



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

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Sharon Dryden, District 5

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The Sierra County Board of Supervisors will meet in regular session commencing at 9:00 a.m. on July 21, 2020. This meeting will be recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

In accordance with 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 comments by using the WebEx options below:

By phone: 1-408-418-9388

Access Code: 146 394 6480

By PC: <https://tinyurl.com/072120bos>

Access Code: 146 394 6480

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. PERSONNEL DIRECTOR - MARGARET LONG

6.A. Resolution approving the Sierra County Alcohol and Drug Free Workplace Policy.

Documents:

[Alcohol and Drug Policy.pdf](#)

6.B. Second reading and adoption of an ordinance repealing Chapter 3.12 of Sierra County Code pertaining to Drug and Alcohol Nonuse and Testing.

Documents:

[SC 3.12 Repeal Ordinance.pdf](#)

7. BOARD OF SUPERVISORS

7.A. Second reading and adoption of an ordinance amending Section 5.20.020 of the Sierra County Code to increase Sierra County's Transient Occupancy Tax rate from 10 to 12.5

percent, subject to approval of two-thirds of the electors voting on the tax measure at the November 3, 2020 General Election. (CLERK OF THE BOARD)

Documents:

[TOT Ordinance 2.pdf](#)

- 7.B. Resolution ordering an election for the submission to the voters an increase in the Sierra County Transient Occupancy Tax from 10% to 12.5% at the next regularly scheduled election to be held on November 3, 2020 - Presidential General Election. (CLERK OF THE BOARD)

Documents:

[TOT Resolution.pdf](#)

- 7.C. 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 developments to the COVID-19 Public Health Emergency and possible action/direction to staff. (CLERK OF THE BOARD)

Documents:

[COVID-19 Item.pdf](#)

8. PUBLIC WORKS/TRANSPORTATION - TIM BEALS

- 8.A. Discussion and direction regarding special events in light of COVID-19.

Documents:

[Events - Covid.pdf](#)

- 8.B. Resolution adopting findings and authorizing appointment of retired annuitant to a temporary position.

Documents:

[Retired Annuitant.Item.pdf](#)

- 8.C. Resolution rescinding Resolution 2019-120 and updating solid waste transfer station gate fees in light of the updated per cubic yard fee.

Documents:

[Solid Waste Gate Fees Item.pdf](#)

- 8.D. Resolution amending Resolution 2016-094, approving solid waste assessment fees for building permits.

Documents:

[SW Building Permit Fee.Item.pdf](#)

- 8.E. Consideration of request from LegendEraLLC for an exception to the terms and

conditions, Section (2)(B) of Sierra County Resolution 87-062 regarding hours of operation related to transportation permits for Restricted County Highways.

Documents:

[Transportation Permit.Item.pdf](#)

- 8.F. Discussion and direction regarding a concept of developing a charge for State, Local Government, and Federal Campground spaces in campgrounds not concession operated to cover various county service costs.

Documents:

[Campgrounds Discussion.pdf](#)

9. **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.

- 9.A. Agreement between Relias LLC and Sierra County Mental Health for annual subscription of employee training services. (BEHAVIORAL HEALTH)

Documents:

[Relias Learning Board.pdf](#)

- 9.B. Professional Services Agreement between Clean & Sober Recovery Services, Inc. and County of Sierra for Substance Abuse Detoxification and Recovery Home Services. (BEHAVIORAL HEALTH)

Documents:

[Clean and Sober Recovery Services Board.pdf](#)

- 9.C. Grant agreement for County Medical Services Program (CMSP) COVID-19 Emergency Response Grant (CERG) Program funding between County Medical Services Program Governing Board and Sierra County Public Health. (PUBLIC HEALTH)

Documents:

[CMSP CERG Board.pdf](#)

- 9.D. Renewal of contract for Airespring; managed redundant phone connectivity. (INFORMATION SYSTEMS)

Documents:

[200714 - Airespring Board Packet.pdf](#)

- 9.E. Renewal of SmartNet contract for maintenance and support on Cisco networking and phone equipment. (INFORMATION SYSTEMS)

Documents:

[200714 - SmartNet Board Packet.pdf](#)

- 9.F. Resolution authorizing amendment to 2020/2021 Solid Waste Budget and authorizes the Cycle 2M Micro Grant Application under the California Carpet Stewardship Program to establish a carpet recycling site at the Loylton Transfer Station. (PUBLIC WORKS)

Documents:

[Carpet Recycling.Item.pdf](#)

- 9.G. Authorize payment of Invoice Number 198133 to Intermountain Disposal for tipping fees for waste that has been diverted to Delleker Transfer Station. (PUBLIC WORKS)

Documents:

[IMD.Item.pdf](#)

- 9.H. Professional Services Agreement with Avalex, Inc. for Solid Waste Consulting Services for Fiscal Year 2020/2021. (PUBLIC WORKS)

Documents:

[Avalex.SW.Item.pdf](#)

- 9.I. Professional Services Agreement with Avalex, Inc. to prepare documentation necessary to support a request for closure to the Central Valley Regional Water Quality Control Board for the Alleghany Maintenance Facility Leaking Underground Fuel Tank Site (LUFT). (PUBLIC WORKS)

Documents:

[Avalex.Alleghany.Item.pdf](#)

- 9.J. Minutes from the regular meeting held on May 19, 2020. (CLERK)

Documents:

[05192020 minutes.pdf](#)

- 9.K. Minutes from the regular meeting held on June 2, 2020. (CLERK)

Documents:

[06022020 minutes.pdf](#)

- 9.L. Minutes from the regular meeting held on July 7, 2020. (CLERK)

Documents:

[07072020 minutes.pdf](#)

ADJOURN

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

MEETING DATE: July 21, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Personnel
APPROVING PARTY: Margaret E. Long
PHONE NUMBER: 530-691-0800

AGENDA ITEM: Resolution approving the Sierra County Alcohol and Drug Free Workplace Policy.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Resolution

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

<p>BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken</p>	<p><input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____</p>	<p>Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus</p>
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COMMENTS:

CLERK TO THE BOARD

DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**RESOLUTION ADOPTING THE SIERRA COUNTY
ALCOHOL AND DRUG FREE WORKPLACE POLICY**

Resolution 2020-

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors, County of Sierra, State of California does hereby adopt the attached Sierra County Alcohol and Drug Free Workplace Policy.

BE IT FURTHER RESOLOVED that the attached policy hereby supersedes any prior alcohol and drug free workplace policy adopted by the Board of Supervisors.

ADOPTED by the Board of Supervisors of the County of Sierra on the 21st day of July 2020, by the following vote:

AYES: Supervisors
NOES: None
ABSTAIN: None
ABSENT: None

COUNTY OF SIERRA

JIM BEARD, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK TO THE BOARD

DAVID PRENTICE
COUNTY COUNSEL

SIERRA COUNTY ALCOHOL AND DRUG FREE WORKPLACE POLICY

I. PURPOSE

It is the intention of this policy to eliminate substance abuse and its effects in the work place. While Sierra County has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Employees should be in a condition to perform their duties safely and efficiently, in the interests of their co-workers and the public as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective. Managers will be trained to recognize symptoms of substance abuse and to become involved in this control process.

Sierra County provides public transit and para-transit services for the residents of our community. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing 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. In keeping with this mission, Sierra County declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.

Additionally, 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 (USDOT) 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. 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.

The County will maintain a separate FTA Transit Drug and Alcohol Policy, which shall be controlling for employees that fall under the Federal Transit Administration.

II. APPLICABILITY

This policy applies to all employees when they are on County of Sierra property or when performing any County of Sierra related business. It applies to off-site lunch periods, breaks when an employee is scheduled to return to work, and on-call employees. Vendors and contracted employees are governed by this policy while on County of Sierra premises and they will not be permitted to conduct business if found to be in violation of this policy.

The County is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as disabled under federal and/or state law. Should an employee

self-identify their substance abuse problem PRIOR to violating any provisions of the Personnel Code, the employee shall be allowed to seek rehabilitation without being subject to disciplinary action.

In accordance with Federal Regulations, this Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full-time and part-time) when performing safety sensitive duties. Sierra County employees who do not perform safety-sensitive functions are also covered under this policy under the sole authority of Sierra County. A safety-sensitive function covers operation of public 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, transit security personnel who carry firearms, dispatchers or person 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 that 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.

III. DEFINITIONS

Accident: An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

1. An individual dies;
2. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
3. One or more vehicles incur disabling damage as the result of the occurrence and are 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, mirrors or windshield wipers that makes them inoperative.

Adulterated Specimen: A specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

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 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 cancelled. 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 valid 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.

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 County's own authority.

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.

Department of Transportation (DOT): For the purposed of Drug and Alcohol regulatory oversight, the DOT is the department of the federal government which includes the, Federal Transit Administration, Federal Railroad Administration, Federal Highway Administration, Federal Motor Carriers' Safety Administration, Pipeline & Hazardous Materials Safety Administration, United States Coast Guard, and the Office of the Secretary of Transportation.

Dilute specimen: A 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 National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations. Approved devices are listed on the NHTSA conforming products list.

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 measure 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 measure 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 (5) drug/drug metabolites but has a specific gravity value lower than expected for human urine.

Negative Test Result: The verified presence of the identified drug or its metabolite below the minimum levels specified in 49 CFR Part 40, as amended. An alcohol concentration of less than 0.02 BAC is a negative test result.

Non-negative Test Result: A test result found to be adulterated, substituted, 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, opiates, amphetamines, or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended, and all illegally used controlled substances as defined by the California Health and Safety Code.

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 or that require a CDL to operate. Include all ancillary vehicles used in support of the transit system.

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 Driver's License (CDL).
3. Maintaining a revenue service vehicle or equipment used in revenue service.
4. Controlling the movement of a revenue service vehicle.
5. Carrying a firearm for security purposes in a FTA covered position.

Split Specimen Collection: A collection in which the urine collected is divided into two (2) 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, or drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse (ICRC) or by the National Board for Certified Counselors, Inc. and Affiliates/Master Addictions Counselor (NBCC)) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted Specimen: A 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;
3. Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations;
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 as part of the verification process, or as directed by the DER as part of the “shy bladder” or “shy lung” procedures;
8. Fails to cooperate with any part of the testing process (*e.g.*, refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection 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.

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.

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.

IV. EDUCATION AND TRAINING

Every employee shall receive a copy of this policy and shall 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.

All supervisory personnel who are in a position to determine employee fitness for duty shall 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. Under the Sierra County's own authority, supervisory personnel shall also be trained on how to intervene constructively and how to effectively integrate an employee back into his/her work group following intervention and/or treatment.

Information on the signs, symptoms, health effects, and consequences of alcohol misuse is presented in Attachment B of this policy.

V. PROHIBITED SUBSTANCES

Prohibited substances addressed by this policy include the following: Illegally Used Controlled Substance or Drugs under the Drug-Free Workplace Act of 1988, all illegal drugs as defined by the California Health and Safety Code, and all controlled substances taken without a prescription. This includes, but is not limited to: marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine. Illegal use includes use of any illegal drug as defined by this policy, use of prescribed medication in excess of the prescribed dose or prescription drugs for which the employee does not have a legally obtained prescription. The prohibited substances identified in this policy apply to all Sierra County employees.

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all covered employees be tested for marijuana, cocaine, amphetamines, opiates, and phencyclidine as described in Section VIII of this policy. Illegal use of these five (5) drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

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 the employee's 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. For non-safety sensitive employees, a written release from the employee's doctor indicating that the employee can perform his/her job may be required.

The County of Sierra has the right to restrict an employee's work activities while that employee is using legal drugs. The County may also require an employee on prescribed medication to take a leave of absence while taking such drugs. In any case, no employee may report to work if he/she is impaired by the use of the drugs to the point the impairment might endanger the employee's safety or the safety of anyone else, pose a risk of significant breach of security, or substantially interfere with the performance of assigned job duties or the efficient operations of the County.

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's authority, an alcohol test can be performed any time a covered employee is on duty.

VI. PROHIBITED CONDUCT

Consistent with the Drug-free Workplace Act of 1988, all Sierra County employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place, anytime on duty, during rest or meal breaks, including Transit Department premises and transit vehicles, while representing the County after an assigned work shift or on any other County premises.

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.

Sierra County under its own authority also prohibits the consumption of alcohol at all times an employee is on duty, or anytime the employee is in uniform.

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 a standby 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 standby responsibilities and may be subject to discipline.

The Transit Department as well as all other County departments 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. 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 0.02 or greater regardless of when the alcohol was consumed.

No covered employee shall consume alcohol for eight (8) hours following involvement in an accident as defined by this policy or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.

No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

When there is reasonable suspicion to believe an employee engaged in his or her duties is currently under the influence of alcohol or drugs he or she shall be prevented from engaging in further work and shall be assisted in being safely transported from the work site. Such employee will be on a paid leave of absence until the test results are received.

Employees who are rightfully requested to submit to testing as defined by this policy and who fail to pass a controlled substance or alcohol test shall remain off duty and be subject to disciplinary action up to and including termination. Transit and DOT safety-sensitive employees shall be required to submit to an examination by a substance abuse professional that may require the employee to undergo treatment as a prerequisite to return to duty. Transit and DOT safety-sensitive employees must submit to a return to duty controlled substance and/or alcohol test prior to returning to work and will be subject to unannounced follow-up testing for a period of time to be determined by the Substance Abuse Professional. A controlled substance or alcohol test is

considered positive (failed) if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds as defined in this policy.

The decision to discipline or discharge will be carried out in conformance with Section 18 of the Personnel Code or applicable Memorandum of Understanding. The disciplinary aspect is intended to focus on employee commitment to a safe work environment and emphasizes the responsibility of employees for their own behavior. Should an employee self-identify his/her own substance abuse problem or agree to obtain treatment as a result of a positive drug/alcohol test, consideration may be given to postpone, reduce or cancel a pending disciplinary action.

VII. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the Sierra County management of any criminal drug statute conviction for a violation occurring in the workplace within five (5) days after such conviction. Each employee also has the obligation under Sierra County authority to report to his/her department, a conviction for a drug-related offense within thirty (30) calendar days of such conviction. Failure to report may constitute a cause for serious disciplinary action up to and including termination.

VIII. TESTING REQUIREMENTS

All employees shall be subject to testing prior to employment, for reasonable suspicion and following an accident as defined in this policy. All Transit and DOT safety-sensitive employees are subject to random testing in addition to testing for reasonable suspicion and following an accident as defined in the Transit and DOT guidelines.

If the confirmatory test is positive, the employee must provide within 24 hours of request, a bona fide verification of a valid prescription by a physician for the drug identified in the drug screen. The prescription must be in the employee's name. If not, the employee will be subject to disciplinary action up to and including discharge.

Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49 CFR Part 40, as amended. All covered employees shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Sections XI-XIV of this policy, and if applicable, return to duty/follow-up testing.

All covered employees who have tested positive for drugs or alcohol will be tested prior to returning to duty after completion of the Substance Abuse Professional's recommended treatment program and subsequent release to duty. Follow-up testing will also be conducted following return-to-duty for a period of one to five years, with at least six (6) tests performed during the first year. The duration and frequency of the follow-up testing above the minimum requirements will be at the discretion of the Substance Abuse Professional.

Any employee who refuses to comply with a rightful request for testing or who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration or substitution shall be removed from duty immediately and subject to disciplinary action. Refusal to submit to a test can include an inability to provide a urine specimen

or breath sample without a valid medical reason as well as a verbal declaration, obstructive behavior or physical absence after being given a rightful request to remain for testing, which results in the inability to conduct the test and obtain usable results.

All Transit and DOT safety sensitive employees as defined by Sierra County will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to disciplinary action. Any covered employee who is suspected of providing false information in connection with a drug test, or who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution will be required to undergo an observed collection. Verification of the above listed actions will be considered a test refusal and will result in the employee's removal from duty and subject to disciplinary action. Refer to Section III for behavior that constitutes a refusal to test.

All Employees

IX. DRUG TESTING PROCEDURES

The controlled substances and thresholds that will be tested for include marijuana or its metabolite (50 ng/ml), cocaine or its metabolite (300 ng/ml), opiates or its metabolite (2000 ng/ml), amphetamines or its metabolite (1000 ng/ml), and phencyclidine (PCP) at 25 ng/ml. An initial controlled substance screen will be conducted on each specimen. For those specimens that are positive, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The confirmation procedure is conducted independent of the initial test and uses a different technique and chemical principle in order to confirm reliability and accuracy. The confirmatory controlled substance test thresholds for a verified positive test result are those that are equal to or greater than 15 ng/ml for marijuana; 150 ng/ml for cocaine; 25 ng/ml for PCP; 2,000 ng/ml for opiates and 500 ng/ml for amphetamines. The test will be considered positive if the controlled substance levels present are above the minimum thresholds established in this policy.

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities 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.

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, for safety sensitive employees. Pre-employment specimens for non-safety sensitive positions will be collected as single specimens. Each specimen will be accompanied by a DOT or non-DOT Chain of 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 split 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.

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 Sierra County's Drug and Alcohol Program Manager (DAPM). If a legitimate explanation is found, the MRO will report the test result as negative to the DAPM and no further action will be taken.

If the test is invalid without a medical explanation, a retest will be conducted under direct observation for safety sensitive employees.

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 by the MRO 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. The employee is responsible for the cost of the split sample testing.

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 and will direct Sierra County to retest the employee under direct observation.

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 is positive, the split will be retained in frozen storage for one (1) year and the split specimen will also be retained for one (1) year. If the primary specimen is positive, the primary and the split will be retained for longer than one (1) 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.

Observed collections – Safety Sensitive Employees

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:

- a. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Sierra County that there was not an adequate medical explanation for the result;
- b. The MRO reports to Sierra County that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
- c. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen; or
- d. The temperature on the original specimen was out of range.

In addition, Sierra County may direct a collection under direct observation of an employee if the drug test is a return-to-duty test or a follow-up test as referenced in Sections XV and XVI.

X. ALCOHOL TESTING PROCEDURES

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). Alcohol screening tests may be performed using a non-evidential testing device which is also approved by NHSTA. 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 at least 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.

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. A positive alcohol test may result in disciplinary action up to and including termination. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive under DOT guidelines, the employee shall still be removed from duty for at least eight hours or for the duration of the workday whichever is longer and will be subject to disciplinary action. An alcohol concentration of less than 0.02 will be considered a negative test, however, may be considered misconduct. For employees represented by the Deputy District Attorney/Deputy Public Defenders Unit, Sheriff's Management Association, Management Employees Association, an alcohol concentration of less than 0.02 will be considered a negative test, however, the employee may still be subject to discipline in accordance with County disciplinary rules.

Sierra County 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 cancelled test.

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.

XI. PRE-EMPLOYMENT TESTING

All applicants for covered transit positions and non-safety sensitive positions shall undergo urine drug testing and breath alcohol testing prior to performance of a safety-sensitive function or any function for Sierra County.

All offers of employment shall be extended conditional upon the applicant passing a drug and alcohol test. An applicant shall not be placed into a safety-sensitive position/non-safety position unless the applicant takes a drug test with verified negative results, and an alcohol test with a result of a concentration below 0.02.

A non-safety sensitive employee shall not be placed, transferred or promoted into a covered position until the employee takes a drug test with verified negative results and a test with a result of a concentration below 0.02.

If a covered applicant fails a pre-employment drug or alcohol test, the conditional offer of employment shall be rescinded. The applicant is then ineligible for employment for a period of one (1) year. To reapply, the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in subpart (G), of 49 CFR Part 655.62. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.

If a non-safety sensitive applicant fails a pre-employment drug or alcohol test, the conditional offer of employment shall be rescinded. The applicant is then ineligible for employment for a period of one (1) year.

When an employee being placed, transferred, or promoted from a non-covered position to a covered position submits a drug test with a verified positive result, and/or an alcohol concentration above 0.02, the employee may be subject to disciplinary action, up to and including termination.

If a pre-employment/pre-transfer test is canceled, Sierra County will require the applicant to take and pass another pre-employment drug/alcohol test.

In instances where a covered employee does not perform a safety-sensitive function for a period of 90 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 drug and alcohol test under 49 CFR Part 655 and have negative test results prior to resuming the conduct of safety-sensitive job functions.

An applicant with a dilute negative test result will be required to retest.

Applicants for safety sensitive positions are required to report previous Transit and DOT covered employer drug and alcohol test results—failure to do so will result in the employment offer being

rescinded. If the applicant has tested positive or refused to test on a pre-employment test for a Transit and DOT covered employer, the applicant must then provide Sierra County proof of having successfully completed a referral, evaluation and treatment plan as described in subpart (G) of 49 CFR 655.62.

XII. REASONABLE SUSPICION TESTING

All Sierra County employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the 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 conclude that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. Under Federal Regulations, a reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under Sierra County's authority, a non-DOT reasonable suspicion alcohol test may be performed any time an employee is on duty.

Any such trained employee requesting or ordering an employee to submit to a controlled substance or breath analysis or saliva test shall, prior to the test, shall document in writing the facts constituting the employee's behavior that is characteristic of alcohol misuse or controlled substance abuse. In the event that extenuating circumstances prevent the trained employee from completing the written documentation prior to the test such employee shall complete the documentation as soon as possible but not later than 24 hours after the test. The documentation shall specify the extenuating circumstances. The County shall create a standard form to be used to document the basis for any request to test an employee. Additionally, the department head is to be contacted before the test is required of the employee.

Any such trained employee encountering another employee who refuses an order to submit to a controlled substance, breath analysis or saliva test shall remind the employee that failure to comply is insubordination and may result in disciplinary action.

The standard form referred to above, shall have places to document the factors which constitute the objective basis for the request to test. For purposes of this policy, the form may include, but is not limited to, a critical incident which occurs while on duty for the County or at the employee's work location.

Examples of critical incidents may include: 1) an accident involving a County vehicle or equipment causing damage to property or persons; 2) manifestation of mental or physical impairment sufficient to raise doubt that normal tasks can be safely or effectively performed; 3) observation of the employee with open container of alcohol or drug paraphernalia in work area or vehicle; and/or 4) documented objective facts and a reasonable inference drawn from those facts that an employee is under the influence of alcohol or a controlled substance.

Sierra County management 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 the test results. 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.

XIII. POST-ACCIDENT TESTING

A. Fatal Accidents

1. 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.

B. Non-Fatal Accidents

1. Employees will be required to undergo controlled substance and/or breath or saliva alcohol testing if they are involved in an accident while operating County vehicles or equipment if the accident results in injuries requiring transportation to a medical treatment facility; or where one or more vehicles incurs disabling damage that requires towing from the site; or if the employee receives a citation under state or local law for a moving traffic violation arising from the accident.
2. In addition, a post-accident test will be conducted for all employees if an accident results in injuries requiring immediate transportation to a medical treatment facility; or one or more vehicles incurs disabling damage, unless the operator's performance can be completely discounted as a contributing factor to the accident.
 - a. As soon as practicable following an accident, as defined in this policy, the supervisor investigating the accident will notify the covered employee operating the 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.
 - b. The appropriate 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 within 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.
 - c. Any 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.

- d. 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.
 - e. 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.
 - f. In the rare event that Sierra County is unable to perform an FTA drug and alcohol test (*i.e.*, employee is unconscious, employee is detained by law enforcement agency), Sierra County may use drug and alcohol post-accident test results administered by law enforcement officials in lieu of the FTA test. The law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with the law.
3. Any employee who, having first been requested to submit to such test, leaves the scene of such accident without appropriate authorization prior to submission to controlled substance and alcohol testing will be considered to have refused the test and subject to disciplinary action.

C. Sheriff Department Testing

1. All Sworn employees should only be tested post-accident if they exhibit signs of intoxication or being under the influence of a controlled substance.

IX. RANDOM TESTING (Safety Sensitive Employees Only)

- A. Employees working safety-sensitive positions as defined in this policy shall be subject to randomly selected, unannounced testing. The random selection shall be conducted by a scientifically valid method.
- B. 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.
- C. 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.
- D. Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can be performed just before, during, or just after the performance of a safety sensitive duty. However, under Sierra County's authority, a 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.
- E. Employees are required to proceed immediately to the collection site upon notification of their random selection.

X. RETURN-TO-DUTY TESTING

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.

XI. FOLLOW-UP TESTING

Covered employees will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty after a positive drug/alcohol test. The follow-up testing will be performed for a period of one to five (5) years with a minimum of six (6) 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. The costs for follow-up testing shall be the responsibility of the employee.

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.

XII. RESULT OF DRUG/ALCOHOL TEST

- A. 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 Substance Abuse Professional (SAP) for assessment, and will be subject to discipline. No employee will be allowed to return to duty requiring the performance of safety-sensitive job functions without the approval of the SAP and the employer. Non-safety sensitive employees shall also be removed from duty as a result of a positive drug/alcohol test, or refusal to test, and may be subject to the same return to duty procedures as covered employees.
- B. A drug test with the result of negative dilute shall be retested. Should the 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.

- C. Refusal to submit to a drug/alcohol test shall be considered a positive test result and a direct act of insubordination and shall result in proposed termination and a referral to SAP. A test refusal includes the following circumstances:
1. A covered employee who consumes alcohol within eight (8) hours following involvement in an accident without first having submitted to post-accident drug/alcohol tests.
 2. A covered employee who leaves the scene of an accident without a legitimate explanation prior to submission to drug/alcohol tests.
 3. A covered employee who provides false information in connection with a drug test.
 4. A covered employee who provides an insufficient volume of urine specimen or breath sample without a valid medical explanation. The medical evaluation shall take place within five (5) days of the initial test attempt.
 5. A verbal or written declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test within the specified time frame.
 6. A covered employee whose urine sample has been verified by the MRO as substitute or adulterated.
 7. A covered employee fails to appear for any test within a reasonable time, as determined by the employer, after being directed to do so by the employer.
 8. A covered employee fails to remain at the testing site until the testing process is complete.
 9. A covered employee fails to provide a urine specimen for any drug test required by Part 40 or DOT agency regulations.
 10. A covered employee fails to permit the observation or monitoring of a specimen collection.
 11. A covered employee fails or declines to take a second test the employer or collector has directed you to take.
 12. A covered employee fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the “shy bladder” or “shy lung” procedures.
 13. A covered employee fails to cooperate with any part of the testing process (*e.g.*, refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process, etc.).
 14. Failure to sign Step 2 of the Alcohol Testing form.
- D. The Employee shall be notified of proposed disciplinary action pursuant to the applicable section of the Personnel Code or respective Memorandum of Understanding.
- E. The cost of any treatment or rehabilitation services shall be paid directly by the employee or their insurance provider. The employee shall be permitted to take accrued sick leave or administrative leave to participate in the SAP prescribed treatment program. If the employee has insufficient accrued leave, the employee shall be placed on leave without pay until the SAP has determined that the employee has successfully completed the required treatment program and releases him/her to return-to-duty. Any leave taken, either paid or unpaid, shall be considered leave taken under the Family and Medical Leave Act (FMLA).

XIII. 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.

Except as specified in this section in the paragraph immediately above, nothing in this section changes the rights of an employee with respect to the County disciplinary and appeal procedures.

XIV. PROPER APPLICATION OF THE POLICY

Sierra County 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.

XV. INFORMATION DISCLOSURE

Laboratory reports or test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder. The reports or test results may be disclosed to County management on a strictly need-to-know basis and to the tested employee upon request.

