - Capital Facilities Projects						
1.						
2. WELLNESS CENTER MODULAR BLDG.	0	500,000				
3. NEW WELLNESS CTR PURCHASES	0	50,000				
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
CFTN Programs - Technological Needs Projects						
11. IT SERVER MAINTENANCE	0	25,000				
12. ELECTRONIC HEALTH RECORDS	0	25,000				
13. COVID RELATED IT PURCHASES	0	7,000				
14. NEW WELLNESS CTR IT PURCHASES		25,000				
15.	0	0				
16.	0	0				
17.	0	0				
18.	0	0				
19.	0	0				
20.	0	0				
CFTN Administration		20,000				
Total CFTN Program Estimated Expenditures	0	652,000	0	0	0	0

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Behavioral Health
APPROVING PARTY: Lea Salas, Administrative Director
PHONE NUMBER: (530) 993-6746

AGENDA ITEM: Professional Services Agreement between Mary Lowe, LMFT, and Sierra County for behavioral health services.

SUPPORTIVE DOCUMENTS ATTACHED: ☒Memo ☐Resolution ☒Agreement ☐Other

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $ 102,760.00 Annually

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☒Yes ☐No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Lea Salas, Administrative Director
Reference: Agenda Item
Date of memo: June 5, 2020
Date of Board Meeting: June 16, 2020

Requested Action: Professional Services Agreement between Mary Lowe, LMFT, and Sierra County for behavioral health services.

Mandated by:

Funding
Budgeted? YesX No

Revenue	$102,760.00	**Mental Health and MHSA**
Expenses	$102,760.00	**Mental Health and MHSA**
Difference	0	

Background Information: This is an agreement renewal for behavioral health services. This contractor provides services to the east side of the county in the Loyalton Behavioral Health office. The maximum amount of this agreement increased $3,200.00 from last year.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: Disapproving this agreement could cause behavioral health needs on the east side of the county to be delayed until a new contract is established. Sierra County would fail to meet the requirements established by the Mental Health Plan.

Mary Lowe, LMFT . Agreement No. _____
Mental Health

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and

MARY LOWE, LMFT
("CONTRACTOR")

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

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those auditing and accounting 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-3.

2. TERM.

Commencement Date: July 1, 2020

Termination Date: June 30, 2021

3. PAYMENT.

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

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

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A".

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 terms or conditions insofar as the latter are inconsistent with the general provisions. The HIPAA Business Associates Agreement, Attachment F is incorporated by this reference.

7. DESIGNATED REPRESENTATIVES.

The Clinical Director of Sierra County Behavioral Health or Designee is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Mary Lowe, MFT is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E - Form of Invoice
Attachment F – Business Associate Agreement
Attachment G – Independent Contractor Affidavit

9. AGREEMENT DATE. The Agreement Date is July 1, 2020 as approved by the Sierra County Board of Supervisors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"	"CONTRACTOR"
COUNTY OF SIERRA	
By_____	_____
JIM BEARD, CHAIRMAN Sierra County Board of Supervisors	MARY LOWE, LMFT .
ATTEST:	APPROVED AS TO FORM:
_____	_____
HEATHER FOSTER Clerk of the Board	DAVID PRENTICE County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

- Works as an independent contractor by providing mental health and substance use disorder services
- Works collaboratively with other community treatment providers
- Administers mental health and substance use disorder treatment assessment instruments
- Develops and implements mental health and substance use disorder treatment plans
- Serves as liaison for contract in-patient treatment providers
- Prepares and maintains client case records
- Prepares written reports for courts and probation department
- Performs other related duties as requested by Sierra County Behavioral Health Clinical Director
- Participates in the development of mental health and substance use disorder treatment/prevention programs
- Evaluates program effectiveness and makes recommendations for program improvement
- Prepares and deliver presentations on mental health and substance use disorder issues
- Attend Culturally and Linguistically Appropriate Services (CLAS Standards), Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Electronic Health Record (EHR) trainings provided by the COUNTY to meet State and Federal requirements at cost to the CONTRACTOR.
- Attend the Behavioral Health Staff and Clinical Meetings

A.2. TIME SERVICES RENDERED.

Work will begin immediately upon execution of this agreement by the County. Thereafter, CONTRACTOR shall perform services in a diligent and timely manner.

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.