A log of persons accessing the folder shall be maintained in the folder detailing identity (name and position), specific purpose and date of access. Copies of this log shall be provided to the employee at any time, upon request. No copies of reports shall be made for any purpose other than identified below:

1. when the information is compelled by judicial or administrative process;
2. the information has been placed at issue in a formal dispute between the employer and employee;
3. the information is to be used in administering an employee benefit plan;
4. the information is needed by emergency medical technicians, or medical doctors for the emergency diagnosis or treatment of an employee who is unable to authorize disclosure.

Drug/alcohol testing records shall be maintained by the Sierra County 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.

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 referrals and follow-up testing plans.

Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, Department Supervisor and Human Resources Director on a need to know basis.

Records will be released to a subsequent employer only upon receipt of a written request from the employee.

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. The information will only be released with binding stipulation from the decision maker will make it available only to parties in the proceeding. Records will be released to the National Transportation Safety Board during an accident investigation.

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.

1. Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
2. Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Sierra County or the employee.
3. 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.
4. 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.

XVI. REPORTING

For all drivers and driver-applicants all of the following information will be reported to the Commercial Driver's License Drug and Alcohol Clearinghouse (Clearinghouse):

- A verified positive, adulterated, or substituted drug test result;
- An alcohol confirmation test with a concentration of 0.04 or higher;
- A refusal to submit to a drug or alcohol test;
- An employer's report of actual knowledge, as defined at 49 CFR § 382.107;
- On duty alcohol use pursuant to 49 CFR § 382.205;
- Pre-duty alcohol use pursuant to 49 CFR § 382.207;
- Alcohol use following an accident pursuant to 49 CFR § 382.209;
- Drug use pursuant to 49 CFR § 382.213;
- A SAP's report of the successful completion of the return-to-duty process;
- A negative return-to-duty test; and,
- An employer's report of completion of follow-up testing.

XVII. SYSTEM CONTACTS

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the individual(s) listed below. A current list of individuals assigned to these areas and his/her respective telephone numbers can be obtained through the Human Resources Department.

Sierra County Drug and Alcohol Program Manager

Director of Human Resources (or designee)

P.O. Box 425

Downieville, Ca. 95936

530-289-2879

Attachment A

Safety Sensitive Classifications

Transit safety-sensitive duties include, but are not limited to, any of the duties performed by incumbents of the following classifications:

- A. Bus Driver
- B. Lead Mechanic
- C. Equipment Mechanic I/II
- D. Heavy Equipment Mechanic
- E. Equipment Shop Supervisor

County and DOT safety sensitive duties include, but are not limited to, any of the duties performed by incumbents of the following classifications:

- A. Road Supervisor
- B. Road Superintendent
- C. Road Maintenance Worker I/II/III
- D. Supervising Road Maintenance Worker
- E. Wastewater Service Operator

Additional safety sensitive duties include, but are not limited to, any of the duties performed by incumbents of the following classifications:

- A. Undersheriff
- B. Sheriff Sergeant
- C. Deputy Sheriff
- D. Chief Probation Officer
- E. Senior Probation Officer
- F. Probation Officer
- G. Public Health Nurse
- H. Senior Public Health Nurse
- I. Senior Building Inspector
- J. Building Inspector
- K. Dispatch Jailer
- L. Plant Manager
- M. Social Worker
- N. Social Worker Supervisor
- O. Laborer
- P. Driver
- Q. Custodian

Attachment B

Alcohol Fact Sheet

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical and mood-altering effects, it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

I. Signs and Symptoms of Use

- A. Dulled mental processes.
- B. Lack of coordination.
- C. Odor of alcohol on breath.
- D. Possible constricted pupils.
- E. Sleepy or stuporous condition.
- F. Slowed reaction rate.
- G. Slurred speech.

(Note: Except for the odor, these are general signs and symptoms of any depressant substance.)

II. Health Effects. The chronic consumption of alcohol—average of three (3) servings per day of beer [12 oz.], whiskey [1 oz.], or wine [6 oz.]—over time may result in the following health hazards:

- A. Decreased sexual functioning.
- B. Dependency (up to 10% of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed “alcoholic”).
- C. Fatal liver diseases.
- D. Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma.
- E. Kidney disease.
- F. Pancreatitis.
- G. Spontaneous abortion and neonatal mortality.
- H. Ulcers.
- I. Birth defects (up to 54% of all birth defects are alcohol related).

III. Social Issues

- A. Two-thirds of all homicides are committed by people who drink prior to the crime.
- B. 2% to 3% of the driving population is legally drunk at any one time. This rate is doubled at night and on weekends.
- C. Two-thirds of all Americans will be involved in an alcohol-related vehicle accident during their lifetimes.
- D. The rate of separation and divorce in families with alcohol dependency problems is seven (7) times the average.
- E. 40% of family court cases are alcohol problem related.

- F. Alcoholics are 15 times more likely to commit suicide than are other segments of the population.
- G. More than 60% of burns, 40% of falls, 69% of boating accidents, and 76% of private aircraft accidents are alcohol related.

IV. The Annual Toll

- A. 24,000 people will die on the highway due to the legally impaired driver.
- B. 12,000 more will die on the highway due to the alcohol-affected driver.
- C. 15,800 will die in non-highway accidents.
- D. 30,000 will die due to alcohol-caused liver disease.
- E. 10,000 will die due to alcohol-induced brain disease or suicide.
- F. Up to another 125,000 will die due to alcohol-related conditions or accidents.

V. Workplace Issues

- A. It takes one (1) hour for the average person (150 pounds) to process one (1) serving of an alcoholic beverage from the body.
- B. Impairment in coordination and judgment can be objectively measured with as little as two (2) drinks in the body.
- C. A person who is legally intoxicated is six (6) times more likely to have an accident than a sober person.

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

MEETING DATE: July 21, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Personnel
APPROVING PARTY: Margaret Long, Director
PHONE NUMBER: 530-289-2879

AGENDA ITEM: Second reading and adoption of an ordinance repealing Chapter 3.12 of the Sierra County Code pertaining to Drug and Alcohol Nonuse and Testing.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Ordinance

BACKGROUND INFORMATION: The Alcohol and Drug Free Workplace Policy has been revised and presented as a Resolution.

FUNDING SOURCE: N/A
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

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD _____

DATE _____

**BOARD OF SUPERVISORS
COUNTY OF SIERRA
STATE OF CALIFORNIA**

ORDINANCE NO. _____

**Ordinance of the Sierra County Board of Supervisors Repealing Chapter 3.12 of the Sierra
County Code Pertaining to Drug and Alcohol Nonuse and Testing**

The Board of Supervisors of the County of Sierra does ordain as follows:

Ordinance Section One:

Chapter 3.12 of the Sierra County Code regarding Drug and Alcohol Nonuse and Testing is hereby repealed in its entirety.

Ordinance Section Two:

This ordinance shall take effect thirty (30) days after its passage. Before the expiration of fifteen (15) days after passage of this ordinance, it shall be published once with the names of the members of the Board of Supervisors, voting for and against the ordinance in the Mountain Messenger, a newspaper of general circulation published in the County of Sierra, State of California.

Introduced at a regular meeting of the Board of Supervisors held on the 7th day of July 2020, and passed and adopted by the Board of Supervisors of the County of Sierra, State of California, on the _____ day of _____, 2020, by the following roll call vote, to-wit:

AYES: Supervisor

NOES: Supervisor

ABSTAIN:

ABSENT:

COUNTY OF SIERRA

JIM BEARD,
CHAIRPERSON
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

DAVID PRENTICE
COUNTY COUNSEL

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

MEETING DATE: July 21, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Board of Supervisors
APPROVING PARTY: Heather Foster, Clerk of the Board
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Second reading and adoption of an ordinance amending Section 5.20.020 of the Sierra County Code to increase Sierra County's Transient Occupancy Tax rate from 10 to 12.5 percent, subject to approval of two-thirds of the electors voting on the tax measure at the November 3, 2020 General Election.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: On April 7, 2020 the Board directed staff to begin the process for adding a measure to the November 3, 2020 General Election asking the voters to increase the Transient Occupancy Tax from 10% to 12.5%, which revenues from the 2.5% increase shall be dedicated solely for local fire districts for the purpose of providing emergency medical, fire, or rescue services.

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

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 5.20.020 OF THE SIERRA COUNTY CODE TO INCREASE THE COUNTY'S TRANSIENT OCCUPANCY TAX RATE FROM 10 TO 12.5 PERCENT, SUBJECT TO APPROVAL OF TWO-THIRDS OF THE ELECTORS VOTING ON THE TAX MEASURE AT THE NOVEMBER 3, 2020 GENERAL ELECTION

THE BOARD OF SUPERVISORS OF THE COUNTY OF SIERRA ORDAINS as follows:

Ordinance Section One:

Section 5.20.020 of the Sierra County Code is amended to read:

- For the privilege of occupying a lodging within the unincorporated areas of the county, each transient shall pay a tax in the amount of **12.5** percent of the rent charged. This tax constitutes a debt owed by the transient to Sierra County, and that debt can be satisfied only by payment in full to the operator or to Sierra County. Upon payment of the tax to the operator, the tax constitutes a debt owned by the operator to Sierra County.

The 12.5 percent tax will be allocated as follows:

- ***10 percent is a general purpose tax, the revenues of which may be used for any lawful municipal purpose***
- ***2.5 percent is a special purpose tax, the revenues of which are dedicated solely for the Downieville Fire Protection District, Sierra City Fire District, Pliocene Ridge Community Services District, and the Sierra County Fire Protection District No. 1 for the purpose of providing emergency medical, fire or rescue services. Each district shall receive the 2.5 percent of tax collected within their respective districts annually from Sierra County.***

Ordinance Section Two:

This ordinance is adopted pursuant to the Revenue and Taxation code section 7280.

Ordinance Section Three:

This ordinance shall not become operative unless and until two-thirds of the electors voting on this ordinance approve the imposition of the tax at the General Election to be held on November 3, 2020.

Ordinance Section Four:

This ordinance relates to the levying and collecting of the County transient occupancy tax (“TOT”) and shall take effect only if approved by two-thirds of the voters voting on the measure at the November 3, 2020 General Election, and if approved, shall become effective July 1, 2021.

Ordinance Section Five:

This ordinance shall take effect thirty (30) days after its passage. Before the expiration of fifteen (15) days after passage of this ordinance, it shall be published once with the names of the members of the Board of Supervisors, voting for and against the ordinance in the Mountain Messenger, a newspaper of general circulation published in the County of Sierra, State of California.

Introduced at a regular meeting of the Board of Supervisors held on the 7th day of July, 2020, and passed and adopted by the Board of Supervisors of the County of Sierra, State of California, on the ____ day of _____, 2020, by the following roll call vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

JIM BEARD
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

DAVID PRENTICE
COUNTY COUNSEL

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

MEETING DATE: July 21, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Board of Supervisors
APPROVING PARTY: Heather Foster, Clerk of the Board
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Resolution ordering an election for the submission to the voters an increase in the Sierra County Transient Occupancy Tax from 10% to 12.5% at the next regularly scheduled election to be held on November 3, 2020 - Presidential General Election.

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

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**RESOLUTION ORDERING AN ELECTION FOR
THE SUBMISSION TO THE VOTERS OF
SIERRA COUNTY ORDINANCE NO.
AT THE NEXT REGULARLY
SCHEDULED COUNTY ELECTION TO BE HELD ON
NOVEMBER 3, 2020 – PRESIDENTIAL GENERAL ELECTION**

RESOLUTION NO. _____

WHEREAS, on July 21, 2020 Sierra County Board of Supervisors adopted Ordinance No. _____ levying an increase in the Transient Occupancy Tax from 10 percent to 12.5 percent pursuant to Revenue and Taxation Code Section 7280; and

WHEREAS, the 2.5 percent increase in transient occupancy tax proposed for enactment by Ordinance No. ____ shall be enacted solely to raise revenue for the purposes of providing emergency medical, fire and rescue services by the fire districts within Sierra County and shall constitute a “special tax”; and

WHEREAS, the voters of the State of California amended the state constitution, adding Article XIII C, which requires that all new or increased special taxes be submitted to the voters prior to becoming effective; and

WHEREAS, said increase in Transient Occupancy Tax is subject to voter approval requirement and may not be imposed until two-thirds of the electors voting on the ordinance approve the imposition of the tax at the General Election to be held on November 3, 2020; and

WHEREAS, the operative date for the increase to the Transient Occupancy Tax, if approved by two-thirds vote of the voter voters, shall be July 1, 2021; and

NOW, THEREFORE, BE IT RESOLVED by the Sierra County Board of Supervisors that:

1. The Board of Supervisors hereby orders the submission of Sierra County Ordinance No. _____ to the voters at the next regularly scheduled county election to be held in and for the County of Sierra on Tuesday, November 3, 2020.
2. Pursuant to Elections Code sections 9140 and 13120, the Board of Supervisors hereby submits to the voters of the County of Sierra, the following Measure:

“Shall the Ordinance No. ____ amending the Sierra County Code to increase the Transient Occupancy Tax rate from 10% to 12.5%, effective July 1, 2021, for the privilege of occupying a lodging (as defined in section 5.20.010) within the unincorporated areas of Sierra County, which revenues from the 2.5% increase shall be dedicated solely for the purpose of providing emergency medical, fire or rescue services by the fire districts within Sierra County, be adopted?”

Yes _____
No _____

4. The Measure shall pass only if two-thirds of the votes cast by the voters voting on the Measure are “yes” votes. In the event two-thirds of the electors voting on the Measure vote in favor thereof, the Sierra County Code shall be amended to read as set forth in Exhibit “A” attached hereto and incorporated herein and, pursuant to Elections Code section 9122, shall become effective ten (10) days after the date the vote is declared by the Board of Supervisors, but the operative date for the increase to the Transient Occupancy Tax shall be July 1, 2021.
5. The Sierra County Clerk as the Ex-officio Registrar of Voters is hereby directed to prepare and conduct all functions for the election and canvass the returns of the election as set forth in the Elections Code, and to do all things required by law to present the proposed Measure to the electorate, including but not limited to, preparing and publishing all required postings, notices and filings.
6. Pursuant to Elections Code section 9160(b), the Board of Supervisors hereby directs County Counsel to prepare an impartial analysis of the proposed Measure. Arguments for and against the Measure may be filed and published consistent with Elections Code section 9162, et seq.

PASSED AND ADOPTED by the Board of Supervisors of the County of Sierra at a regular meeting of said Board held on the _____ day of _____, 2020, by the following vote of said Board:

AYES:
NOES:
ABSENT:
ABSTAIN:

COUNTY OF SIERRA

JIM BEARD, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK TO THE BOARD

DAVID PRENTICE
COUNTY COUNSEL

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

MEETING DATE: K ly 21 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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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?

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 _____

Tim Beals

From: Tim Beals
Sent: Wednesday, July 8, 2020 3:57 PM
To: BOS
Cc: Heather Foster; David Prentice; Amanda Uhrhammer; Vickie Clark; Bryan Davey
Subject: FW: Attached Image
Attachments: 3219_001.pdf

Please find attached a brief chronology of the actions taken by the Board of Supervisors regarding "special events" during the COVID 19 issues. On April 16 the Board discussed special events and directed suspension of permits based on County Health Officer orders and the State orders regarding COVID 19. There was direction to re-evaluate this position at the June 2 Board meeting and the direction given at the June 2 meeting was to continue the suspension of special event permits until July 7.

So where we currently sit is that the matter was not on the Board agenda for July 7 and we have at least one and likely two special events that are scheduled in the near future and for which permit applications are ready for submission to the County by the event organizers. The first is proposed for July 24 and 25 and it is the annual "bike agony ride" in Sierra Valley. A second bike event in Sierra Valley is also being planned and the name or the event organizer escapes me at the moment. So with the next Board meeting being July 21, there is no way to coordinate this planned "bike agony ride" event for July 24 and 25 having the applicant not know until July 21 whether or not he will be successful in obtaining a permit. The organizer of the July 24 and 25 event states that he has an approved plan from the County Health Department (or it is close to being approved) so the risk associated with this event seems manageable. I can read the Board's determination two ways as written on the ROP form attached for the June 2 meeting. Either the suspension expires as of July 7 and we are now able to accept and issue event permits so long as their plan has been approved by the County Health Department OR it can be interpreted that no permit applications will be considered until the Board determines if it intends to allow special events subsequent to July 7. Looking at the brief history I have provided, it seems as though the intent of the June 2 direction was to continue suspending permits until the Board determines otherwise.

My recommendation would have been to approve the proposed agony ride event but I am unclear as to how to resolve this conflict. One option is for me to issue the permit since Sierra County is "reopening" according to guidance issued by the County Health Officer....a second option is to have a special Board meeting for this specific purpose to address the requested permit....a third option may be the formation of a single purpose ad hoc committee to be involved in the issuance or rejection of the requested permit until this matter can be addressed by the full Board. Not sure which way to turn here so any recollection of the discussion of June 2 might be instructive. I hope to listen to the recording of the meeting tomorrow. If you have thoughts, please let me know. Thanks.

Tim

April 16, 2020

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.

April 16, 2020

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.

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

MEETING DATE: June 2, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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8.A.

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

AGENDA ITEM: Discussion and direction with regard to issuing permits for special events permitted or planned for Sierra County.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: At the meeting of April 16, 2020 the Board of Supervisors directed the suspension of issuing permits for special events until June 1, 2020 in light of the pandemic. Further discussion/direction is indicated.

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

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input checked="" type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input checked="" type="checkbox"/> Direction to: <u>staff</u> <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: <input checked="" type="checkbox"/> Ayes: <u>5/0</u> Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:
Continue the suspension of issuing encroachment permits for special events to July 7, 2020.

Deborah Foster
CLERK TO THE BOARD

JUN 02 2020
DATE

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

MEETING DATE: July 21, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Public Works and Transportation
APPROVING PARTY: Tim H. Beals, Director
PHONE NUMBER: 530-289-3201

AGENDA ITEM: Resolution adopting findings and authorizing appointment of retired annuitant to a temporary position.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: Due to the difficulty in filling extra help positions for the solid waste transfer stations it is necessary to have an employee in place to substitute at the west county transfer stations. Assistance to maintain existing and projected workload. The retired annuitant qualifies to be hired for this position without endangering CalPers retirement as demonstrated in attached resolution.

FUNDING SOURCE: Solid Waste (041)
GENERAL FUND IMPACT: General Fund Impact
OTHER FUND:
AMOUNT: \$296/week (based on 16 hour week) on as needed basis 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

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**RESOLUTION/FINDINGS AUTHORIZING APPOINTMENT OF RETIRED
ANNUITANT TO TEMPORARY POSITION**

RESOLUTION 2020- _____

WHEREAS, the Department of Public Works & Transportation is in need of a temporary employee to do work requiring special skills for a limited duration due to extreme difficulty in recruiting extra help employees; and

WHEREAS, the Department desires to retain the services of a qualified retired annuitant of a limited duration to substitute for solid waste laborers at the western county transfer stations as needed; and,

WHEREAS, the Sierra County Board of Supervisors is aware of and wishes to adhere to regulations promulgated by the California Public Employee Retirement System (CalPERS) regarding the hiring of retired annuitants; and

WHEREAS, the Sierra County Board of Supervisors has adopted Resolution 2012-021 Establishing Policy with regard to temporary employment of CalPERS Retirees; and

WHEREAS, Resolution 2012-021 establishes that the Board of Supervisors must approved the appointment of CalPERS retirees upon appropriate findings.

FINDINGS

Government Code section 7522.56, 21224 provides for the employment of a CalPERS annuitant by a member agency without reinstatement from retirement or the loss or interruption of benefits under the following conditions:

1. The annuitant is a person with special skills in that he worked as a laborer for the Road Department for many years and is familiar with the solid waste system and how it functions.
2. The annuitant will work for limited duration.
3. The annuitant has been retired from employment for a minimum of 180 days.
4. The annuitant shall not be employed in excess of 960 hours in a fiscal year and is not paid less than or in excess of existing pay levels for the position filled.
5. The Sierra County Board of Supervisors finds that the proposed appointee, David O'Donnell, satisfies the requirements and limitations of Government Code section 21224(a).

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors appoints

David O'Donnell to the position of Laborer, Step A for Solid Waste, for a period not to exceed 960 hours and beginning immediately upon approval of Department Manager and Personnel Director.

BE IT FURTHER RESOLVED that the Board of Supervisors intends the position to comply with all the CalPERS requirements for employing a CalPERS retired annuitant as stated above.

ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 21st day of July, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

COUNTY OF SIERRA

JAMES BEARD, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

DAVID PRENTICE
COUNTY COUNSEL

California Government Code

7522.56.

(a) This section shall apply to any person who is receiving a pension benefit from a public retirement system and shall supersede any other provision in conflict with this section.

(b) A retired person shall not serve, be employed by, or be employed through a contract directly by, a public employer in the same public retirement system from which the retiree receives the benefit without reinstatement from retirement, except as permitted by this section.

(c) A person who retires from a public employer may serve without reinstatement from retirement or loss or interruption of benefits provided by the retirement system upon appointment by the appointing power of a public employer either during an emergency to prevent stoppage of public business or because the retired person has skills needed to perform work of limited duration.

(d) Appointments of the person authorized under this section shall not exceed a total for all employers in that public retirement system of 960 hours or other equivalent limit, in a calendar or fiscal year, depending on the administrator of the system. The rate of pay for the employment shall not be less than the minimum, nor exceed the maximum, paid by the employer to other employees performing comparable duties, divided by 173.333 to equal an hourly rate. A retired person whose employment without reinstatement is authorized by this section shall acquire no service credit or retirement rights under this section with respect to the employment unless he or she reinstates from retirement.

(e) (1) Notwithstanding subdivision (c), any retired person shall not be eligible to serve or be employed by a public employer if, during the 12-month period prior to an appointment described in this section, the retired person received any unemployment insurance compensation arising out of prior employment subject to this section with a public employer. A retiree shall certify in writing to the employer upon accepting an offer of employment that he or she is in compliance with this requirement.

(2) A retired person who accepts an appointment after receiving unemployment insurance compensation as described in this subdivision shall terminate that employment on the last day of the current pay period and shall not be eligible for reappointment subject to this section for a period of 12 months following the last day of employment.

(f) A retired person shall not be eligible to be employed pursuant to this section for a period of 180 days following the date of retirement unless he or she meets one of the following conditions:

(1) The employer certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days have passed and the appointment has been approved by the governing body of the employer in a public meeting. The appointment may not be placed on a consent calendar.

(2) (A) Except as otherwise provided in this paragraph, for state employees, the state employer certifies the nature of the employment and that the appointment is necessary to fill a critically needed state employment position before 180 days have passed and the appointment has been approved by the Department of Human

Resources. The department may establish a process to delegate appointing authority to individual state agencies, but shall audit the process to determine if abuses of the system occur. If necessary, the department may assume an agency's appointing authority for retired workers and may charge the department an appropriate amount for administering that authority.

(B) For legislative employees, the Senate Committee on Rules or the Assembly Rules Committee certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days have passed and approves the appointment in a public meeting. The appointment may not be placed on a consent calendar.

(C) For employees of the California State University, the Trustees of the California State University certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days have passed and approves the appointment in a public meeting. The appointment may not be placed on a consent calendar.

(3) The retiree is eligible to participate in the Faculty Early Retirement Program pursuant to a collective bargaining agreement with the California State University that existed prior to January 1, 2013, or has been included in subsequent agreements.

(4) The retiree is a public safety officer or firefighter hired to perform a function or functions regularly performed by a public safety officer or firefighter.

(g) A retired person who accepted a retirement incentive upon retirement shall not be eligible to be employed pursuant to this section for a period of 180 days following the date of retirement and subdivision (f) shall not apply.

(h) This section shall not apply to a person who is retired from the State Teachers' Retirement System, and who is subject to Section 24214, 24214.5, or 26812 of the Education Code.

(i) This section shall not apply to (1) a subordinate judicial officer whose position, upon retirement, is converted to a judgeship pursuant to Section 69615, and he or she returns to work in the converted position, and the employer is a trial court, or (2) a retiree of the Judges' Retirement System or the Judges' Retirement System II who is assigned to serve in a court pursuant to Section 68543.5.

(Amended by Stats. 2014, Ch. 238, Sec. 1. (AB 2476) Effective January 1, 2015.)

21224.

(a) A retired person may serve without reinstatement from retirement or loss or interruption of benefits provided by this system upon appointment by the appointing power of a state agency or public agency employer either during an emergency to prevent stoppage of public business or because the retired person has specialized skills needed in performing work of limited duration. These appointments shall not exceed a combined total of 960 hours for all employers each fiscal year. The compensation for the appointment shall not exceed the maximum monthly base salary paid to other employees performing comparable duties as listed on a publicly available pay schedule divided by 173.333 to equal an hourly rate. A retired person appointed pursuant to this section shall not receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation

in addition to the hourly pay rate. A retired annuitant appointed pursuant to this section shall not work more than 960 hours each fiscal year regardless of whether he or she works for one or more employers.

(b) (1) This section shall not apply to any retired person otherwise eligible if during the 12-month period prior to an appointment described in this section the retired person received any unemployment insurance compensation arising out of prior employment subject to this section with the same employer.

(2) A retired person who accepts an appointment after receiving unemployment insurance compensation as described in this subdivision shall terminate that employment on the last day of the current pay period and shall not be eligible for reappointment subject to this section for a period of 12 months following the last day of employment. The retired person shall not be subject to Section 21202 or subdivision (b) of Section 21220.

(Amended by Stats. 2012, Ch. 41, Sec. 14. (SB 1021) Effective June 27, 2012.)

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

MEETING DATE: July 21, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Public Works & Transportation
APPROVING PARTY: Tim H. Beals, Director
PHONE NUMBER: 530-289-3251

AGENDA ITEM: Resolution rescinding Resolution 2019-120 and updating solid waste transfer station gate fees in light of the updated per cubic yard fee.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: This resolution is being amended to reflect the new solid waste fee of \$18.38 per cubic yard established with Resolution 2020-075.

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

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

**BOARD OF SUPERVISORS
COUNTY OF SIERRA, STATE OF CALIFORNIA**

**TRANSFER STATION GATE FEES
FOR CONSTRUCTION WASTE, DEMOLITION WASTE,
AND OTHER SPECIAL WASTE ITEMS**

RESOLUTION NO. 2020-_____

WHEREAS, Section 8.05.040 authorizes amendments of fees by resolution and the operative resolution for gate fees and construction wastes is found in County Resolution 2019-120; and,

WHEREAS, the Board of Supervisors has determined that the Solid Waste fee shall be in effect until such time as the solid waste fee per loose (un-compacted) cubic yard shall change; and,

WHEREAS, any construction demolition or waste at a transfer station shall be limited to 3 cubic yards per week per property that can be deposited in any County transfer station for waste associated with any issued building permit; for any violation with or without a building permit that is being abated; or any permitted or non-permitted demolition or construction waste; and,

WHEREAS, any person proposing to conduct cleaning of property or structures, including but not limited to cleaning out of a residence, garage, accessory structure, commercial building, or open land or yard area, located on any parcel shall be limited to 3 cubic yards per week per property that can be deposited in any County transfer station; and,

WHEREAS, Contractors/Registered Haulers disposing of waste are assessed an additional handling fee and must pay this additional fee in lieu of mandatory commercial and business waste bin requirements. This additional handling fee is to be paid at all Sierra County Transfer Stations.

NOW THEREFORE; BE IS RESOLVED, the Sierra County Board of Supervisors does hereby rescind County Resolution 2019-120 and adopts the following policy and schedule of fees:

Maximum Waste Allowed Per Parcel-Per Week at all County Transfer Stations

All waste categories except for clean green wastes	3 cubic yards
Green clean wastes (no commercial truck loads)	No Quantity Restriction

Construction Waste

Waste from construction, with a valid building permit or for construction where no building permit is required	\$18.38/cu yard
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Waste from any demolition of any structure or use located on a parcel, with a valid building permit or other demolition for which a building permit is not otherwise required	\$18.38/cu yard
---	-----------------

Contractor/Registered Hauler Waste (Require Solid Waste Hauling Exemption)

Waste from contractors/registered haulers deposited at the Sierra County Transfer Stations from construction and/or demolition for which a County building permit was not required (including but not limited to fixtures, electrical, flooring and carpet, insulation, roofing materials, wood demolition, plumbing materials, mechanical material including wood stoves, and any similar building materials or demolition) limited to maximum quantities as allowed herein is \$18.38 + \$2.00 Handling Fee	\$18.38/cu yard
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Waste from contractors/registered haulers deposited at the Sierra County
Transfer Stations for which a County building permit was issued and person
depositing is making use of issued building permit "Solid Waste Card" is
limited to the 3 cubic yard maximum quantity as described herein.

Other Special Waste Items

Refrigerator or compressor/refrigerant-containing units not accompanied with evidence of a certificate of freon removal.	\$42.00 ea.
Refrigerator or compressor/refrigerant-containing units accompanied with evidence of certified freon/refrigerant free	\$17.00 ea.
Tires:	
Passenger tire w/o rim	\$5.00
Passenger tire with rim	\$10.00
Light truck tire w/o rim	\$9.50
Light truck tire with rim	\$14.50
Large truck tire (greater than 20")	\$24.00
Large truck tire (greater than 20") with rim	\$29.00
Heavy equipment tires:	
Loader, backhoe, grader, etc. w/o rim	\$55.00
Loader, backhoe, grader, etc. with rim	\$60.00
Vehicles: Accepted at Loyalton Transfer Station Only, Drained of All Fluids	
Standard vehicle or light truck	\$90.00
Large truck or heavy equipment	\$125.00
Vehicles or Attachments Not Accepted at any County Transfer Stations:	
Travel Trailer or like item (ie fifth wheel)	
Mobilehome	
Camper-camper shell	
Utility trailer	
Green Wastes (Clean and not mixed with rock and dirt)	No Charge
Waste Not Accepted at any Transfer Station:	
Stumps	
Concrete or asphalt demolition	
Rock, dirt, or manure	
Medical wastes	
Animal Carcasses	
Out-of-County waste including loose household or construction waste @ 4 x \$18.38/cu yard	\$73.52 cu/yard
All special waste is charged @ 4x the in-County rate	
Non-Residential and Mixed Use Commercial Businesses	
White goods (washer, dryer)	\$16.00 ea.
White goods with freon (freezer, refrigerator, etc.)	\$42.00 ea.
White goods without freon (freezer, refrigerator, etc.) (Certification Required) <u>Accepted only with door removed</u>	\$16.00 ea.
Large appliances (non-white goods, i.e. woodstoves, heaters)	\$17.00 ea.
Mattress/box spring (per piece) (unless recyclable)	\$17.00 ea.
Any item too large to fit into a 2-yard bin	\$13.38 cu/yard

ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 21st day of July, 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

JAMES BEARD
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

DAVID PRENTICE
COUNTY COUNSEL

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

MEETING DATE: July 21, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
---------------------------------------	---

DEPARTMENT: Public Works & Transportation
APPROVING PARTY: Tim H. Beals, Director
PHONE NUMBER: 530-289-3251

AGENDA ITEM: Resolution amending Resolution 2016-094, approving solid waste assessment fees for building permits.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: This resolution is being amended to reflect the new solid waste fee of \$18.38 per cubic yard established with Resolution 2020-075.

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

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

Resolution No. _____
(Amendment to Resolution No. 2003-218, 2004-112, 2005-088,
2005-097, 2006-131, 2008-147, 2013-097, 2015-097, 2016-094)

**BOARD OF SUPERVISORS
COUNTY OF SIERRA, STATE OF CALIFORNIA**

**AMENDMENT OF SOLID
WASTE BUILDING PERMIT FEES
ESTABLISHED BY ORDINANCENO. 942**

WHEREAS, The Board of Supervisors adopted Ordinance No. 942 setting the Solid Waste Fee for Building Permits on May 20, 2003; and

WHEREAS, said Ordinance provided for the change in the fees based on the annually adopted Solid Waste fee; and

WHEREAS: Any construction demolition or waste at a transfer station shall be limited to 2 yards per week for any issued building permit or any non-permitted demolition or construction waste.

WHEREAS, the Board of Supervisors has determined that the Solid Waste fee for fiscal year 2020-21 is \$18.38 per loose (un-compacted) cubic yard;

WHEREAS, the Board of Supervisors has determined that the Solid Waste fee shall be in effect until such time as the solid waste fee per loose (un-compacted) cubic yard shall change;

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors adopt the following schedule;

	LOOSE CUBIC YARDS GENERATED	COST AT \$18.38 PER LOOSE CUBIC YARD
ACTIVITIES SUBJECT TO COUNTY CONSTRUCTION PERMITS		
Construction of Residence:		
a. Up to 600 square feet	7.5	\$137.85
b. 601 to 1200 square feet	15.0	\$275.70
c. 1201 to 1800 square feet	22.5	\$413.55
d. 1801 to 2400 square feet	30.0	\$551.40
e. 2401 to 3000 square feet	37.5	\$689.25
f. 3001 to 3600 square feet	45.0	\$827.10
Construction of Modular Homes	3.0	\$55.14
Construction of Garage/Carport	3.0	\$55.14
Construction of Light Commercial:		
a. Up to 600 square feet	7.5	\$137.85
b. 601 to 1200 square feet	15.0	\$275.70
c. 1201 to 1800 square feet	22.5	\$413.55
d. 1801 to 2400 square feet	30.0	\$551.40

e. 2401 to 3000 square feet	37.5	\$689.25
Construction of Multi-Residential	30.0	\$551.40/unit
Construction of Industrial Complex	as per bldg. plans	\$18.38/loose cubic yard
Miscellaneous Construction and or/Demo	as per bldg. plans	\$18.38/loose cubic yard
a. Small Project	.50	\$9.19
b. Extra Small Project	.25	\$4.60
Construction of Building Addition	3.0	\$55.14
Construction of Furnace or		
Air Conditioning/Mechanical Unit	.25	\$4.16
Construction of Miscellaneous Plumbing or Electrical Improvements		
a. Extra Small	.25	\$4.16
b. Small	.50	\$9.19
c. All Other	1.0	\$18.38
Construction of Remodeling:		
a. Extra Small Remodeling Project	.50	\$9.19
b. Small Remodeling Project	1.0	\$18.38
c. All Other Remodeling Projects		
without Demolition	3.0	\$55.14

This cost/fee shall adjust periodically to the fee per loose cubic yard set by the Board of Supervisors pursuant to Section 8.04.420.

BE IT FURTHER RESOLVED: a property owner of land for which any building permit has been issued shall receive upon payment of said fees a coupon to be taken to designated disposal stations and shall be required to pay the difference for solid waste above the pre-paid amount of the coupon. Any construction demolition or waste deposited at a transfer station shall be limited to 2 yards per week for any issued building permit or any non-permitted demolition or construction waste.

BE IT FURTHER RESOLVED: Contractors/Registered Haulers disposing of waste are assessed an additional handling fee and must pay this additional fee in lieu of mandatory commercial and business waste bin requirements. This additional handling fee is to be paid at all Sierra County Transfer Stations.

Contractor/Registered Hauler Waste (Require Solid Waste Hauling Exemption)

Waste from Contractors/Registered Haulers deposited at the Loyalton Landfill and Transfer Stations without Building Permit – \$18.38 + \$2.00 Handling Fee \$20.38/cu yard

Waste from Contractors/Registered Haulers deposited at the Transfer Stations with Homeowners Solid Waste Cards + \$2.00 Handling Fee Per cu yard - Card + Additional \$2.00/cu yard

Waste from Contractors/Registered Haulers deposited at the Transfer Stations. (All applicable Fees + \$2.00 Handling Fee per CY) \$2.00/cu yard

Exemptions

8.05.020 Exemptions

Parcels within the following described tax rate areas or which are identified below, are determined to be properties as to which no services are provided and no fee imposed and accordingly exempt from the solid waste system improved solid waste fees levied pursuant to Section 8.05.010:

REFUSE GENERATION FACTOR

IN
RESIDENTIAL EQUIVALENT

Tax Rate Area 052-008 North & West of Canyon Creek	0
Tax Rate Area 052-015	0
Tax Rate Area 052-026	0
Tax Rate Area 052-035	0
Tax Rate Area 000-511	0
All real property located East of Township 21 North, Range 17 East Sections 2, 11, 14, 23, 26, 35	

Assessor's Parcel Number 023-070-011-0
(Ord. 1022, eff. 7/15/10, prior 958, 935, 918, 908)

ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 21st day of July, 2020 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

JAMES BEARD
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

DAVID PRENTICE
COUNTY COUNSEL

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

MEETING DATE: July 21, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Public Works and Transportation
APPROVING PARTY: Tim H. Beals, Director
PHONE NUMBER: 530-289-3201

AGENDA ITEM: Consideration of request from LegendEraLLC for an exception to Term and Condition (2)(B) of Sierra County Resolution 87-062 regarding hours of operation related to transportation permits for Restricted County Highways.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Transportation permit application, Traffic Control Plan which includes request for exception.

BACKGROUND INFORMATION: Resolution 87-062 which is specific to trucking operations requires a transportation permit for vehicles over 7 tons on restricted county highways. Hours of operation under this this resolution are 7 a.m. to 7 pm Monday through Saturday. LegendEra LLC is requesting an exception to allow travel of unladen trucks to the jobsite commencing at 5:30 am in order to accommodate log haul beginning at 7:00 a.m. As the request is limited to unladen trucks heading into the jobsite and the actual log haul will fall within the allowed hours, it is recommended that the Board authorize issuance of the transportation permit.

FUNDING SOURCE: Applicant
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$75.00 annual transportation permit fee N/A

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

_____ CLERK TO THE BOARD	_____ DATE
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BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

IN THE MATTER OF)
ROADS AND)
VEHICLES)

RESOLUTION NO. 87-062

RECITALS:

- 1) Sierra County Code, Section 11.20.060 designates restricted County highways and provides authority for the imposition of terms and conditions with respect to Transportation Permits issued by the County Director of Public Works for application on designated, restricted County highways.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors declares as follows:

- 1) Section One: Sierra County Resolution 80-63 is rescinded.
- 2) Section Two: The following terms and conditions shall be required and imposed by the County Director of Public Works in the issuance of all Transportation Permits for those designated restricted County highways:
 - A) Maximum of Twenty (20) round trips per day.
 - B) Hours of operation to be 7:00 AM to 7:00 PM Monday through Saturday. Hauling on Sunday prohibited.
 - C) Maximum speed 10 MPH in restricted zone. Speed will be 5 MPH during School periods.

School periods include normal time for home to school, lunch and School to home movements.
 - D) Permittee will post and maintain signs along the restricted Road warning of trucking operations. Notice and signing will be established at least seven (7) days prior to commencement of hauling operations.
 - E) Require, for operations involving more than one vehicle, that Permittee provide controls of the permitted vehicles such that these vehicles will not meet on the restricted roads and will be spaced such that the intervals between permitted vehicles traveling in the same direction will allow for a reasonable and safe flow of local traffic. Radio equipped vehicles would provide this type of traffic control.
- 3) Section Three: The applicant for a Transportation Permit under this policy, or his designated representative, may request an exception to the terms and conditions imposed in the issuance of a Transportation Permit for designated, restricted County highways. This request must be made in writing to the Board of Supervisors setting forth reasons for the requested exception and the Board of Supervisors shall set the matter for public hearing. The Board of Supervisors may grant, deny, or modify the request for exception upon conclusion of the public hearing on the matter.

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RESOLUTION NO. 87-062, PAGE TWO

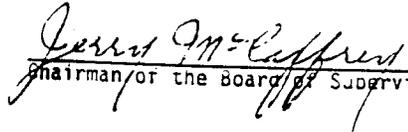
Adopted by the Board of Supervisors of the County of Sierra on the
21st day of July, 1987 by the following vote:

AYES: Supervisors Lewis, Marin, McCaffrey, and McHenry

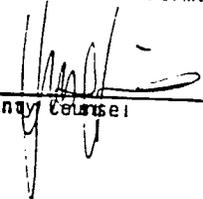
NOES: Supervisor Hayes

ABSTAINED: None

ABSENT: None

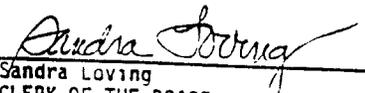

Chairman of the Board of Supervisors

Approved As To Form:


County Counsel

ATTEST:

(Seal)


Sandra Loving
CLERK OF THE BOARD

LegendEra, LLC

111 Bank Street #225
Grass Valley, CA 95945
Phone: (530) 559-1243
Ronhutch22@hotmail.com

July 8, 2020

**Honorable Board of Supervisors
Sierra County
P.O. Drawer D
Downieville, CA 95936**

RE: Transportation Permit for Main Street (S-500) Downieville

Dear Honorable Board

We will be applying to the Department of Transportation Permit Sierra County Code, Section 11.20.060 as required for a for a timber operation located approximately 5 miles northeast of Downieville on Lavezzola Road within Sections 32 & 33 of T21N, R11E MDB&M. A general location map is included. This timber harvest/fuels management project involves the removal of approximately 3,000 MBF of timber and is anticipated to be done over 3-4 months.

Details of the permit and a traffic control plan are attached. On behalf of LegendEra, LLC I am requesting an exception to the terms and conditions imposed by Sierra County Resolution 87-062 (B)(2) which restricts hours of operations to be 7:00 AM to 7:00 PM. Further details of the request for exception and additional traffic control details are included in the attached EXHIBIT B. I have also attached the Sierra County Transportation permit.

Thank you for your time and if you have any questions, please contact me at any of the outlets listed above. I look forward to hearing from you and would be willing to join any of your meetings to answer questions as well.

Sincerely,

Sincerely,



Ronald S. Hutchinson
RPF # 2952



SIERRA COUNTY DEPARTMENT OF TRANSPORTATION
 P.O. BOX 98 DOWNIEVILLE, CALIFORNIA 95936
 OFFICE: (530) 289-3201 FAX: (530) 289-2828

TRANSPORTATION PERMIT

IN COMPLIANCE WITH YOUR REQUEST AND SUBJECT TO ALL THE TERMS, CONDITIONS AND RESTRICTIONS WRITTEN BELOW AND IN THE ACCOMPANIMENTS, PERMISSION IS HEREBY GRANTED TO:

NAME: **LegendEra, LLC**
 ADDRESS: **111 Bank Street #225 Grass Valley, CA 95945**

OFFICE PHONE #: **530-559-1243** FAX #: _____ EMAIL: **ronhutch22@hotmail.com**

(SHOW DESCRIPTION OF THE LOAD OR EQUIPMENT AND MODEL NO- INCLUDING DIMENSIONS OF LOAD)
 AUTHORIZATION IS GRANTED FOR THE FOLLOWING: HAUL DRIVE TOW

Log Trucks - loaded and empty. Used for transport of raw materials from jobsite to the mill

Truck and Low Bed Equipment Trailer - For use to transport project equipment to and from jobsite.

10 Wheel/Truck and Transfer - May be used to transport material to the jobsite.

DESCRIPTION OF HAULING EQUIPMENT: **Below dimensions are for low bed equipment trailer which is the largest subject vehicle**

UNLOADED DIMENSIONS: VEHICLE WIDTH: **<12'** KINGPIN TO LAST AXLE: **42'** COMBINED VEHICLE LENGTH: **75'**

AXLE NUMBER	1	2	3	4	5	6	7	8	9
NUMBER OF TIRES	2	4	4	8	8				
DISTANCE BETWEEN AXLES	212"	56"	448"	78"					
WIDTH OF AXLES AT TIRE SIDEWALL	96"	96"	96"	120"	120"				
MAX ALLOWABLE WEIGHT	120,000lbs								

LOADED DIMENSIONS GREATER THAN THOSE SHOWN BELOW OR WIGHTS EXCEEDING THOSE SHOWN ABOVE ARE NOT AUTHORIZED

LOADED HEIGHT: **14'** LOADED WIDTH: **12'** LOADED OVERALL LENGTH: **75'** LOADED OVERHANG: **2.5'**

AUTHORIZED ROAD/STREETS/HIGHWAYS * INDICATES THAT OTHER AGENCY PERMITS ARE REQUIRED **VALID FOR COUNTY PORTIONS ONLY**

S-500 Main Street Downieville

REQUESTED ROUTE: **Main Street Downieville is the singe alternative.**

PILOT CAR: YES NO

SPECIAL REQUIREMENTS: **See Attached EXHIBIT B (Traffic Control Plan)**

CASH, CHARGE, OR EXEMPT INFORMATION: _____ APPLICANT SIGNATURE:  DATE: **7/8/2020**

FEE: \$ _____ NUMBER OF TRIPS: **650** AUTHORIZED AGENT: _____ DATE: _____

PERMIT VALID:
 FROM: _____
 TO: _____
MOVEMENT AUTHORIZED
 SEE PERMIT CONDITIONS
 NO NIGHT TRAVEL

PERMIT NUMBER
 THIS IS NOT VALID WITHOUT THE FOLLOWING ATTACHMENTS:
 PERMIT CONDITION
 PILOT CAR REQUIREMENTS
 LIMITED PERMIT CONDITIONS
 Exhibit B _____

EXHIBIT B

LegendEra LLC Traffic Control Plan Main Street (S-500) Downieville.

Sierra County Code, Section 11.20.060 designates restricted county roads and provides authority for the imposition of terms and conditions with respect to transportation permits issued by the County Director of Transportation or County Director of Public Works for application on designated, restricted county roads.

LegendEra LLC will be implementing a timber harvest/fuels management project located approximately 5 miles northeast of Downieville on Lavezzola Road within Sections 32 & 33 of T21N, R11E MDB&M. The project will require raw materials of logs to be hauled through Main Street in Downieville to Hwy 49 and then on to Quincy, Lincoln, Oroville, Sacramento, Marysville or Grass Valley.

The following traffic control plan shall provide for the furnishing, installation, and maintenance all temporary traffic conditions and controls (TCC), which provide the user with adequate warning of hazardous or potentially hazardous conditions, associated with the project's operations. The following are specific TCC that will be implemented during all phases of operations for log hauling through the restricted area (Main Street Downieville).

Traffic Control Plan

On behalf of LegendEra LLC, I am requesting an exception to the terms and conditions of Sierra County Resolution 87-06, specifically Terms and Condition (2) (B) which restricts hours of operations from 7:00 AM to 7:00 PM. The following exceptions are requested:

1. Travel of unladen log trucks to the jobsite commencing at 5:30 AM in order to accommodate log hauling beginning at 7:00AM.
2. Log trucks are legal in accordance with the Streets and Highways Code and an unladen log truck traveling in the Restricted Road would be similar to other diesel truck or equipment not restricted by the code in terms of noise.
3. Allowing the unladen trucks to enter to job site early will prevent heavy truck traffic in the 7:00 AM hour and will allow for better spacing of truck traffic throughout the business day.

The following items are additional mitigation measures that are included as part of the TCC that are intended to provide for additional safety and warning measures.

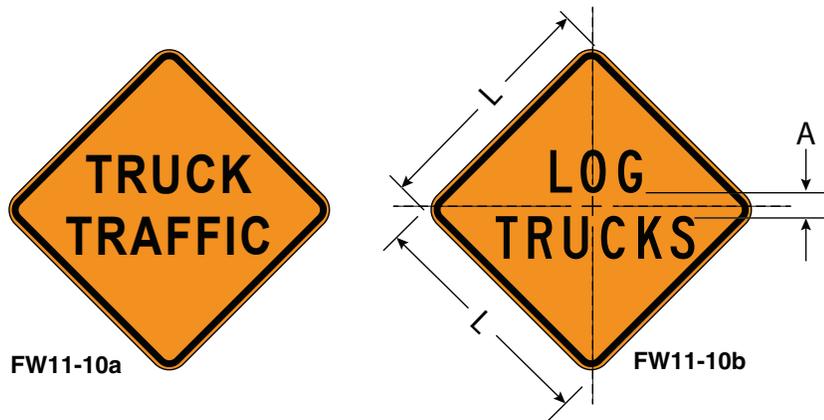
1. Operations will be Monday through Friday. Hauling of logs will be prohibited on the following:
 - a. Saturdays
 - b. The Downieville Classic Mountain Bike Race. Thursday and Friday of that race weekend.
 - c. Memorial Day and the preceding Friday.
 - d. July 4th if the Holiday falls on a weekday.
 - e. Labor Day and the preceding Friday.
2. Maximum of twenty (20) round trips per day
3. Maximum speed limit of 10 miles per hour (MPH) in restricted zone. Speed limit will be 5 MPH during school periods.
 - a. School periods include normal time for home to school travel, lunch, and school to home travel.

EXHIBIT B

LegendEra LLC Traffic Control Plan Main Street (S-500) Downieville.

4. There will be no use of engine brake (Jake brake) within the restricted area or downtown Downieville except for emergency purposes.
5. Permittee will make notification of the upcoming trucking operations at least 7 days prior to commencement of hauling operations. Notification will be made in the following manner:
 - a. Post notification in the local Post Office
 - b. Publish a notification in the local Newspaper (Mountain Messenger)
 - c. Post and maintain notification signs along the restricted Road notifying of trucking operations.
6. When hauling operations are occurring truck warning signs shall be posted at both ends of Restricted Road. The posted signs shall meet the specifications of Item#7 listed below.
7. All required warning signs are to meet specifications as outlined in the "2014 CA Manual on Uniform Traffic Control Devices for Street and Highways" (see Attachments). For all trucking activities, this means:
 - a. All signs shall have an orange background with black letters.
 - b. Signs shall be diamond shaped and be a minimum of 30 " X 30" in size, (see Item #9 below.)
 - c. Lettering shall be minimum 4inches in height, (larger lettering for larger signs.)
 - d. Letters are to be stencil painted or press-on and not handwritten.
 - e. Signs must be Retroreflective or Illuminated if any TTC is in place for more than one daylight period.
 - f. TTC zone signs used at night shall maintain retro-reflectivity at or above the minimum levels shown on Table 2A-3 in the manual.
8. All signs shall be removed during periods of more than 24 hours of non-operation. They shall not be left posted or in place during periods of no activity unless they are covered during the periods of inactivity.
9. All warning signs shall be posted in highly visible locations and at a height easily seen by motorist. At times, this may mean that signposts will be necessary.
10. All warning signs shall be posted prior to the beginning of any hauling operations.
11. All roads are to be continuously kept open unless otherwise agreed in writing.
12. Truck warning signs shall be posted along the restricted road warning of trucking traffic. These signs shall be posted a minimum of 24 hours prior to usage by the trucks.
13. On the attached sign drawings, the "Text 4C" represents 4inch tall text with a C stroke width. The stroke width for C series is 31/64". The Standard Highway Sign book contains other series sizes.
14. CB radios will be required in each permitted vehicle to space vehicles and control the intervals between permitted vehicles traveling in restricted area. This will prevent permitted vehicles from meeting on the restricted roads and will allow for a reasonable and safe flow of local traffic.

Text layout—Warning sign (FW) (2-line)



Dimensions (inches)

Sign Number	Message	L	A Spacing	Text (upper case)	Border	Border Inset
FW11-10a	LOGGING OPERATIONS	30	2 ½	4C	7/8	5/8
		36	3	5C	7/8	5/8
FW11-10b	LOG TRUCKS	30	2 ½	6D	7/8	5/8
		36	3	7D	7/8	5/8

Notes

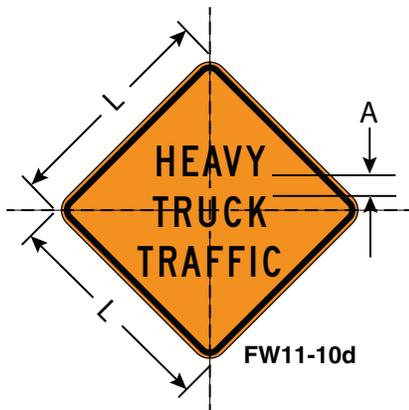
Center text on vertical and horizontal centerlines.
 Text—ASA Series as noted.
 For larger sizes, refer to the “Standard Highway Signs” book.

Colors

Black legend and border.
 Retroreflective orange background.

Temporary Traffic Control Main Street (S-500) Downieville

Text layout—Warning sign (FW) (3-line)



Dimensions (inches)

Sign Number	Message	L	A Spacing	Text (upper case)	Border	Border Inset
FW11-10d	HEAVY TRUCK TRAFFIC	30	2 ½	4C	7/8	5/8
		36	3	5C	7/8	5/8

Notes

Center text on vertical and horizontal centerlines.

Text—ASASeriesasnoted.

For larger sizes, refer to the "Standard Highway Signs" book.

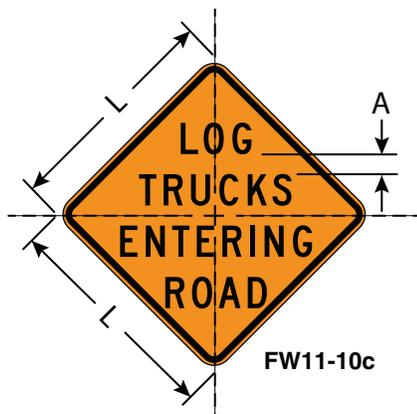
Colors

Black legend and border.

Retroreflective orange background.

Temporary Traffic Control Main Street (S-500) Downieville

Text layout—Warning sign (FW) (4-line)



Dimensions (inches)

Sign Number	Message	L	A Spacing	Text (upper case)	Border	Border Inset
FW11-10c	LOG TRUCKS	30	2 ½	4C	7/8	5/8
	ENTERING ROAD	36	3	5C	7/8	5/8

Notes

Center text on vertical and horizontal centerline.

Text—ASA Series as noted.

For larger sizes, refer to the "Standard Highway Signs" book.

Colors

Black legend and border.

Retroreflective orange background.