CONTRACTOR will provide all services and implement all work responsibilities consistent with the standards established by the California Board of Behavioral Sciences and the recognized code of ethics implemented by the California Association of Marriage and Family Therapists.

COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY.

Office space and laptop computer will be furnished by COUNTY. CONTRACTOR must attend Culturally and Linguistically Appropriate Services (CLAS Standards), Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Electronic Health Record (EHR) trainings provided by the COUNTY to meet State and Federal requirements at cost to the CONTRACTOR.

ATTACHMENT B
PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee of six hundred forty dollars ($640.00) per day. CONTRACTOR shall provide COUNTY with a maximum not to exceed one hundred sixty four (164) days per contract period. CONTRACTOR shall submit requests for payment ("Invoice") on a monthly basis, invoicing for all work completed and delivered to the Auditor. Invoice shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within sixty (60) days after the invoice is approved by the County Contract Administrator. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed one hundred four thousand nine hundred sixty dollars ($104,960.00) without an amendment to this Agreement approved by the Sierra County Board of Supervisors.

B.2 MILEAGE. N/A

B.3 TRAVEL COSTS. N/A

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

B.5 SPECIAL CIRCUMSTANCES. Additional costs may be incurred up to a maximum of $1,000.00 with written approval of the designated COUNTY Representative (Operative Provision 7) for this Agreement.

B.6 MAXIMUM CONTRACT AMOUNT. The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	$ 104,960.00
B.2	Mileage	$ N/A
B.3	Travel Costs	$ N/A
B.4	Authorization Required	0
B.5	Special Circumstances	$ 1,000.00
MAXIMUM CONTRACT AMOUNT		$ 105,960.00

ATTACHMENT C

ADDITIONAL PROVISIONS

The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 10532). The County shall also be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 10532).

CONTRACTOR shall deliver services that are safe, culturally competent, culturally responsive, linguistically appropriate, timely, efficient, effective and equitable**.** **Contractor** shall follow Culturally and Linguistically Appropriate Services (CLAS standards).

CONTRACTOR shall maintain a Medi-Cal approved productivity standard of 60% with the remaining time being spent on documentation requirements and agency needs.

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall withhold 7% or pay on behalf of CONTRACTOR state tax owed by CONTRACTOR according to R&TC 18 662 for Independent Contract work provided in California while residing in another state.

D.1.8 The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR 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.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 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.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

YES **D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars ($1,000,000) per occurrence and with not less than One Million Dollars ($1,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

YES **D.5.1.2** During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars ($1,000,000) per incident and One Million Dollars ($1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars ($2,500).

YES **D.5.1.3** Comprehensive automobile liability insurance with minimum coverage of One Hundred Thousand Dollars ($100,000) per occurrence and with not less than One Hundred Thousand Dollars ($100,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

YES **D.5.1.4** Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

County of Sierra
Auditor/Risk-Manager
P.O. Drawer 425
Downieville, CA 95936

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 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 any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors.

D.7 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.8 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.9 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.10 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 of quality normally observed by a person practicing in CONTRACTOR's

profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 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.13 TERMINATION. COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1 CONTRACTOR shall deliver to COUNTY 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, computer storage medium (tapes, disks, diskettes, etc.) 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.13.2 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. Further 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.

D.13.3 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working 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, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain 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 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.19 MINOR AUDITOR REVISION. In the event the Sierra County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.20 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.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 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.24 MODIFICATION. No modification or waiver of any provisions 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.25 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.26 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.27 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.28 VENUE. 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 Sierra, State of California.

D.29 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.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 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 are in full compliance. 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.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 LEGAL COMPLIANCE. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 ADVISEMENT. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

> The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance 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 handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in

the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* 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 regulation 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.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

D.38 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":
Sierra County Human Services
P.O. Box 265
Loyalton, CA 96118

With a copy to:
County Counsel
County of Sierra
Post Office Drawer D
Downieville, CA 95936

If to "CONTRACTOR":

Mary Lowe, LMFT
PO Box 41086
Reno, NV 89504

Phone (530) 559-2008

INVOICE

Mary Lowe, LMFT.
Marriage and Family Therapist
MFC 36473
PO Box 41086
Reno, NV 89504

DATE:

530-559-2008
Metcalfe2758@gmail.com

FOR:
Consultation & Clinical Services

DESCRIPTION	Dates	Daily Rate	AMOUNT
Consultation & Clinical Services			
		TOTAL	

Please make checks payable to:
Mary Lowe

Thank you

ATTACHMENT E

SIERRA COUNTY

Business Associates Agreement

This Agreement is entered into this 1st day of July, 2019, by and between the County of Sierra doing business by and through the Sierra County Department of Health and Human Services (collectively referred to herein as the "County" and Mary Lowe, MFT (referred to herein as the "Business Associate")

Recitals

WHEREAS, County has heretofore or contemporaneously with the execution of this Agreement entered into an Agreement for Professional Services)the "Professional Services Agreement") whereby Business Associate provides certain services to County and its clients and citizens which involves the access and use of certain information pertaining to individuals which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-101 (referred to herein as "HIPAA") and the regulations adopted pursuant to the Act; and

WHEREAS, pursuant to the Professional Services Agreement County will make available and/or transfer to Business Associate, and/or Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the County; and

WHEREAS, such information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including without limitation, 45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 – 1320d-8] and the terms of this Agreement, or more stringent provisions of the law of the State of California and in accordance with The Sierra County Health and Human Services Information Security Policies Manual.

NOW THEREFORE, In consideration of the obligations, benefits and compensation provided to Business Associate under the provisions of the Professional Services Agreement and in order to ensure that said Agreement remains valid and complies with HIPAA, the parties agree as follows:

1. As used herein and with reference to the obligations under HIPAA, Protected Health Information ("PHI") shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials of any nature or form, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall include but not be limited to individually identifiable information received from or on behalf of the County as more fully defined in 45 CFR § 164.501, and any amendments thereto.

2. County shall provide to Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI and a copy of Sierra County Health and Human Services Information Security Policies Manual.

3. Business Associate agrees that it shall not receive, create, use or disclose PHI except as follows:
   a. (1)solely for meeting its obligations as set forth in the Professional Services Agreement and any other agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent

with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;

b. If necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, PHI may only be disclosed to another person/entity for such purposes if:
    - Disclosure is required by law; or
    - Where Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
    - Person agrees to notify Business Associate of any breaches of confidentiality;

c. To permit Business Associate to provide data aggregation services relating to the health care operations of the County.

4. Business Associate and County agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.

5. Business Associate will establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI.

6. Business Associate agrees that it shall immediately report to County any unauthorized uses/disclosures of which it becomes aware, and shall take all reasonable steps to mitigate the potentially harmful effects of such breach.

7. Business Associate hereby indemnifies County and agrees to hold County harmless from and against any and all losses, expense, damage or injury that County may sustain as a result of, or arising out of, Business Associate's, or its agent's or subAgreementor's, unauthorized use or disclosure of PHI.

8. Business Associate shall be covered by comprehensive general liability insurance.

9. Business Associate shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents, and shall give prior notice to County of any subcontractors or agents who are to be given access to PHI.

10. Business Associate shall make all PHI and related information in its possession available as follows:

a. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524 and any subsequent amendments to the regulations;

b. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to account for disclosures of PHI in accordance with 45 CFR § 164.528 and any subsequent amendments to the regulations.

11. Business Associate shall make PHI available to County to fulfill County's obligation to amend PHI and related information in accordance with 45 CFR §164.526, and shall, as directed by County, incorporate any amendments or related statements into the information held by Business Associate and any subcontractors or agents.

12. Business Associate agrees to make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of County available to the U.S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the privacy regulations, and any amendments thereto.

13. Upon termination of this Agreement, Business Associate agrees, at the option of County, to return or destroy all PHI created or received from or on behalf of County. Business Associate agrees that it will not retain any copies of PHI except as required by law. If PHI is destroyed, Business Associate agrees to provide County with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, Business Associate agrees to extend the protections of this Agreement to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.

14. The PHI and any related information created or received from or on behalf of County is and shall remain the property of the County. Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.

15. Notwithstanding anything in this Agreement to the contrary, County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties if County determines that Business Associate has violated any material term of this Agreement. If County reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, County gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to County that it will no breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties. In the event of termination as described in this Paragraph, County shall have the right to contract for replacement service through another entity or provider, with Business Associate responsible for paying any difference in cost.

16. Notwithstanding any rights or remedies under this Agreement or provided by law, County retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Business Associate, any of its subcontractors or agents, or any third party who has received PHI from Business Associate.