Table 2A-3. Minimum Maintained Retroreflectivity Levels¹

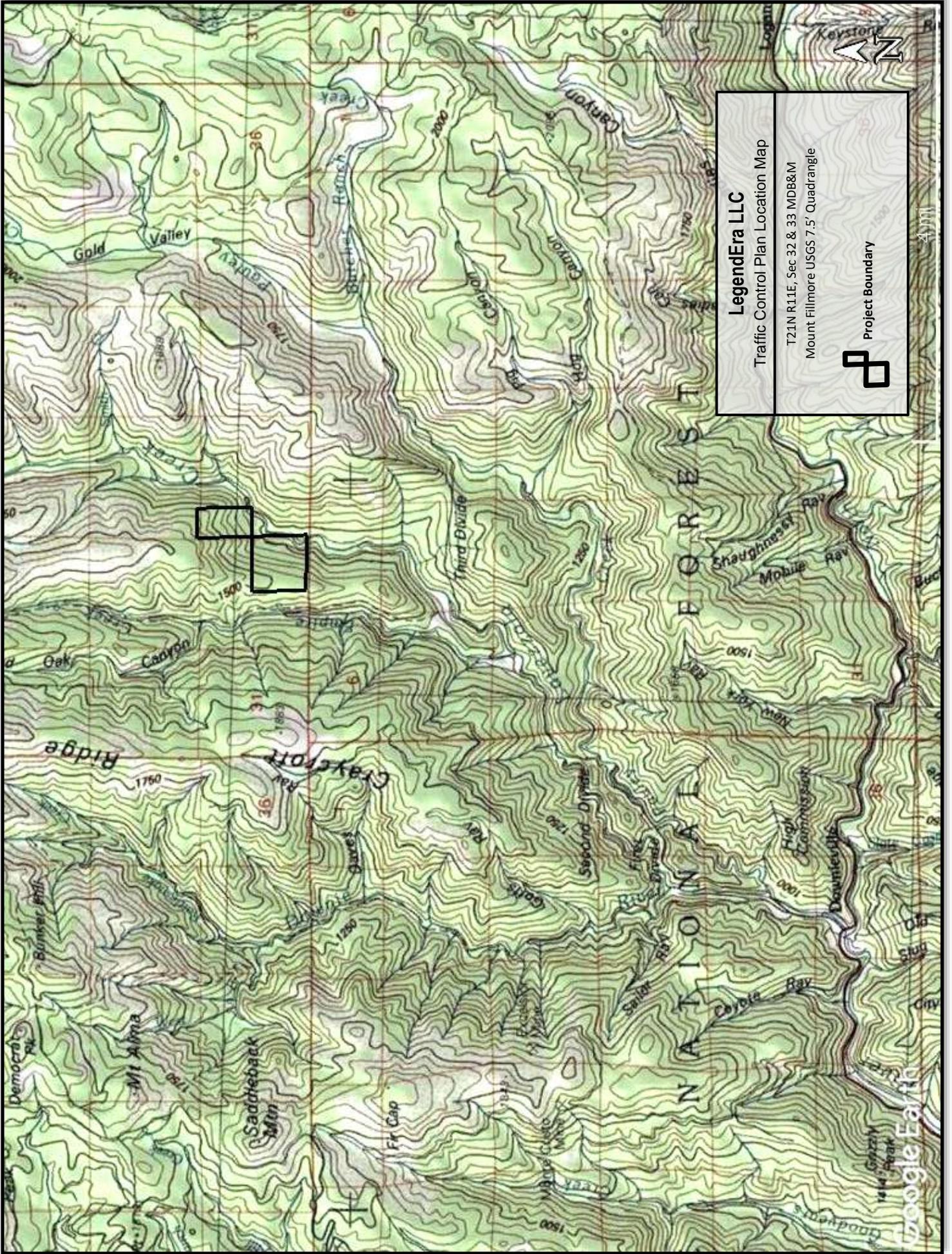
Sign Color	Sheeting Type (ASTM D4956-04)				Additional Criteria
	Beaded Sheeting			Prismatic Sheeting	
	I	II	III	III, IV, VI, VII, VIII, IX, X	
White on Green	W*; G ≥ 7	W*; G ≥ 15	W*; G ≥ 25	W ≥ 250; G ≥ 25	Overhead
	W*; G ≥ 7	W ≥ 120; G ≥ 15			Post-mounted
Black on Yellow or Black on Orange	Y*; O*	Y ≥ 50; O ≥ 50			2
	Y*; O*	Y ≥ 75; O ≥ 75			3
White on Red	W ≥ 35; R ≥ 7				4
Black on White	W ≥ 50				—
¹ The minimum maintained retroreflectivity levels shown in this table are in units of cd/lx/m ² measured at an observation angle of 0.2° and an entrance angle of -4.0°.					
² For text and fine symbol signs measuring at least 48 inches and for all sizes of bold symbol signs					
³ For text and fine symbol signs measuring less than 48 inches					
⁴ Minimum sign contrast ratio ≥ 3:1 (white retroreflectivity ÷ red retroreflectivity)					
* This sheeting type shall not be used for this color for this application.					
Bold Symbol Signs					
<ul style="list-style-type: none"> • W1-1,2 – Turn and Curve • W1-3,4 – Reverse Turn and Curve • W1-5 – Winding Road • W1-6,7 – Large Arrow • W1-8 – Chevron • W1-10 – Intersection in Curve • W1-11 – Hairpin Curve • W1-15 – 270 Degree Loop • W2-1 – Cross Road • W2-2,3 – Side Road • W2-4,5 – T and Y Intersection • W2-6 – Circular Intersection • W2-7,8 – Double Side Roads 		<ul style="list-style-type: none"> • W3-1 – Stop Ahead • W3-2 – Yield Ahead • W3-3 – Signal Ahead • W4-1 – Merge • W4-2 – Lane Ends • W4-3 – Added Lane • W4-5 – Entering Roadway Merge • W4-6 – Entering Roadway Added Lane • W6-1,2 – Divided Highway Begins and Ends • W6-3 – Two-Way Traffic • W10-1,2,3,4,11,12 – Grade Crossing Advance Warning 		<ul style="list-style-type: none"> • W11-2 – Pedestrian Crossing • W11-3,4,16-22 – Large Animals • W11-5 – Farm Equipment • W11-6 – Snowmobile Crossing • W11-7 – Equestrian Crossing • W11-8 – Fire Station • W11-10 – Truck Crossing • W12-1 – Double Arrow • W16-5P,6P,7P – Pointing Arrow Plaques • W20-7 – Flagger • W21-1 – Worker 	
Fine Symbol Signs (symbol signs not listed as bold symbol signs)					
Special Cases					
<ul style="list-style-type: none"> • W3-1 – Stop Ahead: Red retroreflectivity ≥ 7 • W3-2 – Yield Ahead: Red retroreflectivity ≥ 7; White retroreflectivity ≥ 35 • W3-3 – Signal Ahead: Red retroreflectivity ≥ 7; Green retroreflectivity ≥ 7 • W3-5 – Speed Reduction: White retroreflectivity ≥ 50 • For non-diamond shaped signs, such as W14-3 (No Passing Zone), W4-4P (Cross Traffic Does Not Stop), or W13-1P,2,3,6,7 (Speed Advisory Plaques), use the largest sign dimension to determine the proper minimum retroreflectivity level. 					

Table 2A-4. Use of Sign Shapes

Shape	Signs
Octagon	Stop*
Equilateral Triangle (1 point down)	Yield*
Circle	Grade Crossing Advance Warning*
Pennant Shape/Isosceles Triangle (longer axis horizontal)	No Passing*
Pentagon (pointed up)	School Advance Warning Sign (squared bottom corners)* County Route Sign (tapered bottom corners)*
Crossbuck (two rectangles in an "X" configuration)	Grade Crossing*
Diamond	Warning Series
Rectangle (including square)	Regulatory Series Guide Series** Warning Series
Trapezoid	Recreational and Cultural Interest Area Series National Forest Route Sign

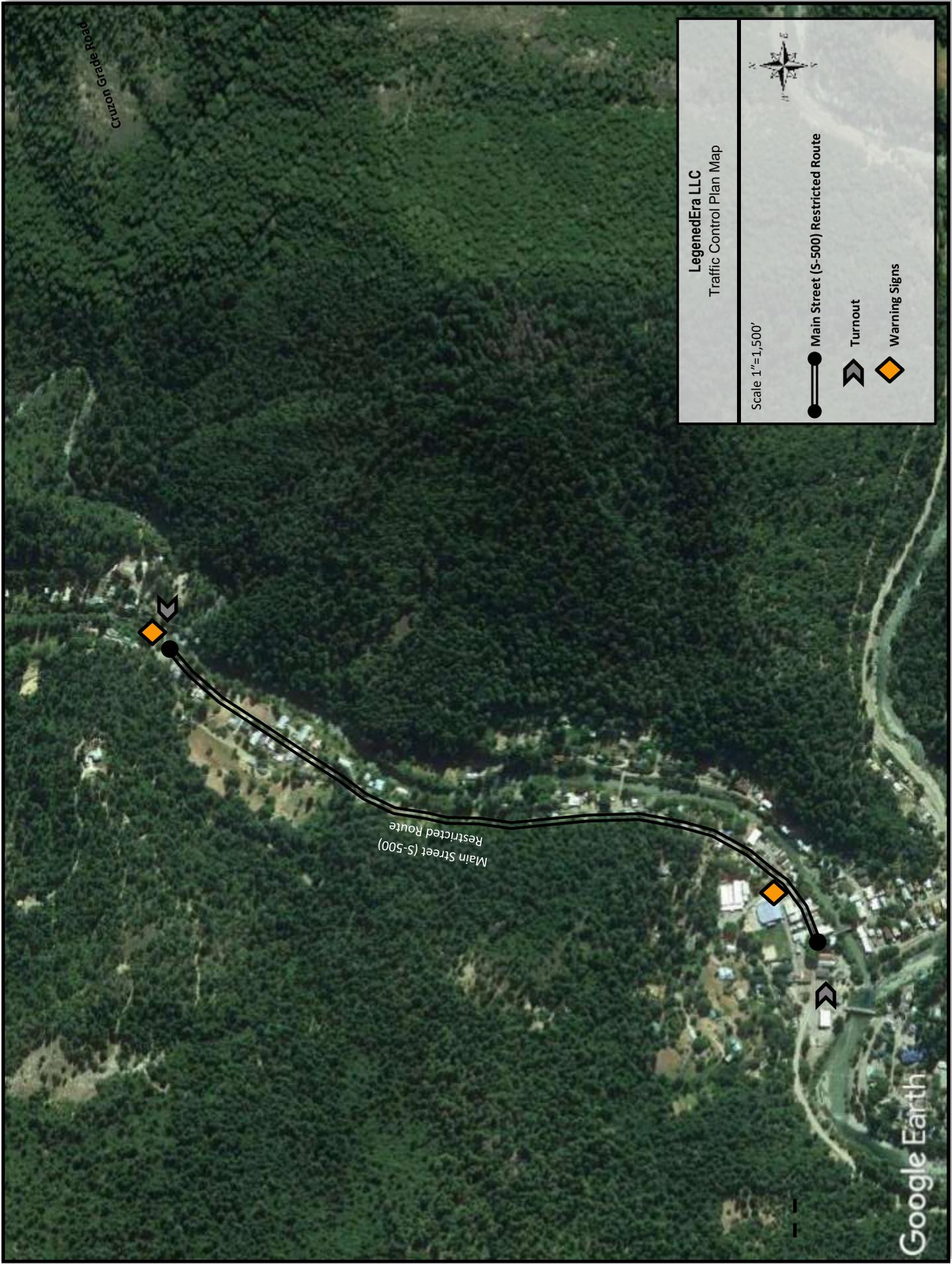
* This sign shall be exclusively the shape shown.

** Guide series includes general service, specific service, tourist-oriented directional, general information, recreational and cultural interest area, and emergency management signs.



LegendEra LLC
 Traffic Control Plan Location Map
 T21N R11E, Sec 32 & 33 MDB&M
 Mount Fillmore USGS 7.5' Quadrangle

 Project Boundary



LegenedEra LLC
Traffic Control Plan Map

Scale 1"=1,500'

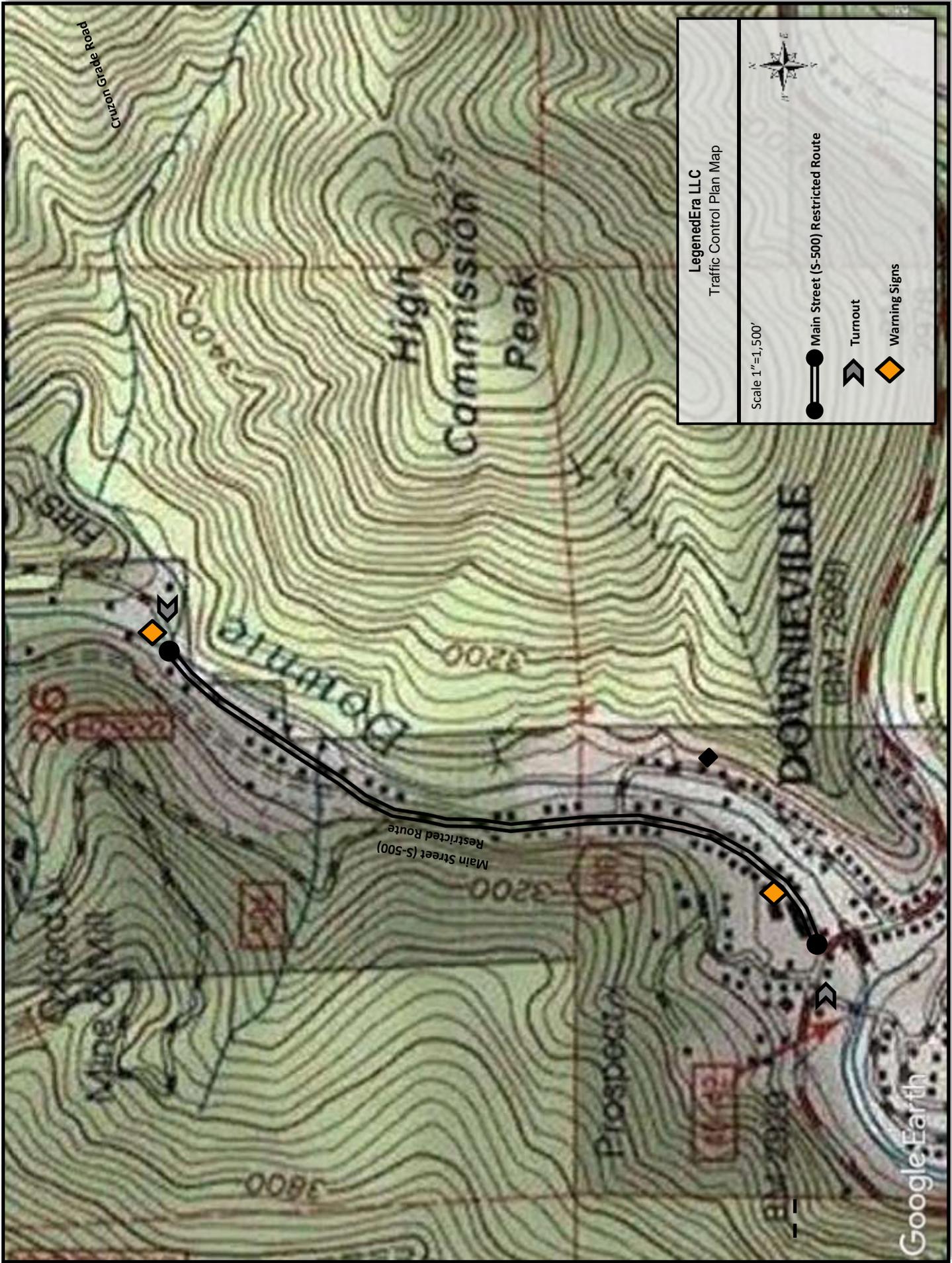


-  Main Street (S-500) Restricted Route
-  Turnout
-  Warning Signs

Main Street (S-500)
Restricted Route

Crizon Grade Road

Google Earth



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

MEETING DATE: July 21, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
---------------------------------------	---

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

AGENDA ITEM: Discussion and direction regarding a concept of developing a charge for State, Local Government, and Federal Campground spaces in campgrounds not concession operated to cover various County service costs.

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

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
---	---	---

COMMENTS:

CLERK TO THE BOARD

DATE

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

MEETING DATE: July 21, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
---------------------------------------	---

DEPARTMENT: Behavioral Health
APPROVING PARTY: Lea Salas, Administrative Director
PHONE NUMBER: (530) 993-6746

AGENDA ITEM: Agreement between Relias LLC and Sierra County Mental Health for annual subscription of employee training 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: 5671

AMOUNT: \$ 9,432.43 Annually

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> 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: July 14, 2020
Date of Board Meeting: July 21, 2020

Requested Action: Agreement between Relias LLC and Sierra County Mental Health for annual subscription of employee training services

Mandated by:

Funding

Budgeted? Yes No

Revenue	\$9,432.43	MHSA WET
Expenses	\$9,432.43	MHSA WET
Difference	0	

Background Information: This is a renewal agreement. Relias has now absorbed Essential Learning, which in the past Essential Learning was a stand alone that was offered through Relias. This subscription provides valuable training to employees funded through Sierra County's Mental Health Services Act (MHSA) Workforce, Education and Training (WET) component. The MHSA WET Plan has been approved through our annual update.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: Sierra County would not have this valuable service and would not meet the outcomes of the MHSA WET plan.



Proposal to Sierra County Mental Health Services

Prepared by:

Tarik Ghiradella
Relias LLC
1010 Sync Street, Suite 100
Morrisville, NC 27560

Submitted:

4/1/2020



Renewal Document

Sierra County Mental Health Services

704 Mill Street
P.O. Box 265
Loyalton, CA 96118

The term of this agreement is: 12 Months Method of Payment: ACH

Billing Frequency: Annually

Renewal Subscription Start Date is: 7/1/2020

Subscription Services Name	Subscription Metric	Subscription Quantity
Core Open 1.0	Per Employee	35
Developmental Disabilities Open 1.0	Per Employee	35
Integrated Care	Per Employee	35
RLMS Portal	Per User	35
RLMS Portal	Per User	1
Veterans/Active Duty	Per Employee	35
Legacy Custom Library	Per Employee	35
Legacy Custom Library	Per Employee	1
CAS	Per Employee	1
Community Access Site	Maximum Catchment Area	1

Year 1 Annual Subscription Total

USD 9,432.43

PRICING EXPIRES IF NOT EXECUTED BY 6/5/2020

This Ordering Document, together with the Master Services Agreement and the Schedules linked below, form the entire Agreement between the parties.

Prices quoted do not include taxes. Please consult with the tax advisors within your state if you have questions about local tax requirements. If required by local law, Relias must collect taxes and pay them on your behalf.

Contract Document	Link to Contract Document
MSA	https://www.relias.com/msa-2017

CONFIDENTIAL



CUSTOMER SIGNATURE PAGE

This Agreement (as hereinafter defined) is entered into between Relias LLC ("Company") and the customer identified in the signature block below ("Customer"), effective as of 7/1/2020 ("Effective Date"). This Agreement establishes the general terms and conditions to which the parties have agreed in order to facilitate the provision of certain services as more fully described herein and in each Ordering Document.

By signing below, the Customer acknowledges that they have read and understood the Agreement and agree to be bound by all the terms and conditions contained therein.

Sierra County Mental Health Services

Relias LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Job Title: _____

Job Title: _____

Date: _____

Date: _____

Address for Notices:

Sierra County Mental Health Services
704 Mill Street
P.O. Box 265
Loyalton, CA96118

Address for Notices:

Relias LLC
1010 Sync Street, Suite 100
Morrisville, NC 27560

Liaison Contact :

Billing Contact :

Name: _____

Name: _____

Job Title: _____

Job Title: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

Address: _____

Address: _____

RELIAS

MASTER SERVICES AGREEMENT

1. DEFINITIONS

- 1.1 **Affiliate** means any company that (i) controls, (ii) is controlled by or (iii) is under common control with either Party or its parent corporation. A company shall be deemed to control a company if it has the power to direct or cause the direction of the management or policies of such company, whether through the ownership of voting securities, by contract, or otherwise.
- 1.2 **Agreement** or **MSA** means this Master Services Agreement, Ordering Document(s), Schedules (attached hereto and/or detailed and linked within the Ordering Document(s)), and such other documents, attachments and exhibits that the parties' authorized representatives mutually agree to in writing.
- 1.3 **Client** means the entity set forth on the Ordering Document(s) and receiving Subscription Services under the Agreement.
- 1.4 **Client Data** means all required electronic data or information submitted by Client to Company for the provision of Subscription Services and/or Professional Services.
- 1.5 **Company** means the entity set forth on the Ordering Document(s) and providing Subscription Services under the Agreement.
- 1.6 **Content** means materials provided or posted by Company in connection with the Subscription Services, including but not limited to training courses, tests, assessments, surveys, text, images, graphics, audio and sound recordings, and videos and modifications, enhancements, or new versions thereof.
- 1.7 **Effective Date** means the date defined within the Ordering Document(s), or if no such date is defined, the date of the final required signature.
- 1.8 **Intellectual Property** means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, User interfaces and screen designs, general purpose consulting and software tools, utilities and routines, logic, coherence and methods of operation of systems, training methodology and materials, which Company has created, acquired or otherwise has rights in, and may, in connection with the performance of Subscription Services or Professional Services hereunder, create, employ, provide, modify, acquire or otherwise obtain rights in.
- 1.9 **Ordering Document** means the document(s), regardless of actual name, executed by the parties from time to time, which incorporates by reference the terms of this Agreement and describes order-specific information such as description of Subscription Services and/or Professional Services ordered, Subscription Metrics, fees, and other business terms. **Statement of Work (SOW)** shall be synonymous with Ordering Document.
- 1.10 **Professional Services** means consulting, implementation, training, creation of custom content, or other professional services to be performed by the Company described in the attached Ordering Document or Schedule to this Agreement mutually agreed to by the parties in writing.
- 1.11 **Schedule** means a product-specific set of terms and conditions that serves as an addendum to this Agreement and will either come attached hereto and/or be referenced within the Ordering Document(s) with a hyperlink provided.
- 1.12 **Site** means the web interface at a URL designated by Company.
- 1.13 **Subscription Metrics** means each of the per-unit metrics specified in the Ordering Documents to describe the scope of Client's right to use each of the Subscription Services, such as the maximum number of Users, restricted Users, Content type, and the like.
- 1.14 **Subscription Services** means services described in the relevant schedule.
- 1.15 **Subscription Start Date** means the date specified on the Ordering Document(s).
- 1.16 **User(s)** means those persons who (a) have been authorized by Client to access and use the Subscription Services and Professional Services for data analytics, testing and skill assessments, and/or training and education purposes; (b) have complied with any registration requirements reasonably requested by Company, (c) have been issued a personal and unique User ID and Password; and (c) have acknowledged, where required, the terms and conditions applicable to the particular Subscription Services. Only current employees and independent contractors of Client are eligible to be Users.

2. USE RIGHTS

- 2.1 **Grant of Use.** Subject to the terms of the Agreement, Company grants to Client the right to access and use the Subscription Services described in the Ordering Document(s), solely for its internal business purposes and solely in connection with the personal training, analysis, or assessment of its Users or business.
- 2.2 **Authorized Users.** Client shall provide Company with the required demographic data for all Users in the specified electronic format provided by Company to complete the initial registration process. Client agrees not to activate and deactivate Users repeatedly as a method of keeping the number of Users within range of the Subscription Metrics stated in the Ordering Document(s).
- 2.3 **Acceptable Use.** Client and all Users shall use the Subscription Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Client agrees and shall ensure that Users agree not to post or upload any content or data which (i) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (ii) contains computer viruses, worms, time bombs, trojan horses and other harmful or malicious code, files, scripts, agents or programs; (iii) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (iv) otherwise violates any applicable law. Client further agrees and shall ensure that Users agree not to interfere or disrupt networks connected to the Subscription Services, not to interfere with another entity's use of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscription Services. Company may remove any violating content posted on the Subscription Services or transmitted through the Subscription Services without notice. Company may suspend or terminate any User's access to the Subscription Services in the event that Company reasonably determines that such User has violated the terms and conditions of this Agreement.
- 2.4 **Restrictions.** Client shall not itself, or through any affiliate, employee, contractor, agent or other third party (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Subscription Services, the Site or access thereto; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Subscription Services, in whole or in part; (iii) allow access to, provide, divulge or make available the Site or the Subscription Services to anyone other than an authorized User; (iv) create derivative works based upon the Subscription Services; or modify, adapt, translate or otherwise make any changes to the Subscription Services or any part thereof; (v) use the Subscription Services to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vi) disclose or publish, without Company's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Subscription Services; or (vii) remove from any Subscription Services or other materials owned by Company identification, patent, copyright, trademark or other notices. Proprietary notices, including without limitation patents, copyrights and trademarks notices, as well as disclaimer notices, must be reproduced on any such authorized copies.
- 2.5 **Enforcement.** Client shall (i) ensure that all Users of Subscription Services comply with the terms and conditions of this Agreement, (ii) promptly notify Company of any actual or suspected violation thereof and (iii) cooperate with Company with respect to investigation and enforcement of the Agreement. Client shall be solely responsible

for all acts and omissions of its Users in connection with their access and use of the Subscription Services.

2.6 Environment. The Subscription Services will be hosted on a server that is maintained by Company or its designated third-party subcontractor. User access to the Subscription Services is provided through the Site. Client is solely responsible for obtaining and maintaining, at its own expense, all equipment needed to access the Site, including but not limited to Internet access and telecommunications network with adequate bandwidth.

2.7 Availability. Company shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events where notice is provided to Client, emergency downtime events, or Internet service provider failures or delays. Company will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Client acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications; Company is not responsible for any delays, delivery failures, or other damage resulting from such problems.

2.8 Content. Access to Content, if applicable, shall be provided by Company through the Subscription Services. Client is responsible for selecting which Content will be available to authorized Users. Company continuously reviews and updates Content based on an ongoing-needs analysis. Company reserves the right to add, revise, or withdraw from its Content any item or part of an item in its sole discretion.

2.9 Site Administrator. Client shall designate a primary contact who shall function as the liaison to Company and who shall be trained by Company so that the contact shall be able to train and support Users on the use of the Subscription Services (**Site Administrator**). The Site Administrator shall be the primary interface with Company on all issues related to the Subscription Services.

2.10 Passwords. Client is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized User. Client is entirely responsible for any and all activities that occur under its account. Client shall immediately notify Company of any unauthorized use or any other breach of security known to Client. Company shall have no liability for any loss or damage arising from Client's failure to comply with these requirements.

2.11 Client Data Responsibilities. Client shall be solely responsible for the accuracy, quality, integrity and legality of data uploaded in the Subscription Services by Client. Client shall own or shall obtain all proprietary rights necessary, including copyrights, patents, and trade secrets, in and to any content or data it provides, develops, or uploads for use in the Subscription Services. Client authorizes Company and the data center to serve as the host and repository for the data Client enters into the Subscription Services.

2.12 Changes. Company reserves the right to add and/or substitute functionally equivalent products in the event of product unavailability, end-of-life, or changes to software requirements. Company regularly updates the Subscription Services, meaning that such Subscription Services are continually evolving. Some of these changes will occur automatically, while others may require Client to schedule and implement the changes.

3. PROFESSIONAL SERVICES

3.1 Cooperation. Client shall provide Company with good-faith cooperation and access to such information, facilities, personnel and equipment as Company may reasonably require in order to provide the Professional Services. Client acknowledges that Company's performance is dependent upon the timely and effective completion of Client's responsibilities hereunder and Client's timely decisions and approvals in connection with the Professional Services. Company shall be entitled to rely on all such decisions and approvals.

4. FINANCIAL TERMS

4.1 Fees, Payment Terms, and Taxes. Fees and payment terms are specified in the applicable Ordering Document. All payments made hereunder shall be in US Dollars. Company may, after the first twelve (12) months of the initial term, and not more than once in a twelve (12) month period, modify the fees for Subscription Services upon sixty (60) days' written notice. Payment of all fees is due thirty (30) days after the invoice date. Interest accrues on past-due balances at 1% per month. Failure to make timely payments shall be a material breach of the Agreement and Company will be entitled (i) to suspend any or all Subscription Services or Professional Services hereunder upon thirty (30) days' written notice to Client and/or (ii) to modify the payment terms, and to request full payment before any additional performance is rendered by Company. Unless expressly provided otherwise, prices do not include taxes. Client agrees to pay any federal, state or local sales, use, personal property, excise taxes or other taxes arising out of this Agreement.

4.2 Subscription Metrics. Client understands and agrees that (i) all fees are based on the Subscription Metrics purchased and that (ii) unless expressly stated otherwise in the Ordering Document, the quantity(ies) of Subscription Metrics provided in the initial Ordering Document or most recent amendment, if applicable, represent minimum amounts that Client has committed to for the Subscription Service Term (as defined in Section 9.2). Additional Subscription Metrics must be purchased in the event actual use exceeds the licensed quantity, at Company's then-current fees. Additional Subscription Metrics, if any, are prorated for the remainder of the then-current Subscription Services Term. There shall be no fee adjustments or refunds for any decreases in usage during Subscription Services Term.

4.3 Professional Services. Additional Professional Services may be provided on a time and materials (**T&M**) basis at the Company T&M rates in effect at the time the Professional Services are performed or on a fixed fee basis, as indicated in an Ordering Document. On a T&M engagement, if an estimated total amount is stated in the Ordering Document, that amount is solely a good-faith estimate for Client's budgeting and Company's resource scheduling purposes and not a guarantee that the work will be completed for that amount. On a fixed fee engagement, Professional Services purchased must be used within, and prices quoted are valid for, the time period specified in the Ordering Document. Hours that are not used or have expired are non-refundable.

4.4 No Contingencies. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Company regarding future functionality or features.

5. CONFIDENTIALITY

5.1 Confidential Information. Each party hereby agrees that it will not use or disclose any Confidential Information received from the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. **Confidential Information** means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary" or which should be reasonably understood by each party to be confidential or proprietary, including, but not limited to, the terms and conditions (but not the existence) of this Agreement, all trade secrets, Intellectual Property as well as results of testing and benchmarking of the Subscription Services. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Company may use, for purposes outside of this Agreement, anonymous, de-identified data; however, Company agrees not to use or disclose this information to the extent prohibited by applicable law. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was lawfully in the receiving party's possession before receipt from the disclosing party without a duty of confidentiality; (iii) is lawfully obtained from a third-party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other.

5.2 Compelled Disclosure. A party (**Disclosing Party**) may disclose Confidential Information of the other party if it is compelled by law to do so, provided the Disclosing Party gives the other party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

6. OWNERSHIP

6.1 All rights not expressly granted in this Agreement are reserved by Company and its licensors.

6.2 **Subscription Services.** Company and its licensors shall retain sole and exclusive ownership of, and all rights, title, and interest in, Subscription Services and the Site, including without limitation (a) Intellectual Property embodied or associated therein, and (b) all derivative works and copies thereof.

6.3 **Professional Services.** Company shall retain all rights, title and interest in and to any and all Intellectual Property used or in any manner employed by Company in the provision of Professional Services.

7. WARRANTIES, DISCLAIMERS, AND LIMITATION OF LIABILITY

7.1 **General.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

7.2 **Professional Services.** Company warrants that the Professional Services will be performed in a workmanlike manner. As Client's exclusive remedy for any claim under this warranty, Client shall notify Company in writing of its claim within thirty (30) days of Company's completion of the applicable services and, provided that such claim is reasonably determined by Company to be Company's responsibility, Company shall re-perform the applicable service. Company's entire liability and Client's exclusive remedy for any breach of the warranty set forth in this section shall be the re-performance of the applicable service.

7.3 EXCEPT AS EXPRESSLY STATED IN THIS SECTION 7, ALL SUBSCRIPTION SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. COMPANY, ITS LICENSORS, DATA CENTER AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY SOFTWARE, DATABASE, SUBSCRIPTION SERVICES, DELIVERABLES OR PROFESSIONAL SERVICES ARE ERROR-FREE, ACCURATE OR RELIABLE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED OR WILL COMPLY WITH ANY LAW, RULE OR REGULATION, (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND (iii) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY COMPANY, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE SUBSCRIPTION SERVICES ARE NOT DESIGNED OR INTENDED TO MEET ALL OF ITS OR ITS USERS' TRAINING, ANALYTICS, OR ASSESSMENT NEEDS OR REQUIREMENTS, INCLUDING THOSE REQUIRED UNDER APPLICABLE LAWS. CLIENT ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SERVICES PROVIDED HEREUNDER TO ACHIEVE ITS INTENDED RESULTS.

CLIENT ASSUMES SOLE RESPONSIBILITY AND LIABILITY FOR ITS USERS' COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. CLIENT FURTHER ASSUMES SOLE RESPONSIBILITY AND LIABILITY FOR RESULTS OBTAINED FROM THE USE OF THE SUBSCRIPTION SERVICES, PROFESSIONAL SERVICES, AND FOR CONCLUSIONS DRAWN FROM SUCH USE. CLIENT ACKNOWLEDGES AND AGREES THAT THE SUBSCRIPTION SERVICES ARE NOT INTENDED TO PROVIDE MEDICAL ADVICE, OPINIONS, DIAGNOSIS, OR A SUGGESTED COURSE OF TREATMENT. CLIENT FURTHER AGREES THAT THE SOLE AND EXCLUSIVE RESPONSIBILITY FOR ANY MEDICAL DECISIONS OR ACTIONS WITH RESPECT TO A PATIENT'S MEDICAL CARE AND FOR DETERMINING THE ACCURACY, COMPLETENESS OR APPROPRIATENESS OF ANY DIAGNOSTIC, CLINICAL OR MEDICAL INFORMATION RESIDES SOLELY WITH THE HEALTHCARE PROVIDER. COMPANY SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH CLIENT'S OR ANY OF USERS' USE OF THE SUBSCRIPTION SERVICES, PROFESSIONAL SERVICES, IN COMBINATION WITH ANY THIRD-PARTY PRODUCTS, SERVICES, SOFTWARE OR WEB SITES THAT ARE ACCESSED VIA LINKS FROM WITHIN THE SUBSCRIPTION SERVICES.

TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY'S TOTAL LIABILITY (INCLUDING ATTORNEYS' FEES AWARDED UNDER THIS AGREEMENT) TO CLIENT AND USERS FOR ANY CLAIM BY CLIENT OR ANY THIRD PARTIES UNDER THIS AGREEMENT, WILL BE LIMITED TO THE FEES PAID FOR SUCH ITEMS THAT ARE THE SUBJECT MATTER OF THE CLAIM FOR THE PRIOR TWELVE (12) MONTHS. IN NO EVENT WILL COMPANY, ITS LICENSORS AND SUPPLIERS BE LIABLE TO CLIENT OR USERS OR OTHER THIRD PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NO CLAIM ARISING OUT OF THE AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN THE SHORTER OF ONE YEAR OR THE PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED.

THIS SECTION 7 SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

8. INDEMNIFICATION

8.1 **Client Indemnification.** Client shall indemnify and hold Company, its affiliates, suppliers, data center, employees and officers (**Company Indemnified Parties**) harmless from and against all liability, claims, damages, fines, losses, expenses (including reasonable attorney's fees and court costs, and the cost of enforcing this indemnity) suffered or incurred by Company or any Company Indemnified Party arising out of, or in connection with (a) any material breach by Client or any User of any of the terms of this Agreement; or (b) any use or reliance by Client or any User of any Subscription Services, including all third-party claims, causes of action, suits, and legal proceedings asserted against Company or a Company Indemnified Party arising out of, or relating to, the use of or reliance by Client or any User on any Subscription Services.

8.2 **Company Indemnification.** Company shall indemnify and hold harmless Client and its principals, officers, directors, agents, and employees (**Client Indemnified Parties**), and at Company's option, either defend Client Indemnified Parties or pay their attorney's fees and court costs, from any loss, cost, damage, or expense incurred by Client that is finally awarded by a court of law to any third party as a result of a claim alleging that the Subscription Services infringe or misappropriate a U.S. patent, U.S. copyright, U.S. trademark or U.S. trade secret of a third party, solely provided such alleged infringement or misappropriation does not arise from: (i) a modification of the Subscription Services as delivered to Client, (ii) the combination of the Subscription Services with any other process, hardware, software, data, or functionality, (iii) any Client-originating data or content communicated using such Subscription Services; or, (iv) any use of the Subscription Services by Client in a manner inconsistent with the documentation or instructions provided by Company or otherwise in breach of this Agreement.

8.3 **Indemnification Procedure.** The indemnifications made hereunder are solely provided upon the following conditions: (i) the indemnifying party controls any settlement or any suit or claim indemnified hereunder (ii) the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed, is obtained prior to any settlement by the indemnifying party that affects the indemnified party's rights and obligations; (iii) the indemnifying party is promptly informed of any third-party claim indemnified hereunder; and, (iv) in the case of Client, Client ceases any alleged infringing activity upon actual or constructive notice of any claim or allegation of infringement.

9. TERM AND TERMINATION

9.1 **Agreement Term.** The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Ordering Documents and attachments, unless otherwise terminated earlier as provided hereunder.

9.2 **Subscription Services Term.** The initial term of Subscription Services commences on the Subscription Start Date specified in, and continues for the term set forth in, the Ordering Documents. Following the end of the initial term, Subscription Services shall automatically renew for the same length as the initial term unless either party

gives written notice at least sixty (60) days prior to the end of the initial term, or any renewal term, of its intention to terminate any of the Subscription Services. The pricing for the first twelve (12) months of any renewal term shall be provided by Company to Client in writing no less than sixty (60) days prior to the end of the initial term or any renewal term. The initial term and renewal term(s) are collectively referred to as the **Subscription Services Term**.

9.3 Termination. Either party may terminate the Agreement including all Ordering Documents executed thereunder immediately upon written notice (i) in the event that the other party commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within thirty (30) days of being notified in writing of such breach; or (ii) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against the other party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within thirty (30) calendar days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code.

9.4 Partial Termination. Where a party has rights to terminate, the non-breaching party may at its discretion either terminate the entire Agreement or the applicable Ordering Documents. Ordering Documents that are not terminated shall continue in full force and effect under the terms of this Agreement.

9.5 Effect of Termination. Following termination of this Agreement (for whatever reason provided for under the Agreement), Client shall certify that Client has returned or destroyed all copies of the Subscription Services, Confidential Information and Intellectual Property of Company and all materials or documents relating to the Subscription Services in any format and residing on any media. Client acknowledges that its rights to use the same are relinquished. Company has no obligation to retain Client Data after three months following the expiration or termination of Subscription Services; however, Company shall provide Client Data to Client, upon reasonable request and during Company's normal business hours, for no additional fee during these three months, after which additional fees may be incurred.

Termination for any reason shall not excuse Client's obligation to pay in full any and all amounts due or that become due through such termination or that arise under Section 10.19, nor shall termination result in a refund of fees paid, except as expressly provided otherwise in this Agreement.

Upon termination for any reason of a Professional Services engagement, all work product, including all drafts and works in progress of deliverables shall be delivered to Client. Upon its receipt of a notice of termination, Company shall cease and shall cause any agent or subcontractor to cease all work under the applicable Ordering Documents and minimize any additional costs or reimbursable expenses unless otherwise directed in writing by Client. Except as may be expressly set forth in the applicable Ordering Documents, Client shall pay Company's fees for services performed to the date of termination on a T&M basis together with any expenses reasonably incurred in connection therewith.

10. GENERAL PROVISIONS

10.1 Suspension. Company will be entitled to suspend any or all Subscription Services and Professional Services (i) immediately in the event Client is in breach of Section 2.3, above, or (ii) upon thirty (30) days' written notice to Client in the event Client is otherwise in breach of this Agreement. Company may impose an additional charge to reinstate service following such suspension.

10.2 Force Majeure. Neither party shall incur any liability to the other party on account of any loss, claim, damage, or liability to the extent resulting from any delay or failure to perform any part of this Agreement (except for payment obligations) to the extent caused, by events, occurrences, or causes beyond the control and without any negligence on the part of the party seeking protection under this subsection. Such events may include, but are not limited to acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire, or explosions. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

10.3 Subcontractors. Company may subcontract or delegate Subscription and/or Professional Services to any third party without Client's prior written consent, provided that Company shall remain responsible to Client for any services for which it subcontracts or delegates.

10.4 Assignment. Company may assign this Agreement and any or all of its rights and obligations herein without Client's approval. Client may not assign or transfer this Agreement without Company's prior written consent.

10.5 Non-solicitation. During the term of this Agreement and for a period of one (1) year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the solicitation or hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

10.6 Compliance. Company reserves the right to utilize Client Data to verify compliance with the terms of this Agreement. Company may monitor the usage, performance and operation of the Subscription Services using electronic, remote and other means and without notice to Client.

10.7 Notices. Any notice required or permitted to be sent under this Agreement (except for invoices and notices related to payment of fees and price increases) shall be delivered by hand, by overnight courier, or by registered mail, return receipt requested, to the address of the parties first set forth in the Agreement Signature Page or to such other address of the parties designated in writing in accordance with this subsection.

10.8 Relationship. This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

10.9 Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10.10 No Waiver. No waiver or failure by either party to exercise any option, right or privilege under the terms of this Agreement on any occasion or occasions will be construed to be a waiver of the same on any other occasion or of any other option, right or privilege. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of the Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Agreement and shall not in any way affect the validity of the whole or any part of the Agreement or prejudice such party's right to take subsequent action.

10.11 Entire Agreement. This Agreement, including Ordering Documents and other attachments incorporated by reference, constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, proposals, conditions, representations, warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. No modification to the Agreement will be binding unless in writing signed by an authorized representative of each party. All pre-printed or standard terms of any of Client's purchase order or other business processing document shall have no effect.

10.12 No Third-Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party.

10.13 Governing Law and Venue. The Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its principles of conflict of laws. Any dispute arising from or relating to the Agreement shall be litigated in the state or federal courts located in Wake County, North Carolina, to whose exclusive jurisdiction the parties hereby consent.

10.14 Headings and Drafting. The headings in the Agreement shall not be used to construe or interpret the Agreement. The Agreement shall not be construed in favor of

or against a party based on the author of the document.

10.15 Counterparts. The Agreement may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and the parties agree that facsimile, scanned copies of signatures, and electronic signatures shall be as effective and binding as original signatures.

10.16 Notice of U.S. Government Restricted Rights. If the Client hereunder is the U.S. Government, or if the Subscription Services are acquired hereunder on behalf of the U.S. Government with U.S. Government federal funding, notice is hereby given that the Subscription Services are commercial computer software and documentation developed exclusively at private expense and are furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)."

10.17 OFAC Compliance. Client warrants that it is currently in compliance with, and shall at all times during the term of this Agreement remain in compliance with, and cause its Users to comply with, the regulations of the OFAC of the Department of the Treasury and any statute, executive order, or other governmental action relating thereto.

10.18 Conflict of Documents. If there is a conflict between the provisions of this MSA and any other documents concerning the Subscription Services performed under this MSA, the order of precedence for purposes of resolution shall be: (i) this MSA, (ii) any applicable Schedule identified in the Ordering Document(s), (iii) the Ordering Document(s), (iv) any other document executed by the parties.

10.19 Survival. The following provisions will survive any termination or expiration of the Agreement or Ordering Documents: Sections 4, 5, 6, 7, 8, 9, 10, and all corresponding Sections in the attached Schedule(s).

ADDITIONAL TERMS AND CONDITIONS:

[Schedule A – Learning](#)

[Schedule B – Assessments](#)

[Schedule C – Analytics](#)

[END DOCUMENT]

1. DEFINITIONS

- 1.1 Administrative Site** means the main Site that is designated for administrative functions related to a group of Sub-Portals in an Enterprise System. The Administrative Site will have administrative capabilities over every Sub-Portal in the Enterprise System, including the ability to run reports, assign Content, and designate other Administrators.
- 1.2 Client's Enterprise System** means a specific configuration of the Services that provides for an Administrative Site linked to additional Sub-Portals.
- 1.3 Client Organization** means an organization that has a corporate or contractual relationship with or is a member of Client. Client may specify Client Organizations that will receive Subscription Services through a Sub-Portal to this Agreement in an attached Exhibit. The addition of Sub-Portals shall require the execution of an amendment to this Agreement.
- 1.4 Documentation** means the LMS User instructions, release notes, and online help files in the form generally made available by Company to its Clients, as updated from time to time by Company.
- 1.5 LMS** means Company's proprietary learning management system and other software access provided in connection with Subscription Services, including the Documentation, modifications, enhancements and new versions thereof.
- 1.6 Site Administrator** means the Administrator in the Administrative Site. The level of access for the Site Administrator will be determined during implementation.
- 1.7 Subscription Services** means access to the LMS and Content through the Site for Client's internal training purposes.
- 1.8 Sub-Portals** means an individual Site that is included in an Enterprise System that has a direct relationship with other sub-portals and the Administrative Site.
- 1.9 Sub-Portal Administrator** means a User who has been authorized by Client or Client's Site Administrator to have access to all administrative functionality within the individual Sub-Portal.

2. CONFIDENTIALITY

- 2.1 No Protected Health Information.** Client will not provide Company with access to any Protected Health Information (as defined in 45 CFR § 160.103, **PHI**). Company reserves the right not to accept access to Client Data that contains PHI. Client represents and warrants that: (i) Client has the right and authority necessary to provide the Client Data to Company as provided hereunder, (ii) that Client will disclose to Company only such Client Data as Client is authorized to disclose to Company, and (iii) such disclosure will be provided at all times in compliance with all applicable law, including, to the extent applicable, with the Health Insurance Portability and Accountability Act of 1996, Public Law 104 191 and regulations promulgated thereunder by the U.S. Department of Health and Human Services, each as amended from time to time (**HIPAA**). The parties acknowledge that, under the terms of this Agreement, Company does not collect or possess Protected Health Information, as defined in 45 C.F.R. § 160.103, and that Company shall not be required to execute a Business Associate Agreement or similar agreement. Client warrants and represents that it shall not upload in any of the Subscription Services or otherwise provide Company or its suppliers access to any such Protected Health Information.

3. OWNERSHIP

- 3.1 Modified Content; Client Content.** Certain Users designated by Client may have authority to modify portions of the Content to meet certain of Client's needs or requirements (**Modified Content**) or to create unique content to meet certain of Client's needs or requirements (**Client Content**). In the case of Modified Content, Client shall own the specific modifications made by authorized Users (but not the underlying Content). In the case of Client Content, as between Company and Client, Client shall own the Client Content created or uploaded by authorized Users. Client shall be solely responsible for the accuracy, quality, integrity and legality of data, Client Data, Modified Content, and Client Content uploaded in the LMS by Client.
- 3.2 De-Identified Data.** Client acknowledges and agrees that Company has the unrestricted right to use the Client's de-identified data for any purpose, in accordance with applicable law, including but not limited to quality assessment and improvements to the Subscription Services.

4. WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY

- 4.1 LMS Limited Warranty.** Company warrants that the LMS will operate in all material respects in conformity with the functional specifications described in the Documentation. If the LMS does not perform as warranted and there is a material failure of the LMS to conform to its functional specifications described in the Documentation that is reported by the Client to, and replicable by, Company (**Errors**), Company shall use commercially reasonable efforts to correct Errors. As Client's exclusive remedy for any claim under this warranty, Client shall promptly notify Company in writing of its claim. Provided that such claim is reasonably determined by Company to be Company's responsibility, Company shall, within thirty (30) days of its receipt of Client's written notice, (i) correct such Error; (ii) provide Client with a plan reasonably acceptable to Client for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Company, then Company or Client may terminate the affected Subscription Services, and Client will be entitled to a refund of the pre-paid portion of the fees paid for the affected Subscription Services. The preceding warranty cure shall constitute Company's entire liability and Client's exclusive remedy for cure of the warranty set forth herein in this Section 4.1 of Schedule A. If Client elects not to terminate the Subscription Services, Client waives all rights for the applicable warranty cure set forth herein. Company is not responsible for any claimed breach of any warranty set forth in this section caused by: (i) modifications made to the LMS by anyone other than Company; (ii) Company's adherence to Client's specifications or instructions; (iii) Errors caused by or related to Internet connections; (iv) Client deviating from the LMS operating procedures described in the Documentation; (v) discrepancies that do not significantly impair or affect the operation of the Subscription Service; or (vi) any systems or programs not supplied by Company.
- 4.2 Links.** The Subscription Services may include links to third-party Internet sites or other resources provided by third parties. Because Company has no control over such sites and resources, Client acknowledges and agrees that Company is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. Client further acknowledges and agrees that Company shall not be responsible or liable, directly or indirectly, from any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such third-party site or resource.

5. INDEMNIFICATION

- 5.1 Indemnification for Modified/Client Content.** Client shall indemnify and hold Company, its affiliates, suppliers, data center, employees and officers (**Company Indemnified Parties**) harmless from and against all liability, claims, damages, fines, losses, expenses (including reasonable attorney's fees and court costs, and the cost of enforcing this indemnity) suffered or incurred by Company or any Company Indemnified Party arising out of, or in connection with any use or reliance by Client or any User of any Content, Modified Content, or Client Content, including all third-party claims, causes of action, suits, and legal proceedings asserted against Company or a Company Indemnified Party arising out of, or relating to, the use of or reliance by Client or any User on any Content, Modified Content, or Client Content.



SCHEDULE B - ASSESSMENTS

1. DEFINITIONS

1.1 **Aggregate Data** means de-identified Company Processed Data.

1.2 **Assessments** are Content, including but not limited to, tests, assessments, surveys, and training courses.

1.3 **Company Processed Data** means any Client Data that Company processes, analyzes, integrates, normalizes, maps, aggregates, sorts, transforms or otherwise modifies, including any processed data that Company makes available to Client in connection with the Services.

1.4 **Subscription Services** means the Site, the Assessments, and access to the Assessments for End Users.

2. USE RIGHTS

2.1 **Additional Restrictions.** Client may use the Subscription Services report or assessment-generating features or functions that are intended to provide for the creation and export of reports or other data analytic output derived from Company Processed Data (**Client Reports**) for distribution of Client Reports to third parties, but, unless otherwise permitted by Company in writing, such Client Reports shall be so used and distributed only in furtherance of Client's internal business purposes and associated research and publication activities, and not for commercial sale or distribution to third parties. For the avoidance of doubt, Client does not have the right to disclose or distribute to any third party Company Processed Data other than discrete components of Company Processed Data that may be included in Client Reports.

3. OWNERSHIP

3.1 **Client Data Suitability.** Client acknowledges and agrees that not all Client Data will be suitable for use in the Services and that Company retains the discretion to determine which Client Data will serve as the basis for the creation of Company Processed Data.

3.2 **Company Right to Use Client Data.** Client hereby grants to Company a fully paid-up, worldwide, right and license to process, analyze, integrate, normalize, compile, store, validate, aggregate, sort, manipulate, and create derivative works of Client Data, for the purpose of creating (i) Company Processed Data to provide the Services to Client, and (ii) Aggregate Data. Client acknowledges and agrees that Company has the unrestricted right to use the Aggregate Data for any purpose, in accordance with applicable law, including but not limited to quality assessment and improvements to the Services.

3.3 **Effect of Termination.** For avoidance of doubt: (i) Company's right, title and ownership of the Company Processed Data (as defined above) existing as of the date of termination of this Agreement is perpetual and irrevocable and shall continue in effect notwithstanding the termination of this Agreement for any reason whatsoever and (ii) subject to the terms and conditions of this Agreement, including without limitation, the restrictions on use in Section 2.1 of this Schedule, Client's right to use Client Reports (as defined above) will survive termination of this Agreement.

4. WARRANTIES, DISCLAIMERS, AND LIMITATION OF LIABILITY

4.1 **Additional Disclaimer.** CLIENT UNDERSTANDS AND AGREES THAT ANY ASSESSMENTS PROVIDED BY COMPANY, RESULTS OF THE INDIVIDUAL'S PERFORMING ANY ASSESSMENTS, AND THE INFERENCES DRAWN THEREFROM ARE BROAD MEASUREMENTS ONLY AND BY THEIR NATURE ARE SUBJECT TO VARYING INTERPRETATION. CLIENT UNDERSTANDS AND AGREES THAT WHILE COMPANY BELIEVES THAT THESE SERVICES CAN PROVIDE ONE REASONABLE MEASURE OF LIKELY INDIVIDUAL KNOWLEDGE IN CERTAIN AREAS OF HEALTH-CARE EMPLOYMENT, COMPANY DOES NOT WARRANT THE ACCURACY OF THE SERVICES OR THE SUITABILITY OF ANY INDIVIDUAL CANDIDATE FOR ANY PARTICULAR FIELD OF ENDEAVOR BASED ON SUCH CANDIDATE'S PERFORMANCE IN CONNECTION WITH THE SERVICES. CLIENT AGREES AND WARRANTS THAT, IN THE EVENT SERVICES ARE ADMINISTERED IN CONNECTION WITH ITS HIRING AND PERSONNEL DECISIONS, CLIENT WAIVES ANY CLAIMS AGAINST COMPANY BASED IN WHOLE OR IN PART ON THE SERVICES SUPPLIED BY COMPANY, OR ITS END USERS' USE OF THE SERVICES, OR FROM THE INFERENCES DRAWN OR DECISIONS MADE BY CLIENT AS A RESULT OF ITS USE OF THE SERVICES.

1. DEFINITIONS

- 1.1 HIPAA** refers to the Administrative Simplification Provisions of Title II of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91, 42 U.S.C. 1301 et. seq.) and implementing regulations enacted by the United States Department of Health and Human Services (45 CFR Parts 160 through 164).
- 1.2 Patient(s)** are individuals enrolled in a health plan agency or receiving health care services directly from, or paid for by, Client or Providers.
- 1.3 Protected Health Information (PHI)** means individually identifiable information about the physical or mental health of any person or payment for physical or mental health services that is created by Client or received by Client from a third party, or created by Company on behalf of Client.
- 1.4 Standard Data Input File** means records provided to Company in the requested, standard format including but not limited to number of files, column header names and order, data types, field lengths, and identification of required versus optional data.
- 1.5 Subscription Services** refers to the Relias data analytics platform which provides predictive analyses, data aggregation, report generation, management measures and similar services as set forth in the accompanying Ordering Document(s).

2. USE RIGHTS

- 2.1 Ordering Document.** Each Ordering Document shall: (i) describe the Subscription Services and the covered Patient populations in sufficient detail to enable Company to determine the resources required to deliver Subscription Services to Client; (ii) identify any professional services to be provided, and fees to be paid for such services; (iii) identify project managers responsible for coordination of the efforts of Company and Client; (iv) state the responsibilities of Company and Client related to the provision of data and implementation of the Subscription Services; (v) establish milestones and a timetable for implementation of the Subscription Services; (vi) identify the Client Data required to enable Company to operate and perform the Subscription Services; and (vi) describe the compensation to be paid to Company for provision of the Subscription Services.
- 2.2 Modifications.** Company reserves the right to modify the manner in which it delivers Subscription Services from time to time, provided that such modifications shall not have a material impact on Company's delivery of the Subscription Services to Client pursuant to this Agreement and that Client is notified in advance of any such modifications.