17. This Agreement shall be binding on the parties and their successor, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

18. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.

19. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.

20. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To County: County of Sierra
Department of Health and Human Services
P.O. Box 265
Loyalton, CA 96118

To Contractor: Mary Lowe, LMFT
PO Box 41086
Reno, NV 89504

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"

COUNTY OF SIERRA

_____
Jim Beard, Chairman
Sierra County Board of Supervisors

"CONTRACTOR"

_____
Mary Lowe, LMFT

ATTEST:

_____
Heather Foster
Clerk of the Board

APPROVED AS TO FORM:

_____
David Prentice
County Counsel

Attachment G

Independent Contractor Affidavit

I, Mary Lowe, LMFT, sign under penalty of perjury, that I have my own independent business or are employed at another entity. I determine my schedule and availability with Sierra County.

_____ _____

Mary Lowe, LMFT

David Prentice
County Counsel

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: Clerk-Recorder
APPROVING PARTY: Heather Foster, Clerk-Recorder
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Minutes from the special meeting held on April 16, 2020.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $ N/A

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☐No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☐Yes ☐No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☐No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

STATE OF CALIFORNIA, COUNTY OF SIERRA
BOARD OF SUPERVISORS
MINUTES
SPECIAL TELECONFERENCE MEETING

Lee Adams, Vice-Chair, District 1
P.O. Box 1 - Downieville, CA 95936 - 530-289-3506 - supervisor1@sierracounty.ca.gov
Peter W. Huebner, District 2
P.O. Box 349 - Sierra City, CA 96125 - 530-565-6055 - phuebner@sierracounty.ca.gov
Paul Roen, District 3
P.O. Box 43 - Calpine, CA 96124 - 530-565-6048 - supervisor3@sierracounty.ca.gov
Jim Beard, Chair, District 4
P.O. Box 1140 - Loyalton, CA 96118 - 530-565-6092 -jbeard@sierracounty.ca.gov
Sharon Dryden, District 5
P.O. Box 246 - Loyalton, CA 96118 - 530-913-9218 - sdryden@sierracounty.ca.gov

The Sierra County Board of Supervisors met in special session commencing at 9:00 a.m. on Thursday, April 16, 2020. This meeting was recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov

PLEDGE OF ALLEGIANCE: Led by Chair Beard

ROLL CALL

Present: Lee Adams, Supervisor, District #1
Peter W. Huebner, Supervisor, District #2
Paul Roen, Supervisor, Chair, District #3
Jim Beard, Supervisor, Vice-Chair, District #4
Sharon Dryden, Supervisor, District #5

Staff: Heather Foster, County Clerk-Recorder
Amanda Uhrhammer, Deputy County Counsel
Van Maddox, Auditor/Treasurer-Tax Collector
Tim Beals, Director of Planning and Transportation
Lea Salas, Director of Behavioral Health
Vickie Clark, Director of Health and Social Services
Celia Sutton-Pado, County Health Officer
Mike Fisher, Sheriff-Coroner

REGULAR AGENDA

The Board moved to approve the Regular Agenda.

APPROVED. Motion: Huebner/Dryden/Unanimous Roll Call Vote: 5/0

2. PUBLIC COMMENT OPPORTUNITY

At 9:02 a.m. Chair Beard opened public comment.

Supervisor Adams commented that Sierra County is 168 years old today.

At 9:03 a.m. Chair Beard closed public comment with no further persons addressing the Board.

3. BOARD OF SUPERVISORS

3.A. Update from County Public Health, County OES, and County Sheriff Office ("EOC Group") on the Declared Local State of Emergency and the County Health Officer-Public Health Emergency Declaration surrounding the COVID-19 Pandemic and discussion and direction to staff on the following:

Reports were given by the Director of Public Works, Director of Health and Social Services, County Health Officer, Director of Behavioral Health and the Sheriff regarding the status of County operations during the COVID-19 pandemic.

1. Pacific Crest Trail (PCT) status and recommendation to the US Forest Service and Pacific Crest Trail Association (PCTA).

Comments were received by the Director of Public Works, Supervisor Huebner, Supervisor Adams, and Congressman LaMalfa's Field Representative Shane Starr regarding the County's concerns pertaining to the impacts to the community of Sierra City from the PCT hikers and reaching out to the Reno postal distribution center to express the County's concerns with respect to the delivery of PCT hiker packages to the Sierra City Post Office.

Following considerable discussion, the Board moved to authorize drafting and submitting a letter to the Nevada Postal Director expressing the County's concerns regarding the delivery of PCT hiker's packages to the Sierra City Post Office with copies to the PCTA and Congressman LaMalfa's office.

APPROVED. Motion: Adams/Huebner/Unanimous Roll Call Vote: 5/0

2. Discussion of special events permitted or planned for 2020.

The Director of Public Works provided background on the number of special event permits that have been filed and the events that have been canceled for this year.

Discussion ensued with the Board.

Following discussion and by consensus, the Board directed suspending encroachment permits for special events based on the current public health order and state order, and to reevaluate the issuance of permits at the June 2, 2020 Board meeting.

Public comment was received by Greg Carter, Jesse Passafiume and Greg Williams on behalf of the Sierra Buttes Trail Stewardship in regards to this year's Downieville Classic Mountain Bike Race.

Considerable discussion ensued in regards to whether the Downieville Classic Mountain Bike Race could be held in late July or August or if the event should be canceled.

Public comment was received by Bill Copren in regards the San Francisco State's Sierra Nevada Field Campus and the Kentucky Mine.

Discussion ensued with the Board.

Following discussion, the Director of Public Works clarified that the Kentucky Mine should remain closed through June 1, 2020 and there should not be an issue with having the curator on site.

3. Measures proposed to be implemented to communicate community exposure concerns from visitors coming into the county.

The Director of Planning commented on posting signs to encourage people to stay home due to the number of people traveling to this region and compromising the community health.

Discussion ensued with the Board.

Public comment was received by Donna Hayes, Goodyears Bar, regarding the number of rafters and kayakers on Highway 49.

The Sheriff indicated that based on their investigation it was determined this was a private group of individuals rafting and they are packing up and leaving.

Public comment was received by Chris Fichtel on behalf of the Nature Conservancy regarding limiting the number of people traveling on the County road that ends at the Independence Lake Preserve parking lot.

Discussion ensued regarding whether the Board would be in favor of closing the County road.

Following discussion and by consensus, the Board authorized the Nature Conservancy to place a sign in the public right-of-way, without blocking the County road, stating that the Independence Lake Preserve is closed at the Henness Pass crossing.

The Director of Public Works commented on the status of the Jackson Meadows campground and boat ramp complex, the Webber Lake campground and hotel, and the roads the County and Forest Service serve to these properties.

4. Courtesy notification to Forest Service summer home tract permittees and recreational subdivision property owners on county activities regarding the current pandemic response.

The Director of Public Works proposed sending a courtesy notice to each summer home tract permittee and property owner at Greene Acres informing them of what the County is doing in response to the pandemic.

By consensus, the Board authorized the Director to proceed with sending courtesy notices to the summer home tract permittees and Greene Acre property owners.

The Director continued to comment on plans to mitigate the influx of visitors to the area over Memorial Day weekend and the letter requested by CSAC regarding COVID-19 funding for counties.

Comments were received by Supervisor Adams regarding the proposed letter.

The Board moved to approve the letter to the County's state congressional delegation in regards to COVID-19 funding for counties.

APPROVED. Motion: Huebner/Roen/Unanimous Roll Call Vote: 5/0

Discussion ensued regarding Memorial Day weekend and waiting to see how things progress before reacting.

ADJOURN

At 11:40 a.m., with no further business, Chair Beard adjourned the meeting.

_____
JIM BEARD, CHAIR
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: Clerk-Recorder
APPROVING PARTY: Heather Foster, Clerk-Recorder
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Minutes from the regular meeting held on April 21, 2020.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $ N/A

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☐No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☐Yes ☐No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☐No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

STATE OF CALIFORNIA, COUNTY OF SIERRA
BOARD OF SUPERVISORS
MINUTES
REGULAR TELECONFERENCE MEETING

Lee Adams, Vice-Chair, District 1
P.O. Box 1 - Downieville, CA 95936 - 530-289-3506 - supervisor1@sierracounty.ca.gov
Peter W. Huebner, District 2
P.O. Box 349 - Sierra City, CA 96125 - 530-565-6055 - phuebner@sierracounty.ca.gov
Paul Roen, District 3
P.O. Box 43 - Calpine, CA 96124 - 209-479-2770 - supervisor3@sierracounty.ca.gov
Jim Beard, Chair, District 4
P.O. Box 1140 - Loyalton, CA 96118 - 530-565-6092 -jbeard@sierracounty.ca.gov
Sharon Dryden, District 5
P.O. Box 246 - Loyalton, CA 96118 - 530-913-9218 - sdryden@sierracounty.ca.gov