3. DATA

- 3.1 Data Requirements.** Client shall provide Company all data necessary to perform the Subscription Services, which shall be detailed in the accompanying Ordering Document(s) (**Required Data**). All required Data will be delivered to Company as a Standard Data Input File. Client may provide Company data in a non-standard format for an additional fee in accordance with the Ordering Document. Required Data must include a roster of Users, including email addresses, identified to access data analytics information via Subscription Services, and may include some or all of the following data examples: (i) Patient data, (ii) claims data, (iii) Patient survey data, (iv) industry standards.
- 3.2 HIPAA Compliance.** The parties have entered a Business Associate Agreement that includes the terms and conditions required by the HIPAA Privacy and Security Rules (45 CFR Parts 160 – 164) (**BAA**). Company will not use or disclose PHI except as permitted by the BAA. The BAA is deemed incorporated into this Agreement by reference. As required by the BAA, Company will implement reasonable and appropriate administrative, technical, and physical safeguards of the confidentiality, integrity, and availability of PHI in a manner that is consistent with the standards and implementation specifications of HIPAA.

4. OWNERSHIP

- 4.1 Data Products.** Company shall own the Subscription Services and any modifications or customization of the Subscription Services, as well as any general analytic results, data products, or derivative works produced by Company in the process of rendering services to Client (collectively, the **Data Products**). Data Products shall be considered Company Intellectual Property and shall not be considered "work for hire" under copyright law.

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

MEETING DATE: July 21, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Behavioral Health
APPROVING PARTY: Lea Salas, Administrative Director
PHONE NUMBER: (530) 993-6746

AGENDA ITEM: Professional Services Agreement between Clean & Sober Recovery Services, Inc. and County of Sierra for Substance Abuse Detoxification and Recovery Home 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: 5680

AMOUNT: \$100,000.00 Annually

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

Memorandum

To: Sierra County Board of Supervisors
From: Lea Salas, Administrative Director
Reference: Agenda Item
Date of memo: July 14, 2020
Date of Board Meeting: July 21, 2020

Requested Action: Professional Services Agreement between Clean & Sober Recovery Services, Inc. and County of Sierra for Substance Abuse Detoxification and Recovery Home Services.

Mandated by: what authority?

Funding

Budgeted? Yes No

Revenue	\$100,000.00	Substance Abuse Block Grant and Behavioral Health Realignment
Expenses	\$100,000.00	Substance Abuse Block Grant and Behavioral Health Realignment
Difference	0	

Background Information: Clean & Sober Recovery Services provides Detoxification and Recovery Home services for Sierra County residents that have substance use disorders and meet the criteria for these levels of care.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: Sierra County would not meet state guidelines for providing these levels of care.

Clean & Sober Recover Services, Inc.

**AGREEMENT FOR
Detoxification
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

Clean & Sober Recovery Services, 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. The HIPAA Business Associates Agreement, Attachment F is incorporated by this reference.

7. DESIGNATED REPRESENTATIVES.

The Clinical Director of Sierra County Behavioral Health or his/her designee is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. John D. Perry, President 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

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, Board of Supervisors

JOHN D. PERRY
President

CONTRACTOR TAXPAYER I.D. NUMBER

(Taxpayer I.D. or Social Security No.)

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

DAVID PRENTICE
County Counsel

**ATTACHMENT A
SCOPE OF SERVICES AND DUTIES**

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 detoxification services to certain county residents who have been determined by authorized Sierra County Human Services staff, to be in need of treatment of chemical dependency.

Detoxification services are defined for the purpose of this contract as a peer group oriented, residential facility that provides food, shelter and certain services in a supportive substance free environment for the recovering individual.

The services include but are not limited to:

1. Room and board
2. Supervised care around the clock
3. Detoxification medication management
4. Group sessions oriented towards practical problems in social, occupational, residential and other areas
5. Individual counseling and support
6. Administrative services as required by State Guidelines

It is understood that the COUNTY of Sierra, Substance Use Disorder Program will pay for services provided to persons who have been screened, evaluated and for whom a rehabilitation plan has been developed, in accordance with this Agreement. The length of stay for clients will not exceed 15 days without written approval by authorized Sierra County personnel.

CONTRACTOR shall provide recovery home services to certain county residents who have been determined by authorized Sierra County Behavioral Health staff, to be in need of treatment of chemical dependency. Such services shall be provided in accordance with the Program Guidelines prepared by the California Department of Health Care Services.

Recovery Home services are defined for the purpose of this contract as a community based peer group oriented, residential facility which provides food, shelter and certain services in a supportive non-drinking or substance using environment for the recovering individual.

The services include but are not limited to:

1. Room and board
2. Group sessions oriented towards practical problems in social, occupational, residential and other areas
3. Individual counseling and support
4. Liaison on behalf of client in utilizing county and private services
5. Other program services in agreement with the purposes and standards as set forth by the California Department of Health Care Services Program Guidelines
6. Administrative services as required by the same State Guidelines

It is understood that the COUNTY of Sierra Substance Use Disorder Programs will pay for services provided to persons who have been screened, evaluated and for whom a rehabilitation plan has been developed, in accordance with this Agreement. It is further understood that the COUNTY will reimburse CONTRACTOR for medical treatment and/or prescriptions for those clients who are indigent and ineligible for Medi-Cal only with written prior authorization by the Behavioral Health Clinical Director or designated assistant.

CONTRACTOR also provides the following modules as outpatient care for those who are appropriate for that level of care and modality. The modules are in 8 to 12 week cycles. Clients will be encouraged to enroll in two modules at a time.

- Anger Management Group** – 12 sessions
- Gordon Graham, Breaking Employment Barriers** – 8 sessions
- Introduction to 12-Step Program** – 12 sessions
- Individual Sessions** – 12 sessions
- Processing Group** – 12 sessions
- Relapse Prevention** – 12 sessions

CONTRACTOR shall implement a process improvement project as outlined in the Network Improvement of Addiction Treatment (NIATx) Model, targeting at least one of the following four NIATx aims:

- Reduced waiting times
- Reduced no-shows
- Increase admissions
- Increased continuation in treatment

CLIENT RECORDS:

Contractor shall maintain adequate records on each individual client which 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 in reporting to the State Department of Health Care Services Programs, including records of client's interviews and progress notes. All records shall be retained by Contractor for ten (10) years or one (1) year beyond the client's reaching majority. These records will be maintained in the strictest confidence in accordance with Division 10.5 Section 11812 of the Health and Safety Code. County shall have access to Contractor client records at all times.

Contractor shall maintain complete financial records that clearly reflect the cost of each type of service for which payment is claimed. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of services rendered. The Contractor will retain all financial records for at least ten (10) years. County shall have access to these records.

The California Department of Health Care Services Programs, the Human Services Department within the County and/or their appropriate audit agencies shall have the right to inspect or otherwise evaluate the quality, appropriateness and timeliness of services performed and inspect any books and/or records of the Contractor which pertain to the terms and conditions of this Agreement.

A.2. TIME SERVICES RENDERED.

Services will be rendered during the contract period and as requested by authorized Sierra County personnel.

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. For each client, COUNTY shall pay CONTRACTOR a contract fee as follows for Detoxification services:

Stimulants 5 days / 4 nights (\$400 per night) = \$1,680.00
This detox will require a medical clearance \$80

* **Alcohol** 7 days / 6 nights (\$400 per night) = \$2,550.00
This detox will require a medical clearance \$150

* **Opiate** 14 days / 13 nights (\$400 per night) = \$5,350.00
This detox will require a medical clearance \$150

For each client, COUNTY shall pay CONTRACTOR a contract fee as follows for Recovery Home services:

Recovery Home Services \$180.00 per day, per client

*** The medical clearance fee covers an evaluation by an outside doctor to determine if the person is physically capable to detox and any medication they will prescribe the client in their detoxification.**

Contractor will only bill for the number of nights the client stays plus medical clearance, if required. No co payment will be required from Sierra County clients.

CONTRACTOR shall submit request 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 \$100,000.00 without an amendment to this Agreement approved by the Sierra County Board of Supervisors;

B.2 MILEAGE. N/A

B.3 TRAVEL COSTS. COUNTY will pay CONTRACTOR a flat fee of \$50.00 for each transport from Clean & Sober Recovery Services, Inc. to the facility in which the client has been authorized by Sierra County Personnel for treatment. In no event shall total compensation paid to CONTRACTOR under this Provision B.3 exceed \$500.00 without an amendment to the 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.

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	\$ 100,000.00
B.2	Mileage	N/A
B.3	Travel Costs	\$500.00
B.4	Authorization Required	N/A
B.5	Special Circumstances	N/A

MAXIMUM CONTRACT AMOUNT \$ 100,500.00

ATTACHMENT C

ADDITIONAL PROVISIONS

The treatment facility shall have the capability of entering treatment data pertaining to treatment provided to Sierra county residents at the facility into the State of California Department of Health Care Services Programs (DHCS) treatment data system. The treatment facility will enter all data pertaining to the client(s) treatment episode(s) into the CalOMS State of California Department of Health Care Services Programs (DHCS) treatment data system, in accordance with state requirements.

State Regulatory Requirements for Treatment Provider Contracts

Pursuant to the provisions of Title 9, Code of California Regulations (CCR) Section 9530 (n) the County is required to include the SACPA regulatory requirements in all treatment provider contracts. CONTRACTOR acknowledges and agrees that the following regulatory provisions apply to this Agreement.

Section 9530(f), and 9530(k)(2) Title 9, of the California Code of Regulations states:

- (f) “With the exception of specific requirements included in (g), (h) and (i) of this regulation, determination of allowable and allocable costs under the Act shall be made utilizing the guidelines contained in the Act and in cost principles published by the federal Office of Management and Budget (OMB). The county shall follow OMB Circular A-87, “Cost Principles of State, Local and Indian Tribal Governments. Public and Private contractors shall follow OMB Circular A-122, “Cost Principles for Non-Profit Organizations.”
- (k)(2) “The county shall monitor and document activities to ensure that funds are not used to supplant funds from any existing fund source or mechanism currently used to provide drug treatment services in the county.

Section 9532(b)(1), Title 9, of the California Code of Regulations states:

- (b)(1) “Drug treatment programs in which clients are placed shall assess fees toward cost of treatment based on their determination of a client’s ability to pay in accordance with Section 11991.5 of the Health and Safety Code. Such fees shall be deducted from the drug treatment program’s cost of providing services in accordance with health and Safety Code Section.

Section 9535(e), Title 9, of the California Code of Regulations states:

- (e) “The county shall retain all records documenting use of funds for a period of five years from the end of the fiscal year or until completion of the Department’s annual audit and resolution of any resulting audit issues if the audit is not resolved within 5 years.

Section 9545(a), 9545(b), 9545(d), 9545(e), 9545(g) and 9545(h) Title 9, of the California Code of Regulations states:

- (a) “Counties shall annually audit any public or private contractors with whom they have agreements and who expend \$300,000 or more in the funds to ensure compliance with the provisions of the Act, the requirements of this Chapter, and the county terms and conditions under which the funds were awarded. Counties may, at their discretion, conduct such audits, contract for the performance of such audits, or require the public or private contractors to obtain such audits.”
- (b) “The audit shall be conducted in accordance with generally accepted government auditing standards as described in “Government Auditing Standards (1994 Revision)”, published by the United States General Accounting Office by the Comptroller General of the United States.
- (d) “The written audit report shall establish whether the contractor expended funds in accordance with the provisions of the Act, the requirements of this Chapter, and the county terms and conditions under which the funds were awarded.
 - a. “When a county audit finds that a public or private contractor has misspent funds (Section 9530), the county shall demand repayment from the contractor in the amount of such audit findings and shall deposit the recovered funds into the count’s trust fund. Such recovery of funds shall be reported to the Department on the “Program Income” line of the AFSR (Form 10096, New 4/01), and the specific amount recovered shall be identified in the “Comments/Remarks” line on the same report. The county shall maintain an audit trail to identify the specific audit periods for which recoveries are reported.
- (g) “Notwithstanding subsection (a) of this regulation, any public or private contractor who is required to obtain a single audit pursuant to OMB Circular A-133 and who receives funding under the Act, shall ensure that the single audit addresses compliance with the requirements of the Act. The county may rely on the single audit as fulfilling its responsibilities in Section 9545(a).”
- (g) “Audit work papers supporting the reports shall be retained for a period of five years from the issuance of the audit report and the county shall make such work papers available to the Department upon request.

Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced, pursuant to this agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. §794 (d), and regulations implementing that as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104)

(g) Termination of certain grants, contracts and cooperative agreements The President shall ensure that any grant, contract, or cooperative agreement provided or entered into by a Federal department or agency under which funds are to be provided to a private entity, in whole or in part, shall include a condition that authorizes the department or agency to terminate the grant, contract, or cooperative agreement, or take any of the other remedial actions authorized under [section 7104b\(c\) of this title](#), without penalty, if the grantee or any subgrantee, or the contractor or any subcontractor, engages in, or uses labor recruiters, brokers, or other agents who engage in—

- (i) severe forms of trafficking in persons;

- (ii) the procurement of a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect;
- (iii) the use of forced labor in the performance of the grant, contract, or cooperative agreement; or
- (iv) acts that directly support or advance trafficking in persons, including the following acts:

Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents.

(II) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless—

(aa) exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant, contract, or cooperative agreement; or

(bb) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.

(III) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.

(IV) Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited.

(V) Providing or arranging housing that fails to meet the host country housing and safety standards.

Non-compliance with the Trafficking Victims Act of 2000 will result in immediate termination of the contract.

42 CFR 54 – Charitable Choice regulations applicable to States receiving Substance Abuse Prevention and Treatment Block Grants and/or Projects for Assistance in Transition from Homelessness Grants 54.1 - 54.13

54.9 Assurances and State oversight of the Charitable Choice requirements

In order to ensure that States receiving grant funding under the SAPT block grant and PATH formula grant programs comply with the SAMHSA Charitable Choice provisions and provide oversight of religious organizations that provide substance abuse services under such programs, States are required as part of their applications for funding to certify that they will comply with all of the requirements of such provisions and the implementing regulations under this part, and that they will provide such oversight of religious organizations.

54.12 Treatment of intermediate organizations.

If a nongovernmental organization (referred to here as an "intermediate organization"), acting under a contract or other agreement with the Federal Government or a State or local government, is given the authority under the contract or agreement to select nongovernmental organizations to provide services under any applicable program, the intermediate organization shall have the same duties under this part as the government. The intermediate organization retains all other rights of a nongovernmental organization under this part and the SAMHSA Charitable Choice provisions.

Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

Debarment and Suspension

Contractor shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

Restriction on Distribution of Sterile Needles

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA.

- A. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

B. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

C. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

D. Intravenous Drug Use (IVDU) Treatment

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e))).

E. Tuberculosis Treatment

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.
2. Reduce barriers to patients' accepting TB treatment.
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

F. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239.

G. Perinatal Services Network Guidelines

Contractor must comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines. The Contractor must comply with the current version of these guidelines until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services Network Guidelines into this Contract shall not require a formal amendment.

H. Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractor certifies 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 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

I. Nondiscrimination in Employment and Services

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

J. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

K. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

L. Additional Contract Restrictions

1. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

M. Information Access for Individuals with Limited English Proficiency

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

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":
Board of Supervisors
County of Sierra
Post Office Drawer D
Downieville, CA 95936

With a copy to:
Sierra County Human Services
P.O. Box 265
Loyalton, CA 96118

If to "CONTRACTOR":

Clean & Sober Recovery Services, Inc.
5820 Chestnut Avenue
Orangevale, CA 95662

Phone: (916) 990-0190

**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 Clean and Sober Recovery, a California Nonprofit Corporation (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 sub Agreementor'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 not 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: Department of Health and Human Services
P.O. Box 265
Loyalton, CA 96118

To Contractor: Clean & Sober Recovery Services, Inc.
5820 Chestnut Avenue
Orangevale, CA 95628

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

“COUNTY”

“CONTRACTOR”

COUNTY OF SIERRA

Jim Beard, Chairman
Sierra County Board of Supervisors

John Perry, President

(Taxpayer I.D. or Social Security No.)

ATTEST:

APPROVED AS TO FORM:

Heather Foster
Clerk of the Board

David Prentice
County Counsel

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

MEETING DATE: July 21, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
---------------------------------------	---

DEPARTMENT: Public Health
APPROVING PARTY: Vickie Clark, Director
PHONE NUMBER: (530) 993-6700

AGENDA ITEM: Grant Agreement County Medical Services Program (CMSP) Governing Board COVID-19 Emergency Response Grant (CERG) Program between County Medical Services Program Governing Board and Sierra County Public Health

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: \$99,309.00 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

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> 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: July 10, 2020

Date of Board Meeting: July 21, 2020

Requested Action: Grant Agreement County Medical Services Program (CMSP) Governing Board COVID-19 Emergency Response Grant (CERG) Program between County Medical Services Program Governing Board and Sierra County Public Health

Mandated by:

Funding

Budgeted? YesX No

Revenue	\$99,309.00	CMSP COVID-19 Response Grant (CERG)
Expenses	\$99,309.00	CMSP COVID-19 Response Grant (CERG)
Difference	0	

Background Information:

The CMSP Governing Board seeks to support CMSP counties in responding to the COVID-19 pandemic emergency through the provision of funding to expand the delivery of services that support local preparedness, containment, recovery and response activities in CMSP counties affected by the novel coronavirus. The COVID-19 Emergency Response Grant (CERG) is intended to assist CMSP counties in addressing the needs of various low-income populations with or at-risk of COVID-19 conditions.

Sierra County submitted an application and was approved and awarded \$99,309.00 for one year.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: Sierra County would not receive this funding.

GRANT AGREEMENT
COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD
COVID-19 EMERGENCY RESPONSE GRANT PROGRAM

between

COUNTY MEDICAL SERVICES PROGRAM
GOVERNING BOARD
("Board")

and

SIERRA COUNTY PUBLIC HEALTH
("Grantee")

Effective as of:
July 15, 2020

GRANT AGREEMENT

COUNTY MEDICAL SERVICES PROGRAM

COVID-19 EMERGENCY RESPONSE GRANT PROGRAM (CERG)

This Grant Agreement ("Agreement") is by and between the County Medical Services Program Governing Board ("Board") and the County Medical Services Program ("CMSP") participating county on Exhibit A ("Grantee").

A. Conditions of disaster or of extreme peril to the health and safety of persons and property have arisen both internationally and within the United States as a result of the introduction of the novel coronavirus ("COVID-19"), a novel communicable disease which led to California Governor Gavin Newsom, to proclaim a State of Emergency for California on March 4, 2020.

B. In response to the COVID-19 pandemic, on April 2, 2020, the Board adopted Resolution 2020-1, declaring the existence of a local emergency as a result of COVID-19 and directing the Board staff to take necessary steps to assist with the protection of life, health and safety.

C. On April 2, 2020, in response to this emergency, the Board approved the funding of the COVID-19 Emergency Response Grant (CERG) Program (the "Pilot Project") for the benefit of participating CMSP counties in accordance with the terms of its Request for Applications for the COVID-19 Emergency Response Grant Program in the form attached as Exhibit B ("RFA").

D. Grantee submitted an Application ("Application") for the Pilot Project in the form attached as Exhibit C (the "Project").

E. Subject to the availability of Board funds, the Board desires to award funds to the Grantee for performance of the Project.

The Board and Grantee agree as follows:

1. Project. Grantee shall perform the Project in accordance with the terms of the RFA and the Application. Should there be a conflict between the RFA and the Application, the RFA shall control unless otherwise specified in this Agreement.

2. Grant Funds.

A. Payment. Subject to the availability of Board funds, the Board shall pay Grantee the amounts in the time periods specified in Exhibit A ("Grant Funds") within thirty (30) calendar days of the Board's receipt of an invoice from Grantee for the Project, as described in Exhibit A. Neither the Board nor CMSP shall be responsible for funding additional Project costs, any future COVID-19 Emergency Response Grant Program, any Pilot Projects or any services provided outside the scope of the Pilot Project.

B. Refund. If Grantee does not spend the entire Grant Funds for performance of the Project within the term of this Agreement, then Grantee shall refund to the Board any unused Grant Funds no later than ninety (90) days after the one (1) year anniversary of the Effective Date.

C. Possible Reduction in Amount. The Board may, within its sole discretion, reduce any Grant Funds that have not yet been paid by the Board to Grantee if Grantee does not demonstrate compliance with the use of Grant Funds as set forth in Section 2.D, below. The Board's determination of a reduction, if any, of Grant Funds shall be final.

D. Use of Grant Funds. As a condition of receiving the Grant Funds, Grantee shall use the Grant Funds solely for the purpose of performance of the Project, and shall not use the Grant Funds to fund Grantee's administrative and/or overhead costs; provided, however, an amount of the Grant Funds equal to or less than fifteen percent (15%) of the total Project expenditures may be used to fund Grantee's administrative and/or overhead expenses directly attributed to the Project. Grantee shall provide Board with reasonable proof that Grantee has dedicated the Grant Funds to the Project. Grantee shall refund to the Board any Grant Funds not fully dedicated to the Project no later than ninety (90) days after the one (1) year anniversary of the Effective Date.

E. Coordination of Funds. The Grantee is not required to provide in kind and/or matching funds for receipt of Grant Funds but Grantee shall take appropriate and necessary steps to coordinate the use and expenditure of Grant Funds with other funds Grantee may receive through federal, state, or other allocations provided to address the COVID-19 pandemic for emergency response, preparedness, and support for at-risk populations, including but not limited to persons that are homeless. Such coordination shall be required so that Grant Funds and funds from other sources are utilized by Grantee in a manner that maximizes the potential scope and reach of Grantee's efforts to combat the COVID-19 pandemic and thereby maximizes the effectiveness of the Pilot Project.

3. Grantee Data Sheet. Grantee shall complete and execute the Grantee Data Sheet attached as Exhibit D ("Grantee Data Sheet"). Board may, within its sole discretion, demand repayment of any Grant Funds from Grantee should any of the information contained on the Grantee Data Sheet not be true, correct or complete.

4. Board's Ownership of Personal Property. If Grantee's Application anticipates the purchase of personal property such as computer equipment or computer software with Grant Funds, then this personal property shall be purchased in Grantee's name and shall be dedicated exclusively to the Grantee's health care or administrative purposes. If the personal property will no longer be used exclusively for the Grantee's health care or administrative purposes, then Grantee shall, immediately upon the change of use, pay to the Board the fair market value of the personal property at the time of the change of use. After this payment, Grantee may either keep or dispose of the personal property. Grantee shall list all personal property to be purchased with Grant Funds on Exhibit A. This paragraph 4 shall survive the termination or expiration of this Agreement.

5. Authorization. Grantee represents and warrants that this Agreement has been duly authorized by Grantee's agency submitting the Application (the "Applicant") and the person executing this Agreement is duly authorized by the Applicant to execute this Agreement on the Applicant's behalf. Grantee's County Administrative Officer or his/her designee ("CAO") shall also execute this Agreement on Grantee's behalf. In addition, Grantee shall seek Grantee's board of supervisor's approval or ratification of this Agreement and the execution by the CAO and the Applicant within sixty (60) days of the Effective Date. Should this Agreement and the execution of the CAO and the Applicant not be approved or ratified by Grantee's board of supervisors within such time, Board shall not provide, and shall not be obligated to provide, any additional funding under this Agreement for any reason unless Grantee provides Board with evidence acceptable to Board of Grantee's board of supervisor's approval or ratification before six (6) months after the Effective Date.

6. Interim and Final Progress and Project and Expenditure Reporting. Grantee shall provide an interim project and expenditure report ("Interim Report") and a final project and expenditure report ("Final Report") documenting the use of Grant Funds and such other matters as requested by the Board in a form specified by the Board. Grantee shall provide to Board the Interim Report no later than March 15, 2021. Grantee shall provide to Board the Final Report no later August 15, 2021.

7. Term. The term of this Agreement shall be from July 15, 2020 to January 14, 2022 unless otherwise extended in writing by mutual consent of the parties.

8. Termination. This Agreement may be terminated: (a) by mutual consent of the parties; (b) by either party upon thirty (30) days prior written notice of its intent to terminate; or, (c) by the Board immediately for Grantee's material failure to comply with the terms of this Agreement, including but not limited to the terms specified in paragraphs 2.D through E, 3, 4 5 and 6. Upon termination or expiration of the term, Grantee shall immediately refund any unused Grant Funds to the Board, and shall provide the Board with copies of any records generated by Grantee in performance of the Project and pursuant to the terms of this Agreement.

9. Costs. If any legal action or arbitration or other proceeding is brought to enforce the terms of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

10. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

11. Waiver. To be effective, the waiver of any provision or the waiver of the breach of any provision of this Agreement must be set forth specifically in writing and signed by the giving party. Any such waiver shall not operate or be deemed to be a waiver of any prior or future breach of such provision or of any other provision.

12. No Third-Party Beneficiaries. The obligations created by this Agreement shall be enforceable only by the parties hereto, and no provision of this Agreement is intended to, nor shall it be construed to, create any rights for the benefit of or be enforceable by any third party, including but not limited to any CMSP client.

13. Notices. Notices or other communications affecting the terms of this Agreement shall be in writing and shall be served personally or transmitted by first-class mail, postage prepaid. Notices shall be deemed received at the earlier of actual receipt or if mailed in accordance herewith, on the third (3rd) business day after mailing. Notice shall be directed to the parties at the addresses listed on Exhibit A, but each party may change its address by written notice given in accordance with this Section.

14. Amendment. All amendments must be agreed to in writing by Board and Grantee.

15. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties to it and their respective successors and assigns. Notwithstanding the foregoing, Grantee may not assign any rights or delegate any duties hereunder without receiving the prior written consent of Board.

16. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed by the laws of the State of California.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Dated effective July 15, 2020.

BOARD:
COUNTY MEDICAL SERVICES
PROGRAM GOVERNING BOARD

GRANTEE:
SIERRA COUNTY PUBLIC HEALTH
County Administrative Officer:

By: _____
Kari Brownstein, Administrative Officer

By: _____
Title: _____

Applicant:

By: _____
Title: _____

EXHIBIT A

GRANTEE: SIERRA COUNTY PUBLIC HEALTH

GRANT FUNDS:

Total Amount To Be Paid to Grantee under Agreement \$ 99,309

Amount to Be Paid Upon Execution Of This Agreement (07/15/20): \$49,655

Amount To Be Paid Following Receipt of Grantee's Interim Report
(03/15/21): \$39,724

Amount To Be Paid On Board's Determination and Acceptance of Grantee's Final Report
(08/15/21): \$9,930

If Funds will be Used to Purchase Personal Property, List Personal Property to be Purchased:

NOTICES:

Board:
County Medical Services Program Governing Board
Attn: Anna Allard, Grants Manager
1545 River Park Drive, Suite 435
Sacramento, CA 95815
(916) 649-2631 Ext. 120
(916) 649-2606 (facsimile)

Grantee:
Sierra County Public Health
Attn: Jim Beard, Chair
202 Front Street
Loyalton, CA, 96118

EXHIBIT B
REQUEST FOR APPLICATIONS
BOARD'S REQUEST FOR APPLICATIONS



COVID-19 Emergency Response Grant (CERG) Program REQUEST FOR APPLICATIONS

COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD

I. ABOUT THE COUNTY MEDICAL SERVICES PROGRAM

The County Medical Services Program (CMSP) was established in January 1983, when California law transferred responsibility for providing health care services to indigent adults from the State of California to California counties. This law provided counties with a population of 300,000 or fewer with the option of contracting back with the California Department of Health Services (DHS) to provide health care services to indigent adults.

In April 1995, California law was amended to establish the County Medical Services Program Governing Board (Governing Board) to govern and oversee CMSP. The Governing Board is composed of ten county officials and one ex-officio representative of the Secretary of the California Health and Human Services Agency. The Governing Board sets overall program and fiscal policy for CMSP for the thirty-five California counties that participate in CMSP (CMSP county). CMSP is funded by State Program Realignment revenue (sales tax and vehicle license fees) and County Participation Fees.