The Sierra County Board of Supervisors met in regular session commencing at 9:00 a.m. on April 21, 2020 via teleconference. This meeting was recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

PLEDGE OF ALLEGIANCE: Led by Supervisor Roen

ROLL CALL

Present: Lee Adams, Supervisor, Vice-Chair, District #1
Peter W. Huebner, Supervisor, District #2
Paul Roen, Supervisor, District #3
Jim Beard, Supervisor, Chair, District #4
Sharon Dryden, Supervisor, District #5

Staff: Heather Foster, County Clerk-Recorder
Amanda Uhrhammer, Deputy County Counsel
Van Maddox, Auditor/Treasurer Tax-Collector
Tim Beals, Director of Planning and Transportation
Lea Salas, Director of Behavioral Health
Vickie Clark, Director of Health and Social Services
Celia Sutton-Pado, County Health Officer
Mike Fisher, Sheriff-Coroner

APPROVAL OF THE CONSENT AGENDA

The Board moved to approve the Consent Agenda.

APPROVED. Motion: Huebner/Adams/Unanimous Roll Call Vote: 5/0

11. CONSENT AGENDA

11.A. Approval of an invoice by Sierra County Fire Protection District No. 1 for Title III funds for services rendered on Federal land. (AUDITOR)

ADOPTED, Resolution 2020-048

11.B. Agreement for Indemnification and Reimbursement for Extraordinary Costs for Linda Sanford, applicant and landowner. Consideration of a Certificate of Compliance, Assessor's Parcel Number 013-070-011 located at T20N, R14E, S9, near Sattley. (PLANNING)

APPROVED, Agreement 2020-028

11.C. Resolution certifying County roads contained in maintained mileage system for submittal to the State of California. (PUBLIC WORKS)

ADOPTED, Resolution 2020-049

11.D. Resolution approving the California Department of Public Health Infectious Disease Prevention and Control Local - Infrastructure Grant Agreement Number 19-10854 and authorizing Vickie Clark, Director to sign the agreement. (PUBLIC HEALTH)

ADOPTED, Resolution 2020-050
APPROVED, Agreement 2020-029

11.E. Amendment to Professional Services Agreement 2019-005 between The Regents of the University of California on behalf of its Davis campus, UC Davis Continuing and Professional Education and the County of Sierra. (SOCIAL SERVICES)

APPROVED, Agreement 2020-030

11.F. Resolution of Appreciation to Chief Probation Officer Jeff Bosworth. (SUPERVISOR ADAMS).

11.G. Authorization to advertise and fill the vacant position in the Clerk-Recorder’s office at the level of Chief Deputy Clerk-Recorder, A through E Step. (CLERK-RECORDER)

11.H. Minutes from the regular meeting held on March 17, 2020. (CLERK-RECORDER)

APPROVAL OF THE REGULAR AGENDA

The Board moved to approve the Regular Agenda.

APPROVED. Motion: Adams/Huebner/Unanimous Roll Call Vote: 5/0

REGULAR AGENDA

2. PUBLIC COMMENT OPPORTUNITY

At 9:06 a.m., Chair Beard opened and closed the public comment opportunity with no persons addressing the Board.

3. COMMITTEE REPORTS & ANNOUNCEMENTS

Supervisor Adams reported on a conference call with the Chair, OES Director, Sheriff, County Health Officer and the California Department of Fish and Wildlife.

4. DEPARTMENT MANAGERS' REPORTS & ANNOUNCEMENTS

The Director of Behavioral Health reported on the foundation work for the Wellness Center beginning mid-May and the substance abuse block grant.

The Director of Health and Social Services reported on the second installment of COVID-19 funding received; Social Service workers are now fitted out with PPE; the first virtual state audit starting next week; an increase in Cal Fresh for the months of March and April; and the recent resignation of the Social Services Health Assistant.

Personnel Analyst Judi Behlke reported on the number of vacant positions and recruitment efforts in the County.

5. FOREST SERVICE UPDATE

Sierraville District Ranger Quentin Youngblood reported on matters going on in the District.

The Director of Planning informed District Rangers Youngblood and Henderson that he would be sending them the original nomination papers for the Highway 49/89/20 Scenic Byway program and requesting support of the districts to revive the program. The Director also requested a future meeting with Yuba River District Ranger Henderson to discuss the Greene Acres planning grant funded by the Sierra Nevada Conservancy.

6. HEALTH & SOCIAL SERVICES - VICKIE CLARK

6.A. Approval of a Financial Officer - Behavioral Health, Health and Social Services position to replace the vacant position of Interdepartmental Fiscal Officer and authorization to recruit and hire said position.

The Director of Health and Social Services provided background on the Financial Officer position, which came about from the Auditor's concerns with hiring at the 35 level. The Director also commented on having received confirmation from CDSS to perform a full fiscal review of Social Services.

Supervisor Adams commented on the Finance Committee's unanimous recommendation to hire a Financial Officer position in order to protect the general fund from being subject to disallowances from the state.

The Board moved to approve a Financial Officer – Behavioral Health, Health and Social Services position to replace the vacant position of Interdepartmental Fiscal officer and authorized recruiting and hiring said position.

Supervisor Huebner expressed concerns with the salary and the public's perception of growth in personnel in the County.

The Auditor clarified this is not a new position, rather this is hiring at a different level. The Auditor further expressed the need to hire someone with the proper background in account and finance.

Supervisor Adams indicated that he shares Supervisor Huebner's concerns with respect to growing numbers in Health and Human Services, but also agrees with the Auditor with respect to the importance of this position.

Discussion ensued with the Board.

APPROVED. Motion: Adams/Roen/Majority Roll Call Vote: 3/2 (Supervisors Huebner and Beard NO)

7. AUDITOR / TREASURER-TAX COLLECTOR - VAN MADDOX

7.A. Discussion/direction to staff regarding request from Sierra County Fire Protection District No. 1 for reimbursement of funds paid to Truckee Meadow Fire Protection District.

The Auditor provided background on the District's request for reimbursement of $13,000 paid to the Truckee Meadow Fire Protection District, which funds will eventually come from the property owners in Verdi and Long Valley once the County Service Area zone has been formed.

The Director of Public Works commented on the $13,000 request, which represents the balance and commitment made by the property tax agreement from the Sierra County Fire Protection District's annexation of Verdi and Long Valley. The

balance was to be backfilled by the fee created through the formation of a county service area zone and assessed to the properties in Verdi and Long Valley for future services. The county service area zone and assessment have not been created as proposed, so the County needs to provide a short-term loan to the district to cover their costs and then immediately move forward with the creation of the zone and assessment.

Discussion ensued regarding which fund to pay the $13,000 out of.

Comments were received by Bill Copren on behalf of the Sierra County Fire Protection District No. 1.

Following discussion and by consensus, the Board directed staff to bringing this matter back to the May 5, 2020 Board meeting.

7.B. Resolution approving amendment of CSAC Excess Insurance Authority Joint Powers Agreement.

The Auditor and Deputy County Counsel provided background on the proposed amendment to agreement.

The Board moved to adopt the resolution approving amendment of CSAC Excess Insurance Authority Joint Powers Agreement.

ADOPTED, Resolution 2020-051 and **APPROVED**, Agreement 2020-031. Motion: Adams/Huebner/Unanimous Roll Call Vote: 5/0

8. PUBLIC WORKS/TRANSPORTATION - TIM BEALS

8.A. Agreement with Sierra Pacific Industries (SPI) for continued use of Plum Valley County Park.

The Board moved to approve the agreement with Sierra Pacific Industries (SPI) for continued use of Plum Valley County Park.

APPROVED, Agreement 2020-032. Motion: Adams/Huebner/Unanimous Roll Call Vote: 5/0

8.B. Agreement with Sierra Pacific Industries (SPI) for temporary storage of brush on property at Our House Dam-Pliocene Ridge area.

The Board moved to approve the agreement with Sierra Pacific Industries (SPI) for temporary storage of brush on property at Our House Dam-Pliocene Ridge area.