The Governing Board operates two benefit programs: CMSP and the Path to Health Pilot Project. CMSP members are medically indigent adults, ages 21 through 64, who are residents of a CMSP county, have incomes less than or equal to 300% of the Federal Poverty Level, and are not eligible for Medi-Cal or Covered California. Path to Health Pilot Project members are undocumented CMSP county residents, ages 26 and older, that are not otherwise eligible for CMSP and are eligible for and enrolled in emergency medical services (restricted scope) under the Medi-Cal program. Beyond CMSP Path to Health, the Governing Board operates various pilot projects and grant programs.

II. ABOUT THE CMSP COVID-19 EMERGENCY RESPONSE GRANT

The CMSP Governing Board seeks to support CMSP counties in responding to the COVID-19 pandemic emergency through the provision of funding to expand the delivery of services that support local preparedness, containment, recovery and response activities in CMSP counties affected by the novel coronavirus. The COVID-19 Emergency Response Grant (CERG) is intended to assist CMSP counties in addressing the needs of various low-income populations with or at-risk of COVID-19 conditions. Applications will be accepted starting April 10, 2020 and no later than August 31, 2020 and awards will be made on a rolling basis.

Examples of emergent needs that could be funded include:

1. Personal Protection Equipment (PPE), Healthcare Equipment and Supplies:

This includes items such as facemasks, gowns, hand sanitizer, and similar supplies

and equipment needed to assist public employees, local health care providers, non-profit human services providers, and first-responders in responding to the COVID-19 pandemic.

2. **Supportive Quarantine Services:** This includes items such as hotel vouchers, rent coverage, food, and personal hygiene supplies for uninsured or underserved populations.
3. **Public Employees Needed for Emergency Response:** This includes salary and fringe benefits for existing employees or new limited-term employees of CMSP county public health, health care, and behavioral health departments required to support and provide assistance to low-income individuals affected by the COVID-19 pandemic.
4. **Non-Profit Human Services Providers Needed for Emergency Response:** This includes community-based non-profit organizations providing emergency support to low-income individuals affected by the COVID-19 pandemic, including salaries and fringe benefits for existing or new limited-term employees.
5. **Public Information and Outreach:** This includes development of public messaging regarding COVID-19 services and emergency response, including radio, print, digital and other means of communication.

III. TARGET POPULATIONS

The target populations for CERG funding must focus on one or more of the following population groups within a CMSP county:

1. Uninsured and/or underinsured low-income adult residents seeking health care services and supports in response to COVID-19 conditions;
2. Specific low-income population groups in the county, including adults, identified as most at risk of COVID-19 conditions based upon current county data on risk and need;
3. Publicly supported low-income adult populations, including those on CMSP, Path to Health, Medi-Cal and/or Medicare, seeking health care services and supports in response to COVID-19 conditions;
4. Low-income adult residents with existing health or behavioral health conditions that have housing and/or transportation challenges that impede their ability to obtain necessary health care services and/or necessary shelter to address COVID-19 conditions.

IV. APPLICANT ELIGIBILITY

Lead Agency Applicant Requirements

COVID-19 Emergency Response Grants shall be focused within each CMSP County. They may focus on one geographic region of a county or operate countywide. The 35 CMSP counties are listed in [APPENDIX A](#).

Only **one** application will be considered from each CMSP County.

The Lead Agency Applicant shall be limited to one of the following CMSP county agencies: County Health and Human Services Agency, County Health Department, County Public Health Department or County Office of Emergency Services.

V. PROGRAM TIMELINE

The CERG program shall provide grant funding for a 12-month period. The following timeline shall guide the program:

04/03/2020	CERG Request for Applications (RFA) Released
04/08/2020	1 st CERG RFA Assistance Webinar at 10:00 AM
04/09/2020	2 nd CERG RFA Assistance Webinar at 2:00 PM
04/10/2020	CERG Grant Program Applications Accepted (begins)
04/17/2020	Approval of CERG Applications Begins (rolling basis) and Grant Awards Announced (by email and posted on CMSP website)
04/20/2020	Execution of Grant Award Agreements Begins (rolling basis)
08/31/2020	Final Date for Submission of CERG Applications (ends)
11/20/2020	Sixth-Month Grant Progress/Expenditure Reports Due (rolling basis)
05/30/2021	County Project and Expenditure Reports Due (rolling basis after 12 months following execution of Grant Award Agreement)

VI. FUNDING AWARDS

The Governing Board, within its sole discretion, may provide funding to counties participating in CMSP for the COVID-19 Emergency Response Grant activities described in this RFA. As approved by the Governing Board on April 2, 2020 the maximum amount of funding available to each participating CMSP County is presented in [APPENDIX A](#). Further, the Governing Board, within its sole discretion, may release all or some portion of the amounts presented in [APPENDIX A](#). Total funding provided by the Governing Board for the COVID-19 Emergency Response Grant Program may equal up to \$10,145,976 for a 12-month grant period.

Unless otherwise determined by the Governing Board, following the Governing Board's approval of a county's COVID-19 Emergency Response Grant Program Application, the CMSP County will receive a total 12-month allocation. One-half (50%) of that amount will be allocated immediately upon execution of the CERG Agreement; forty-percent (40%) will be allocated six months from the Agreement execution date, provided the County submits a required Progress and Expenditure Report; and, ten percent (10%) will be allocated upon receipt of the County's final Project and Expenditure Report. Please refer to [APPENDIX B](#) for allowable and unallowable grant expenses.

VII. FUNDING AWARD DETERMINATION

The Governing Board shall have sole discretion on whether to award funding for a COVID-19 Emergency Response Grant. CERG program applications shall be reviewed to assure that the projects meet necessary standards for receipt of the COVID-19 Emergency Response Grant funding. CERG program applications will be reviewed for completeness in the following areas:

1. Summary of Proposed Grant Funded Activities
 - Description of specific needs to be addressed with grant funding
 - Description of target populations to be served
 - Description of anticipated organizations that will receive funding: eligible county departments and non-profit organizations
 - Description of anticipated services, staff and/or supplies that will be provided by each organization that receives funding (either directly or through subcontract)
2. Budget Request
 - Description of initial proposed use of Grant funds for services, staff and supplies and expected outcomes for each type of expenditure
 - Description of other anticipated COVID-19 funding sources, identified gaps, and coordination of funds
 - Budget (in accordance with the Budget template, [APPENDIX E](#))
3. Data Collection
 - Description of expected data to be collected to demonstrate impact of services provided

VIII. APPLICATION ASSISTANCE

A. RFA Assistance Webinars

To assist CMSP counties, Governing Board staff will conduct four RFA assistance webinars on the following dates and times:

Wednesday, April 8, 2020 at 10:00 AM

Zoom Link:

<https://zoom.us/j/778287474?pwd=ZEkyNGJWYWdsa0VUZ1I2SGFsQ21DZz09>

Zoom Meeting Number: 778 287 474

Zoom Password: 240783

Thursday, April 9, 2020 at 2:00 PM

Zoom Link:

<https://zoom.us/j/243212084?pwd=VHA4TzNqYkVOZUtUOWgxa2RJK2xyZz09>

Zoom Meeting Number: 243 212 084

Zoom Password: 190295

Wednesday, May 13, 2020 at 10:00 AM

Zoom Link:

<https://zoom.us/j/97205692455?pwd=T1NTbINISHBBekRvYUUXSjFIUkwzZz09>

Zoom Meeting Number: 972 0569 2455

Zoom Password: 464097

Wednesday, June 3, 2020 at 1:00 PM

Zoom Link:

<https://zoom.us/j/98391210838?pwd=czN0WFVSR2lkVnpsbnQrU1RMZXJGdz09>

Zoom Meeting Number: 983 9121 0838

Zoom Password: 812160

Applicants are encouraged to bring any questions they have regarding the CERG Program requirements and the application process to these webinars.

B. Frequently Asked Questions (FAQ)

Once the application process gets underway, questions that are received by the Governing Board will be given written answers and these questions and answers will be organized into a Frequently Asked Questions (FAQ) document that will be posted on the Governing Board's website under the [COVID-19 Emergency Response Grant Program website page](#).

C. Contact Information

Please direct any questions regarding the RFA to Anna Allard, Grants Manager at aallard@cmspcounties.org or by phone at 916-649-2631 x120.

IX. APPLICATION INSTRUCTIONS & REQUIREMENTS

- A. Applications may be submitted beginning April 10, 2020 through August 31, 2020 at 5:00 PM PST.
- B. Submit all applications via email to grants@cmspcounties.org. Please include the "County name" and "CERG Application" in the subject line of the email.
- C. All applications must be complete at the time of submission and must use the required forms provided. The required forms are available for download on the [COVID-19 Emergency Response Grant Program website page](#).
 - 1. Completed [CERG Cover Sheet \(APPENDIX C\)](#). The cover sheet must be signed by the Applicant Agency and by the County Administrative Officer, or their designee, of the County requesting the CERG.

- i. Please include a PDF of the signed version of the CERG Cover Sheet ([APPENDIX C](#)).
 - ii. Please also include an Excel file of the unsigned version of the CERG Cover Sheet ([APPENDIX C](#)).
 2. Completed [CERG Request Form \(APPENDIX D\)](#).
 3. Completed [CERG Budget Template \(APPENDIX E\)](#). Funding requests must not exceed the maximum funding amount for each CMSP county listed within [APPENDIX A](#). Proposed expenditures must be in alignment with the allowable uses of grant funds listed in [APPENDIX B](#). Administrative and/or overhead expenses cannot equal more than 15% of the total project expenditures.
- D. Do not provide any materials that are not requested, as reviewers will not consider the materials.
- E. Only **one** application will be considered from each CMSP County.

X. APPENDICES

[APPENDIX A: Maximum Funding Amount by CMSP County](#)

[APPENDIX B: Allowable Use of Grant Funds](#)

[APPENDIX C: CERG Cover Sheet](#)

[APPENDIX D: CERG Request Form](#)

[APPENDIX E: CERG Budget Template](#)

EXHIBIT C
APPLICATION
GRANTEE'S APPLICATION

APPENDIX C: COVER SHEET
CMSP COVID-19 EMERGENCY RESPONSE GRANT (CERG) PROGRAM

1. CMSP County to Be Served: Sierra County

2. Funding Request:
Requested Amount : \$100,000

3. Lead Agency Applicant:

Organization: Sierra County Public Health Tax ID Number: _____
Applicant's Director: Vickie Clark
Title: Director
Address: 202 Front Street
City: Loyalton State: CA Zip Code: 96118 County: Sierra
Telephone: 530-993-6707 Fax: 530-993-6767
Email address: _____

4. Primary Contact Person (*Serves as lead contact for the project*):

Name: Vickie Clark
Title: Director
Organization : Sierra County Public Health
Address: 202 Front Street
City: Loyalton State: CA Zip Code: 96118 County: Sierra
Telephone: 530-993-6707 Fax: 530-993-6790
Email address: _____

5. Secondary Contact Person (*Serves as alternate contact*):

Name: Jessica Harris
Title: Public Health Program Manager
Organization : Sierra County Public Health
Address: 202 Front Street
City: Loyalton State: CA Zip Code: 96118 County: Sierra
Telephone: 530-993-6709 Fax: 530-993-6790
Email address: _____

6. Financial Officer (*Serves as Fiscal representative for the project*):

Name: Shawna Graves
Title: Public Health Accounting Tech
Organization : Sierra County Public Health
Address: 202 Front Street
City: Loyalton State: CA Zip Code: 96118 County: Sierra
Telephone: 530-993-6734 Fax: 530-993-6790
Email address: sgraves@sierracounty.ca.gov

CMSP COVID-19 Emergency Response Grant (CERG) Program

Agreement:

By submitting this application for CMSP COVID-19 Emergency Response Grant, the applicant signifies acceptance of the applicant's responsibility to comply with all requirements stated in the Request for application (RFA) authorized by the County Medical Services Program Governing Board (Governing Board). Further, the applicant understands that should the Governing Board award grant funding to the applicant, the Governing Board is not obligated to fund the grant until the applicant submits the correct and complete documents as required for the grant agreement; the Governing Board is otherwise satisfied that the applicant has fully met all Governing Board requirements for receipt of grant funding; and the grant agreement between the Governing Board and the applicant has been fully executed. The Governing Board shall have sole discretion on whether or not to award grant funding of any amount of the applicant.

I declare that I am the authorized representative of the applicant described herein. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Cover Sheet and the attached response to the CMSP COVID-19 Emergency Response Grant is true and correct.

County Administrative Officer

Signature: _____ **Date:** _____
Name: _____
Title: _____
Organization: _____
Address: _____
City: _____ State: _____ Zip Code: _____ County: _____
Telephone: _____ Fax: _____
Email address: _____

Lead Agency Director

Signature: _____ **Date:** _____
Name: Vickie Clark
Title: Director
Organization: Sierra County Public Health
Address: 202 Front Street
City: Loyalton State: CA Zip Code: 96118 County: Sierra
Telephone: 530-993-6707 Fax: 530-993-6767
Email address: vclark@sierracounty.ca.gov

APPENDIX D: REQUEST FORM
CMSP COVID-19 EMERGENCY RESPONSE GRANT (CERG) PROGRAM

1) COUNTY NAME: Sierra County

2) TARGET POPULATION:

- a. Please indicate below which one or more target population(s) the CMSP COVID-19 Emergency Response Grant Program will be focused on by **placing an X** next to the corresponding target population(s).:
- Uninsured and/or underinsured low-income adult county residents seeking health care services and supports in response to COVID-19 conditions;
 - Specific low-income population groups in the county identified as most at risk of COVID-19 conditions based upon current data on risk and need;
 - Publicly supported populations, including those on CMSP, Path to Health, Medi-Cal and/or Medicare, seeking health care services and supports in response to COVID-19 conditions;
 - Low-income adult residents with existing health or behavioral health conditions that have housing and/or transportation challenges that impede their ability to obtain necessary health care services to address COVID-19 conditions.

b. Please briefly describe each of the target populations you have identified and the services or interventions that will be supported with CERG funding to address the needs of each of these target populations.

Uninsured and/or Underinsured Low-Income Adults:

In Sierra County, about 7% of people under age 65 do not have health insurance; we are confident that this number has increased due to economic instability and occupational layoffs. Additionally, prior to the State restrictions implemented for the pandemic, Sierra County had a civilian unemployment rate of 4%. Sierra County began this health emergency with a 13.3% poverty rate which we expect has jumped to more like a 40-50% poverty rate. Anticipated efforts to aid this population are:

- Provide care for COVID-19 patients by improving access to hotel rooms for self-isolation, health care, PPE, and essential services and supplies.*
- Prevent/limit exposure to COVID-19 by improving access to hotel rooms for self-quarantine, health care, PPE, and basic needs essential services and supplies.*
- Provide basic needs and wrap around services for those isolated with limited access to resources*
- Work with organizations like CA Workforce Alliance to contract needed positions in the county to continue to provide essential services: cleaning and disinfecting workers, pick-up and delivery services, and extra help for the county, etc.*
- Transportation of this target population to care and/or alternative housing options (i.e. hotels).*

Strategies around supportive quarantine –

Education and outreach to all lodging operations in Sierra County (21) - complete

Inventory of lodging operations willing to consider alternative housing options for our low-income, higher risk populations – complete

Inventory of supportive services – complete

Identify supportive services gaps and explore options – in process.

Secure resources to fill gaps – in process

Provide updated guidance and education to lodging operators - ongoing

Create MOU's with lodging operators – in process

Create Roles and Responsibilities Agreement - in process

- *Link populations to health services, including mental health services, warm lines, supportive care and assisting people with assistance applications.*

Strategies around resource linkage –

Education and outreach efforts on our website

Collaborative referrals between interagency departments and community health and human service providers

- *Provide support for the expanded food and meal delivery and pick up services being provided by partner organizations.*

Strategies around expanded meal delivery -

Subcontract with the Loyaltan Senior Center to provide delivered meals to the Seniors and other shut in vulnerable populations. They also support the local food banks.

- *Utilize funds for media that can inform this population of new benefits, health measures, corona virus guidance, programming and assistance available in the county.*

Strategies around media outreach –

As the COVID-19 “Road Map” and guidance expands we would like to explore expanding education and outreach efforts that might include signage, postal mailing

Capacity to replace equipment being utilized for printing and laminating if needed.

Explore equipment purchase for producing educational videos.

Publicly Supported Populations

We are experiencing a more than double increase of applications for public assistance in just the first month since the Governor's executive orders. Our tiny frontier county has very limited resources to meet the health and medical needs of our under 3000 residents. We have no hospital and no pharmacy; two very small clinics provide part time hours and are operated by outside county medical organizations as satellite offices; and there is one skilled nursing facility. That said, we are preparing to aide and assist our low income citizens and the COVID-19 response workforce to;

- Provide care for COVID-19 patients by improving access to hotel rooms for self-isolation, health care, PPE, and essential services and supplies.*
- Prevent/limit exposure to COVID-19 by improving access to hotel rooms for self-quarantine, health care, PPE, and basic needs essential services and supplies.*
- Provide basic needs and wrap around services for those isolated with limited access to resources.*
- Work with organizations like CA Workforce Alliance to contract needed positions in the county to continue to provide essential services: cleaning and disinfecting workers, pick-up and delivery services, and extra help for the county, etc.*
- Transportation of this target population to care and/or alternative housing options (i.e. hotels).*

Strategies around supportive quarantine –

Education and outreach to all lodging operations in Sierra County (21) - complete

Inventory of lodging operations willing to consider alternative housing options for our low-come, higher risk populations – complete

Inventory or supportive services – complete

Identify supportive services gaps and explore options – in process.

Secure resources to fill gaps – in process

Provide updated guidance and education to lodging operators - ongoing

Create MOU's with lodging operators – in process

- Link populations to health services, including mental health services, warm lines, supportive care and assisting people with assistance applications.*

Strategies around resource linkage –

Education and outreach efforts on our website

Collaborative referrals between interagency departments and community health and human service providers

- Provide support for the expanded food and meal delivery and pick up services being provided by partner organizations.*

Strategies around expanded meal delivery -

Subcontract with the Loyaltan Senior Center to provide delivered meals to the

Seniors and other shut in vulnerable populations. They also support the local food banks.

- *Utilize funds for media that can inform this population of new benefits, health measures, corona virus guidance, programming and assistance available in the county.*

Strategies around media outreach –

As the COVID-19 “Road Map” and guidance expands we would like to explore expanding education and outreach efforts that might include signage, postal mailing

Capacity to replace equipment being utilized for printing and lamenating if needed.

Explore equipment purchase for producing educational videos.

Currently, between the two populations, we will assist approximately 200 people being impacted through the COVID-19 “Stay at Home” orders and protective measures being taken to protect our vulnerable populations.. We are gearing up for the capacity to serve another 25 - 50 should we experience positive COVID-19 cases. Public Education and outreach efforts are reaching our entire population of approximately 3200 people.

3) PROPOSED PARTNER ORGANIZATIONS

Please describe the anticipated organizations that will receive CERG funding including eligible county departments and non-profit organizations.

Sierra County collaboratively works to meet the needs of our target populations through Public Health, Social Services, Behavioral Health, Office of Emergency Services, Sheriff’s Office and Community Providers such as our Family Resource Center, Senior Center, Schools, Lodging operators, and others.

Referrals for services, sharing of resources, education and training are shared between Sierra County Health and Human Services agencies (Behavioral Health, Public Health, Social Services) and other county offices such as the Sheriff’s Office, Office of Emergency Services and Probation. The collaboration extends to our community partners as well to include our Family Resource Center, the Loyalton Senior Center, the Loyalton Skilled Nursing Facility, Eastern Plumas Health Care, Western Sierra Medical Clinic, the schools, and Alliance for Workforce Development. None of us can manage without the collaboration and sharing.

As noted above, lodging operators have been surveyed and met with individually and through a Webex meeting. A Memorandum of Understanding is in draft form to be reviewed by County Counsel for approval for each operator that may provide alternative housing or supportive quarantine. Two weekly lodging vouchers will be used for the 14 day quarantine period as outlined in the agreement and supported by the lodging operator’s rate schedule. Our lodging operations are very small. It is our goal to keep the process as simple as possible for them.

We anticipate using CERG funds for a sub-contract between Public Health and the Loyaltan Senior Center for the provision of meals and food bank activities for our target populations. They will invoice us and provide the appropriate back up documentation for expenses incurred to the cost of food, staffing, and delivery costs above what their current budget can sustain due to the increased needs caused by COVID-19.

4) BUDGET REQUEST

- a. Applicants are required to complete and submit APPENDIX E: CERG Budget Template.
- b. Describe other anticipated COVID-19 funding sources, identified gaps, and how CERG funds will be coordinated with other efforts.
Sierra County will leverage funding sources through Public Health the Office of Emergency Services, FEMA, Behavioral Health, Social Services, and others.

The CERG funding will be used to fill the gaps and possibly provide match to other funding stream restrictions and/or limitations. Some staff have been pulled off of grants in order to provide COVID-19 response. This funding can assist with covering those costs.

Hotel expenses can be shared with Behavioral Health when serving the homeless population with mental health needs. CERG funding will fill gaps for those not meeting the severely mentally ill definition and those ancillary services not covered through the Behavioral Health or other Social Services funding streams. Those could include meals, laundry, cleaning, medication pick up, and PPE needs for clients and/or lodging staff. We are working with Workforce Alliance for staffing for some of these services. When they are unable to fill positions we will consider utilizing volunteers where appropriate or Public Health, Social Services and Behavioral Health staff that this funding my help to offset.

Public Health funding is meeting most of our public education and outreach activities for the COVID-19 Health Emergency. We are taxing our equipment and supplies quickly. CERG funding my be used to enhance our efforts to do a postal mailer, create a video, and/or create materials for the schools and other non-profit health and human services agencies.

Food banks' usage has almost tripled over the past two months. The Senior Center began delivering meals to an expanded population in order to keep our vulnerable populations away from congregate settings. The CERG funding will help to cover the excess expenses for food preparation, packaging, drivers, and food that are not covered through currently budgeted sources such as the Area Agency on Aging and FEMA.

When Medi-Cal or other funding cannot be accessed for transportation, CERG funding may be used to cover gas and staffing time to either help a client access medical care and/or medications/medical supplies as well access to lodging for supportive quarantine services.

- c. Describe the proposed use of CERG funds for services, staff and supplies and expected outcomes in the six (6) categories provided below. If no activities are proposed for a specific category, please write "CERG funds are not requested". Proposed expenditures must be in alignment with the allowable uses of grant funds listed in APPENDIX B.

Personal Protection Equipment (PPE), Healthcare Equipment and Supplies:

This includes items such as facemasks, gowns, hand sanitizer, and similar supplies and equipment needed to

assist public employees, local health care providers, non-profit human services providers, and first-responders in responding to the COVID-19 pandemic.

Current PPE needs for Sierra County are mostly met. We are utilizing our Medical Health Operational Area Coordination (MHOAC) to request those needs for our health care providers and Office of Emergency Services (OES) requests for county and public operations. Priority has been given to health care providers and emergency response workers. As with many small rural areas, we have very limited number of sample collection kits at this time. We anticipate needs for other essential workforce such as child care providers, grocery workers, takeout food facilities, school lunch personnel, transportation services, Health and Human Service workers, etc. As we ramp up for supportive quarantine services we will need to be able to provide PPE to families, lodging staff, and ancillary service providers. This could include masks, face shields, gowns, gloves, hand sanitizer, and disinfectant and cleaning supplies. We are estimating costs associated with supportive quarantine for about 20 people for 14 days each.

Our goal is to assure that anyone who needs PPE to protect themselves and others will have easy, quick access to it.

Cost of PPE items varies widely depending on volume and supplier. I think our biggest concern is to be sure we have enough on hand in advance, as shortages seem to always occur during an event. For calculation purposes I've assigned number below.

Disposable surgical masks – Box of 50 \$40.00

Cloth face covers - \$5.00 each

Disposable gowns – Box of 50 \$50.00

Gloves – Boxes of 100 \$25.00 to \$35.00

Reusable Face shields - \$5.00 each

Reusable Googles - \$12.00 each

Rough estimates for Supportive Quarantine effort, which we are hoping is a little high so that we would have some flexibility to be able to provide PPE to some of our community partners as well.

20 people utilizing hotel rooms for 14 days each (cloth masks) \$100

2 visitors per day between deliveries and/or support services (full PPE) \$2800

Daily lodging staff quick clean/delivery/pick-up (surgical masks/gloves) \$350

Three days a week lodging staff deep clean (PPE and cleaning supplies)\$1000

Rough Estimate Total = \$4250

Supportive Quarantine Services:

This includes items such as hotel vouchers, rent coverage, food, and personal hygiene supplies for uninsured or underserved populations.

Due to our large numbers of low income individuals and families much of our housing infrastructure is compromised. For many, their current living arrangements are overcrowded and in such disrepair that their ability to exercise physical distancing and/or appropriate care for a COVID-19 positive patient will be impossible. We will need to provide supportive quarantine services through alternative housing for isolation and/or quarantine efforts. Those efforts will require lodging vouchers, food/meals, transportation, and personal hygiene supplies. We have confirmed access to about twenty hotel rooms across the county for an average cost of \$125 a night. We anticipate an average stay of 14 days for isolation or quarantine. We will plan on \$15 per day for a meal and supplement with other resources to provide additional meals. We will use CERG funds to assist with personal hygiene supplies and other personal items as needed.

Our goal is to quickly respond the needs of clients either diagnosed or exposed with Coronavirus by providing a safe and comfortable place for low income adults to isolate, quarantine and/or convalesce in order to decrease the transmission and spread of COVID-19.

Please include a list of all the services that will be provided to clients and a total summary of the proposed budget for these services. CMSP has provided a template to utilize below:

Lodging vouchers (@ 20 participants x 14 days x \$125 average per night)	\$_35,000__
Food/Meals (@ 20participants x 1meals x 14days x \$15cost)	\$_4200__
Transportation (@participants x #vouchers x cost)	\$__
Other PPE – please see item/cost/use info under 4.c, +	\$_4250_
Personal items, medical supplies, medications,	
And other incidentals for 20 participants X 14 days. Estimate	\$ 5,000
TOTAL	\$__48,450__

Public Employees Needed for Emergency Response:

This includes salary and fringe benefits for existing employees or new limited-term employees of CMSP county public health, health care, and behavioral health departments required to support and provide assistance to low-income individuals affected by the COVID-19 pandemic.

Sierra County’s health and human services staffing is small. This health emergency has required us to pull staff off of non-essential program efforts and into the fray of Coronavirus activities. Some programs will allow staffing costs to be absorbed and paid through their current budgeted programs and some will not. Public Health prevention programs have suspended program activities but are not able to allow long-term staffing costs for COVID-19 response. CERG funding will provide salary and fringe benefits for these employees.

Our goal is to have the flexibility to cover 10% to 20% of salary and fringe for two to three staff for two to three months spread out of the course of this grant.

For purposes of estimating for this grant, we used the Public Health Program Manager, Public Health Educator and Pubic Health Outreach Coordinator as positions that have been

pulled off of grant responsibilities from Tobacco Reduction and Oral Health quite a bit in order to support our County DOC and EOC roles with public outreach/media and logistics. The Program Manager has been serving as the coordinator and liaison between the county and the lodging operators for our supportive quarantine capacity building. The Educator and Coordinator have been used to create and distribute orders, press releases, educational materials, through all manner of media and electronic platforms. We used 20% of salary and fringe for a 3 month period for this estimate.