APPROVED, Agreement 2020-033. Motion: Huebner/Adams/Unanimous Roll Call Vote: 5/0

9. BOARD OF SUPERVISORS

9.A. CONTINUED COVID-19 PUBLIC HEALTH EMERGENCY UPDATE: Report from Sierra County Public Health, County Office of Emergency Services, County Department Managers, Forest Service Representatives, and other local agencies on recent developments relating to the COVID-19 Public Health Emergency and possible action/direction to staff.

The County Health Officer provided an update on the surveillance of COVID activity in Sierra County and surrounding counties, and the upcoming public health order pertaining to face coverings

Considerable discussion ensued regarding the requirements for wearing face coverings when adequate distancing cannot be maintained.

The Director of Public Works commented on the west side communities concerns regarding the number of outside visitors; the National Forest recreation sites remaining closed with the exception of the trailheads; making a formal request to the Region 5 Forest Supervisor and the PCTA to make it clear that the PCT is closed; the California Department of Fish and Wildlife's request regarding the County's position on the opening of the regular fishing season; and the need for Board direction on the closure of public facilities, parking lots and removal of park benches.

Discussion ensued with the Board.

The Sheriff suggested limiting parking and access to parks in Downieville, and if the Board decides to reduce or delay the opening of fishing season in the County, to do a narrow surgical approach and close only the areas near the communities.

The Board moved to direct the Director of Public Works to close all County owned properties and parks, and to reduce parking in Downieville and Sierra City, and direct the Health Department to request the Pizza Parlor in Downieville to only serve patrons in their vehicles on the weekends.

APPROVED. Motion: Adams/Huebner/Unanimous Roll Call Vote: 5/0

Supervisor Adams commented on the California Department of Fish and Wildlife's request for more specific information on the Board's letter requesting postponement of the regular fishing season.

Discussion ensued with the Board.

Following discussion, the Board moved to revise the letter to the California Department of Fish and Wildlife recommending postponement of the regular fishing season on the North Yuba River north of Goodyears Bar to its point of origin at the Yuba Pass and the entire length of the Downie River until further notice.

APPROVED. Motion: Adams/Huebner/Unanimous Roll Call Vote: 5/0

CLOSED SESSION STATEMENT

Deputy County Counsel reported out for the March 20, 2020 and April 7, 2020 Board meetings.

March 20, 2020 - 5.A. Closed session pursuant to Government Code Section 54956.9(a) - conference with counsel regarding the following litigation: ARP - Loyalton Cogen LLC Chapter 11 Bankruptcy - United States Bankruptcy Court Central District Case No. 8:20-bk-10535-ES.

Deputy County Counsel reported that direction was given to staff.

April 7, 2020 - 13.A. Closed session pursuant to Government Code Section 54956.9(a) - conference with legal counsel regarding the following litigation: ARP - Loyalton Cogen LLC Chapter 11 Bankruptcy - United States Bankruptcy Court Central District Case No. 8:20-bk-10535-ES.

Deputy County Counsel reported that no action was taken that was required to report out.

10. CLOSED SESSION

10.A. Closed session pursuant to Government Code Section 54956.9(a) - conference with legal counsel regarding the following litigation: ARP - Loyalton Cogen LLC Chapter 11 Bankruptcy - United States Bankruptcy Court Central District Case No. 8:20-bk-10535-ES.

10.B. Closed session pursuant to Government Code Section 54957 - performance review regarding Personnel Director.

The Board met in closed session from 11:41 a.m. to 12:35 p.m.

12. CORRESPONDENCE LOG

12.A. Application for Alcoholic Beverage License submitted by Bassett's Station LLC.

No action taken.

12. Notice of Intent to Harvest Timber submitted by Sierra Pacific Industries and located in Sierra County in portions of Sections 19, 21, 29, and 31, T20N, R11E, MDBM.

No action taken.

12.C. Notice of Intent to Harvest Timber submitted by Soper Wheeler Company LLC and located in Plumas and Sierra Counties in portions of Sections 2,4,5,6,8,9,10,16,20,29,30, T21N, R9E, and Section 30, T22N, R10E all MDB&M.

No action taken.

ADJOURN

At 12:35 p.m., with no further business, Chair Beard adjourned the meeting.

_____
JIM BEARD, CHAIR
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: June 16, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: Clerk-Recorder
APPROVING PARTY: Heather Foster, Clerk-Recorder
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Minutes from the regular meeting held on May 5, 2020.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $ N/A

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☐No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☐Yes ☐No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☐No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Minutes to be distributed
under separate cover
and/or at meeting.