Jessica 20%- Salary \$2,945.76 - Benefits \$1,767.46 (benefits is depending on percentage in program)

Anne 20%- Salary \$3,225.24 – Benefits \$1,935.14 (benefits is depending on percentage in program)

Kylie 20%- Salary \$2,384.49 – Benefits \$1,430.69 (benefits is depending on percentage in program)

Please include a list of all employees' positions, salary/benefits, and percentage of time dedicated to the grant. CMSP has included a template to utilize below:

Program Manager(Jessica) (@ \$7,998.51 salary/benefits x 10% x 3 months) - \$2,399.55

Public Health Educator(Anne) (@ \$8,264.00 salary/benefits x 15% x 3 months) - \$3,718.80

Public Health Outreach Coordinator (Kylie) (@ \$6,861.73 salary/benefits x 15% x 3 months) - \$3,087.78

TOTAL: \$9,206.13

Non-Profit Human Services Providers Needed for Emergency Response:

This includes community-based non-profit organizations providing emergency support to low-income individuals affected by the COVID-19 pandemic, including salaries and fringe benefits for existing or new limited-term employees.

Our local Senior Centers have increased their meal delivery operations significantly to meet the new demands caused from the "Stay at Home" Coronavirus orders. These CERG funds will allow them to continue providing a nourishing meal to our vulnerable seniors and other isolated people. Additionally, funds may be used to assist the Commodity Food Distribution, Food Banks and/or other local food dispersal programs. Sub-contracted costs will include staff time, gas, supplies and food. The Senior Center reports needing \$10,000 for the east side of the county where about two thirds of the population resides and another \$5000 to assist the west of the county where smaller populations are much more spread out and isolated.

From the Loyalton Center -

Loyalton Senior Center began lunch delivery service only on March 16. Since that time, the number of meals served daily has increased over 40%. This is just in the Loyalton area; we have not yet identified participants in Sierraville, Sattley, and Calpine. Numbers could easily greatly increase. Working with APS, we just began sending 30 meals a week over to Downieville. That represents six individuals, five meals a week. This number is anticipated

to increase. Additionally, we have just been funded to serve breakfast as a second meal daily. To meet these needs, kitchen staff hours will need to be increased, delivery will be doubled, and resultant costs will be increased.

As the Western Sierra County Transportation service, Loyalton Senior Center provides rides to residents to doctor's appointments, to pick up prescriptions, and to shop for groceries. To ensure the health and safety of all participants, numbers of riders have been limited, which can increase the number of trips made to ensure social distancing. This is increasing costs of fuel, as well as drivers, and the scheduling of trips.

If the current restrictions on gathering continue as anticipated for the next six weeks, our budget needs are as follows:

Personnel:	\$6,750 (kitchen and drivers)
Food:	\$1,250
Fuel:	\$ 750
Utilities:	\$ 350
Advertising:	\$ 250
Total requested:	\$10,000

Our goal is that our partners will have the ability to provide meals and/or food to all of the vulnerable individuals who request the help. People making contact routinely with those isolated at home helps to identify needs before a crisis and keep people healthy and independent in their homes

Please describe how the \$15,000 requested for services in the budget template ties into the requests here.

We are requesting that \$15,000 be contracted to the Loyalton Senior Center to support costs associated with their delivered meal programming as described above. They are working closely with the west side of the county's community food pantry. This pantry and a small senior congregate meal site are operating on community donations and volunteers. COVID-19 shut down congregate meals which has increased needs and exhausted the small food pantry reserves. We are asking for \$5000 to restock and sustain the pantry into the 2020-2021 fiscal year. They are serving 100-125 individuals monthly.

Public Information and Outreach:

This includes development of public messaging regarding COVID-19 services and emergency response, including radio, print, digital and other means of communication.

There are no local radio stations or TV broadcasts in Sierra County. Radio station signal is unavailable on the West Side of the County. There is limited cellular service throughout the county. Much of the County still does not have reliable internet access, and during power outages phone service is compromised as well. There are two local newspapers that are distributed weekly and bi-weekly. Currently public communications are disseminated by posting flyers in the local Post Offices and word of mouth through key community stakeholders. Post Office boards often become cluttered with information from many sources and anybody visiting the Post Office has access to add and remove information at any time. By installing protected/locked central posting boards in remote communities, we would provide improved communications to all of our at-risk populations. Purchasing a large format color printer and related supplies will improve the quality and effectiveness of

the flyers and posters placed on community boards. This funding could afford us considering a mass mailer or a video camera as well.

Our goal is to increase media reach across the county so that people have accurate and timely information about Coronavirus and county wide response activities.

Please provide a breakdown of costs and expenses needed to achieve your outreach goals. Please use the template provided below:

Protected/locked central posting boards (@ cost x #posting boards)	\$2,500 (free standing message boards with acrylic glass window: \$800-\$1,500/board x 2)
Large format color printer (@ \$cost)	\$1,400 (\$1,033-\$1,500/copier x 1)
Media supplies (including x, y, and z)	\$1,300 (Media supplies may consist of paper, ink, laminate, etc. or placement of advertisements (TV, radio, newspapers); or digital advertisements (e.g., ads in newspapers websites or other sites including social media channels, online search campaigns, etc.).)
Mass mailer (@ cost/mailer x #mailers)	\$1,300 (\$0.40/flyer (card) x 1700 households = \$680 per mailer x 2)
Video camera (@ cost/camera x #cameras)	\$600 (\$200/camera x 3 cameras)
Other include tripod,	\$400 (miscellaneous items may
Total	\$7500

Administration/Overhead Expenses:

Administrative and/or overhead expenses cannot equal no more than 15% of the total project expenditures. We understand the limit of 15% allowable for overhead expenses and will budget accordingly. This small amount of funding will be applied to the Public Health shared indirect costs associated with day to day operations such as utilities, copier lease, rent, maintenance etc.

Please include a cost basis for how the indirect cost was totaled? How is this calculation determined?

Administrative costs include but are not limited to, administrative overhead, utilities, building and equipment maintenance, property and liability insurance and taxes. The administrative costs are calculated on 15% of the total project expenditures.

Indirect costs include but are not limited to, administrative overhead, utilities, building and equipment maintenance, property and liability insurance and taxes. Indirect costs calculated, each year in December each year for the budget year beginning July1. Sierra County Public Health has qualified for the 25% (calculation based on Salaries, Wages, and Fringe Benefits) maximum allocation for the past seven years, Sierra Counties budgeted indirect for the plan year 2020-21 is based on the Indirect Cost Rate approval that Sierra received from the California Department of Public Health on March 20, 2020.

Indirect administrative support for program activities includes time contributed to grant management by the following county department staff:

- Public Health Director (management, oversight)
- Program Staff (Supervision, MOUs, purchasing, case management, contract monitoring, data collection)
- Accounting Technician (Payroll, Accounts Receivable, Accounts Payable, Financial reporting)
- Fiscal Officer (Budget, Finance management)
- Contract Analyst (Contract/Agreement development, Legal consultation, BOS agenda)
- Plant Manager (Facility, grounds and vehicle maintenance/repairs and project management)
- Front Office Health Assistant (Public Health public contact for phone, face to face, and electronic inquiries, appointment scheduling, resources, generates correspondence and reports, provides general clerical support)

It also includes A-87 or county wide-cost allocations and shared costs, including utilities, insurance, copiers and related matters.

5) DATA COLLECTION AND REPORTING

Describe the expected data to be collected to document the services provided with CERG funding and to demonstrate the impact of services provided. Also, please identify the lead staff person(s) responsible for preparation of the required progress and expenditure reporting.

Public Health, Social Services and Behavioral Health are accustomed to collecting data for services provided to include demographic data, needs assessment, resource utilizations, and outcomes. Once we understand the reporting requirements for CERG, we anticipate having to either utilize forms/templates provided or to edit something currently in use to capture those needs. We anticipate having several lead personnel to be assigned to the different components of these funding uses, including Public Health RN and Program Manager, Social Services ICW and Social Work Supervisors, and Behavioral Health Clinical Director and Program Manager. We will coordinate with our partner organization directors to collect data pertinent to the services/goods that they will contribute as well.

PPE and Supplies –

Goal – Health and Human Services organizations serving out low income/vulnerable populations will have access to COVID-19 PPE and Supplies necessary to keep staff, customers and the community safe and well.

Data to be collected will include:

- *PPE and Supplies requested by whom and for what*
- *Purchase requests and costs*
- *PPE and Supplies provided*

Supportive Quarantine data –

Goal – Provide safe and stable living environment for approximately 20 low-income/vulnerable people asked to isolate or quarantine due to COVID-19.

Data to be collected will include:

- *Detailed individual demographics for anyone using alternative housing and collected initially through a contact tracing referral.*
- *People will be matched to lodging facilities most equipped to meet needs taking into consideration convenience to family members and resources as well as facility amenities available.*
- *PPE requested and utilized by lodging staff and individuals served*
- *Health and Safety needs will be identified.*
- *Health insurance and other public assistance eligibility will be assessed and assistance will be provided to access.*
- *Resources will be secured and utilization tracked*
- *Health status will be monitored*
- *Outcome expectation of returning home within 14 days with virus contained*

Public Employee COVID Response associated with Supportiv Quarantine efforts, contract management of Loyaltan Senior Center, PPE supplies purchased and Public Education and Outreach efforts and purchases.

Goal – Public Health (2-3) staff will provide COVID-19 supportive services and response in a timely and productive manner.

Data to be collected will include and be compiled by Public Health Program Manager, Public Health Educator, Public Health Outreach Coordinator and Public Health Accounting Tech as appropriate to task.

- *Time study documentation*
- *Payroll associated with time spent on COVID-19 response*
- *Activities completed*
- *Deliverables/Progress Reports*

Delivered Meals data through subcontract with Loyalton Senior Center.

Goal – Provide approximately 300 nutritious meals per week to low income/vulnerable people who are homebound and/or isolated due to COVID-19

Data to be collected will include and be collected by Carolyn Widman, Executive Director of the Loyalton Senior Center.

- *Congregate demographics of people and numbers of meals delivered*
- *Menus of meals*
- *Food purchased*
- *Mileage traveled and geographic area*
- *Staff time sheet activity*
- *Volunteers utilized*
- *PPE and other supplies requested and utilized.*

Please describe who will serve as the lead staff person responsible for preparation of the required progress and expenditure reports.

Carolyn Widman is the Executive Director for the Loyalton Senior Center.

6) APPLICATION CHECK LIST

- Only **one** application will be considered from each CMSP County.
- Please read the CMSP COVID-19 Emergency Response Grant (CERG) Program Request for Applications available at <https://www.cmspcounties.org/covid-19-county-grants/>.
- Applications may be submitted beginning April 10, 2020 through June 10, 2020 at 5:00 PM PST.
- Submit application via email to grants@cmspcounties.org. Please include the “County Name” and “CERG Application” in the subject line of the email.
- Application must be complete at the time of submission and must use the required forms provided.
- The required forms are available for [download](#):
 - Completed CERG Cover Sheet (APPENDIX C). The cover sheet must be signed by the Applicant Agency and by the County Administrative Officer, or their designee, of the County requesting the CERG.
 - Please include a PDF of the signed version of the CERG Cover Sheet (APPENDIX C).
 - Please also include an Excel file of the unsigned version of the CERG Cover Sheet (APPENDIX C).
 - Completed CERG Request Form (APPENDIX D).
 - Completed CERG Budget Template (APPENDIX E).
- Do not provide any materials that are not requested, as reviewers will not consider the materials.

**APPENDIX E: BUDGET TEMPLATE
CMSP COVID-19 EMERGENCY RESPONSE GRANT (CERG) PROGRAM**

County: Sierra

Instructions: Please complete the sections shaded in blue. CMSP counties are permitted to apply up to the maximum amount of funding allowed per CMSP county listed in APPENDIX A over a one-year project period. The amount requested cannot exceed the total amount allowed per CMSP county. Please enter your best estimate of funds to be spent in the following six (6) categories. Please refer to APPENDIX B for information regarding allowable and unallowable grant expenses. Administrative and/or overhead expenses cannot equal no more than 15% of the total project expenditures.

In addition to completing this Budget Template, applicants need to describe their requested funds in Section 4 of the CERG Request Form (APPENDIX D). Please be aware that awarded CMSP counties will be required to submit a detailed budget as part of the Sixth-Month Grant Progress/Expenditure Report.

Category	Amount Requested
Personal Protection Equipment (PPE) and Supplies	\$ 4,250.00
Supportive Quarantine Services	\$ 48,450.00
Public Employees Needed for Emergency Response	\$ 9,206.00
Non-Profit Human Services Providers Needed for Emergency Response	\$15,000
Public Information and Outreach	\$ 7,500.00
Administration/Overhead Expenses (limited to 15%)	\$ 14,903.00
Total Request	\$ 99,309.00

EXHIBIT D

**COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD
GRANTEE DATA SHEET**

Grantee's Full Name:	SIERRA COUNTY PUBLIC HEALTH
Grantee's Address:	SIERRA COUNTY PUBLIC HEALTH 202 FRONT STREET LOYALTON, CA, 96118
Grantee's CAO: (Name and Title)	JIM BEARD CHAIRMAN
Grantee's Phone Number:	(530) 289-3295
Grantee's Fax Number:	(530) 289-2830
Grantee's Email Address:	jbeard@sierracounty.ca.gov
Grantee's Tax Id# [EIN]:	94-6000536

I declare that I am an authorized representative of the Grantee described in this Form. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Form is true and correct.

GRANTEE: SIERRA COUNTY PUBLIC HEALTH

County Administrative Officer:

By: _____

Title: _____

Applicant:

By: _____

Title: _____

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

MEETING DATE: July 21, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
---------------------------------------	---

DEPARTMENT: Information Systems APPROVING PARTY: Jeremy Miller PHONE NUMBER: 530-289-2890
--

AGENDA ITEM: Renewal of contract for Airespring; managed redundant phone connectivity.	
SUPPORTIVE DOCUMENTS ATTACHED: <input type="checkbox"/> Memo <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Other County of Sierra - Courthouse 1-yr Term Renewal Order Form, 1 Month Promo Credit Addendum.	
BACKGROUND INFORMATION: This is a 1-year contract extension of the existing contact. Current services will continue.	
FUNDING SOURCE: GENERAL FUND, HUMAN SERVICES, COURTHOUSE GENERAL FUND IMPACT: General Fund Impact OTHER FUND: AMOUNT: \$ N/A	
ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
COMMENTS: _____ _____ _____ _____		
CLERK TO THE BOARD _____	DATE _____	



**ORDER FORM AND TERM PLAN
EXISTING SERVICES RENEWAL**
Rev 02/23/17

Carrier: AIRESPRING

Channel Mgr: Bruce Wolfowitz

Promo: Renewal

Sales Support: 844-832-8514
Email to orders@airespring.com or Fax to 888-899-2928

Agent: Pete Van De Koolwyk

Agent ID: DEV0001

Connectivity (Select One)

<input type="checkbox"/> Customer Provided Connectivity	<input type="checkbox"/> Dedicated LD	<input type="checkbox"/> Ethernet Private Network	<input type="checkbox"/> Internet
<input type="checkbox"/> Local T1-PRI	<input type="checkbox"/> Managed Connectivity w/ Internet	<input checked="" type="checkbox"/> Managed Connectivity – No Internet	<input type="checkbox"/> MPLS
<input type="checkbox"/> SD-WAN	<input type="checkbox"/> Wireless	<input type="checkbox"/> Prioritized IP	

Voice / Cloud Service (Select One)

<input type="checkbox"/> Analog	<input type="checkbox"/> Cloud Business Phone System	<input type="checkbox"/> Dedicated LD-TDM	<input type="checkbox"/> Digital PRI/T1
<input type="checkbox"/> LD SIP Trunking	<input checked="" type="checkbox"/> Local SIP Trunking	<input type="checkbox"/> No Voice / Cloud Service	

PHYSICAL LOCATION

Company Name: County of Sierra - Courthouse	Location Name: Courthouse	Customer Account Number: 1346126
Physical Address: 100 COURTHOUSE SQ #2	Suite: ROOM B1	Bldg/FI./Rm:
City: DOWNIEVILLE	State: CA	Zip: 95936

RENEWAL TERM

Renewal Term (years): 1-Year

TERMS AND CONDITIONS

By signing below, the Company ("Customer") agrees to extend its contract with Airespring, Inc. ("Airespring") by the Renewal Term length, for the Airespring connectivity and voice / cloud service listed at the physical location and under the Customer Account Number set forth above. All other terms and conditions of Customer's contract with Airespring shall remain the same.

Company Name: County of Sierra - Courthouse

Authorized Signature

Print Name

Title

Date



One Free Months Promotion with Renewal Addendum

Airespring shall provide Customer (County of Sierra - Courthouse) with one (1) free month of service in accordance with the terms and conditions in this Addendum.

1. To be eligible for the one (1) free month, as defined in Section 2 below, Customer must sign a new one (1) year term at the same price they are currently paying on their existing service. Customer can make no changes (product or pricing) to the existing service to be renewed under this promotion. Any changes made to the service will invalidate this promotional offer.
2. The one free month of service promotion will be issued based on the following guidelines:
 - a. Customer will receive a free month of service credit equal to the eligible billable charges on Customer's invoice in the month that the credit is to be applied.
 - b. Credits will be issued for the covered service in the thirteenth (13th), month of the renewed service. (No exceptions.)
 - c. Eligible billable charges are applicable only to the Loop, Port and Lines/Seats/Trunks Monthly Recurring Charges (MRC's).
 - d. Credits will not be given for any other charges (including but not limited to) Non-Recurring Charges (NRC's), Customer Provided Equipment (CPE), Direct Inward Dialing numbers (DIDs), Toll Free Numbers (TFNs), Voice Bundles, Local or Long Distance usage, additional services, add-on services, surcharges, taxes, or other items of a similar nature.
3. Customers will only be eligible for this promotion if they are currently out of term, or have six (6) months or less remaining in their initial or a previous renewal term for the specific circuit(s) and location(s) to be renewed.
4. Customer will forfeit any free months not already credited in the event customer cancels service prior to the end of the renewal term. Notwithstanding forfeiture of credits, Customer will still be liable for any Early Termination Liability for cancellation prior to the end of the renewal term.
5. Customer may not have any unpaid past due balances on any of their accounts with Airespring.

Notwithstanding the terms herein or within the Airespring Order Form for this promotion, this addendum is subject to the Airespring Terms and Conditions of Service as listed at www.airespring.com/terms, and any liability on the part of Airespring is expressly limited therein.

Customer Signature:

Print Name and Title:

Date:

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

MEETING DATE: July 21, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Information Systems APPROVING PARTY: Jeremy Miller PHONE NUMBER: 530-289-2890
--

AGENDA ITEM: Renewal of SmartNet contract for maintenance and support on Cisco networking and phone equipment.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Development Group Invoice for Cisco SmartNet.

BACKGROUND INFORMATION: This is a 1-year contract extension for the maintenance and support of our current Cisco equipment, including the phone and network system. The renewal contracts have been consolidated to a single bill and single renewal date.

FUNDING SOURCE: GENERAL FUND, HUMAN SERVICES, COURTHOUSE
GENERAL FUND IMPACT: General Fund Impact
OTHER FUND:
AMOUNT: \$37,833.30 Annually

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD _____	DATE _____
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Company:
COUNTY OF SIERRA



Proposal #23042

Requested By:
Jeremy Miller
 Chief Technology Officer

Description:
SMARTnet Services Renewal

Bill To: COUNTY OF SIERRA PO Box 255 Downieville, CA 95936-0255	Ship To: COUNTY OF SIERRA 100 Courthouse Square Room B1 Downieville, CA 95936	Sold To: COUNTY OF SIERRA PO Box 255 Downieville, CA 95936-0255
Created: 6/22/2020 Expires: 7/22/2020 Version: 1	Account Manager: jjones Systems Engineer: estoxen	Payment Terms: Net 30

Product & Manufacturer Maintenance

Line No	Qty	Product	Unit Price	Ext'd Price	Tax
1	1	CON-SNTP-A15K9 ASA5515-K9 (ASA 5515-X with SW, 6GE Data, 1 GE Mgmt, AC, 3DES/AES), SN:FGL173040BM, , 351551155 from 08/15/2020 to 09/30/2021	1,177.50	1,177.50	
2	1	CON-SNT-WSC388FE WS-C3850-48F-E (Cisco Catalyst 3850 48 Port Full PoE IP Services), SN:FOC1833X1CN, , 351551155 from 10/01/2020 to 09/30/2021	1,449.46	1,449.46	
3	1	CON-SNT-ISR4331K ISR4331/K9 (Cisco ISR 4331 (3GE,2NIM,1SM,4G FLASH,4G DRAM,IPB)), SN:FLM1936W0P1, , 351551155 from 10/01/2020 to 09/30/2021	369.79	369.79	
4	1	CON-SNT-2951CMST C2951-CME-SRST/K9 (2951 Voice Bundle w/PVDM3-32,FL-CME-SRST-25,UC Lic,FL-CUBE5), SN:FJC1938A06U, , 351551155 from 09/30/2020 to 09/30/2021	980.50	980.50	
5	1	CON-SNT-CT255 AIR-CT2504-5-K9 (2504 Wireless Controller with 5 AP Licenses), SN:PSZ19261JJ9, , 351551155 from 10/01/2020 to 09/30/2021	174.58	174.58	
6	1	CON-SNT-CTI-410V CTI-410V-VTS-K9 (Cisco Multiparty Media 410v Server), SN:FCH1934V24M, , 351551155 from 09/30/2020 to 09/30/2021	469.12	469.12	
7	1	CON-SNT-WSC388FE WS-C3850-48F-E (Cisco Catalyst 3850 48 Port Full PoE IP Services), SN:FCW1932D1YR, , 351551155 from 10/01/2020 to 09/30/2021	1,449.46	1,449.46	
8	1	CON-SNT-WSC388FE WS-C3850-48F-E (Cisco Catalyst 3850 48 Port Full PoE IP Services), SN:FCW1932C20U, , 351551155 from 10/01/2020 to 09/30/2021	1,449.46	1,449.46	
9	1	CON-SNT-WSC388FE WS-C3850-48F-E (Cisco Catalyst 3850 48 Port Full PoE IP Services), SN:FCW1932D20S, , 351551155 from 10/01/2020 to 09/30/2021	1,449.46	1,449.46	

10	1	CON-SNT-WSC388FE WS-C3850-48F-E (Cisco Catalyst 3850 48 Port Full PoE IP Services), SN:FCW1932C20W, , 351551155 from 10/01/2020 to 09/30/2021	1,449.46	1,449.46
11	1	CON-SNT-WSC388FE WS-C3850-48F-E (Cisco Catalyst 3850 48 Port Full PoE IP Services), SN:FCW1932C20X, , 351551155 from 10/01/2020 to 09/30/2021	1,449.46	1,449.46
12	1	CON-SNT-A12K9 ASA5512-K9 (ASA 5512-X with SW, 6GE Data, 1GE Mgmt, AC, 3DES/AES), SN:FTX193710RM, , 351551155 from 10/01/2020 to 09/30/2021	473.86	473.86
13	10	CON-ECMU-LICEXPRM LIC-EXP-RMS (Expressway Rich Media Session), SN:, , 351551155 from 09/30/2020 to 09/30/2021	206.10	2,061.00
14	1	CON-SNT-BE6M4M4K BE6M-M4-K9= (Cisco Business Edition 6000M Svr (M4), Export Restricted SW), SN:, , 351551155 from 09/30/2020 to 09/30/2021	271.64	271.64
15	1	CON-SNT-BE6M4M4K BE6M-M4-K9= (Cisco Business Edition 6000M Svr (M4), Export Restricted SW), SN:, , 351551155 from 09/30/2020 to 09/30/2021	271.64	271.64
16	1	CON-SNT-BE6M4M4K BE6M-M4-K9= (Cisco Business Edition 6000M Svr (M4), Export Restricted SW), SN:, , 351551155 from 09/30/2020 to 09/30/2021	271.64	271.64
17	1	CON-SNT-ISR4331V ISR4331-V/K9 (Cisco ISR 4331 UC Bundle, PVDMA-32, UC License), SN:, , 351551155 from 10/01/2020 to 09/30/2021	401.10	401.10
18	1	CON-SNT-WSC296XL WS-C2960X-48FPD-L (Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base), SN:, , 351551155 from 10/01/2020 to 09/30/2021	472.86	472.86
19	1	CON-SNT-WSC296XL WS-C2960X-48FPD-L (Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base), SN:, , 351551155 from 10/01/2020 to 09/30/2021	472.86	472.86
20	1	CON-SNT-WSC296XL WS-C2960X-48FPD-L (Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base), SN:, , 351551155 from 10/01/2020 to 09/30/2021	472.86	472.86
21	1	CON-SNT-WSC224SL WS-C2960X-24PS-L (Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base), SN:, , 351551155 from 10/01/2020 to 09/30/2021	189.70	189.70
22	1	CON-SNT-WSC224SL WS-C2960X-24PS-L (Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base), SN:, , 351551155 from 10/01/2020 to 09/30/2021	189.70	189.70
23	1	CON-SNT-WSC224SL WS-C2960X-24PS-L (Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base), SN:, , 351551155 from 10/01/2020 to 09/30/2021	189.70	189.70
24	1	CON-ECMU-UCMENHUC UCM-10X-ENH-UCL (BE6K UCM 10X Enhanced User Connect License - Single), SN:, , 351551155 from 03/16/2020 to 09/30/2021	31.89	31.89
25	1	CON-ECMU-UCN10XVM UCN-10X-VM-UCL (BE6000 Unity Connection 10x Basic Voicemail License), SN:, , 351551155 from 08/26/2020 to 09/30/2021	8.51	8.51
26	1	CON-ECMU-UCMENHUC UCM-10X-ENH-UCL (BE6K UCM 10X Enhanced User Connect License - Single), SN:, , 351551155 from 08/26/2020 to 09/30/2021	22.68	22.68
27	1	CON-ECMU-UCN10XVM UCN-10X-VM-UCL (BE6000 Unity Connection 10x Basic Voicemail License), SN:, , 351551155 from 08/26/2020 to 09/30/2021	8.51	8.51
28	1	CON-ECMU-UCMENHUC UCM-10X-ENH-UCL (BE6K UCM 10X Enhanced User Connect License - Single), SN:, , 351551155 from 08/26/2020	22.68	22.68

		to 09/30/2021			
29	1	CON-ECMU-LICMBASA LIC-CUCM-10X-BAS-A (UC Manager-10.x Basic Single User License), SN:, , 351551155 from 08/26/2020 to 09/30/2021	21.73	21.73	
30	2	CON-ECMU-LIC0ENHA LIC-CUCM-10X-ENH-A (UC Manager-10.x Enhanced Single User License), SN:, , 351551155 from 08/26/2020 to 09/30/2021	34.96	69.92	
31	5	CON-ECMU-LIC0ENHA LIC-CUCM-10X-ENH-A (UC Manager-10.x Enhanced Single User License), SN:, , 351551155 from 08/26/2020 to 09/30/2021	34.96	174.80	
32	1	CON-ECMU-UCN10XVM UCN-10X-VM-UCL (BE6000 Unity Connection 10x Basic Voicemail License), SN:, , 351551155 from 07/26/2020 to 09/30/2021	9.16	9.16	
33	1	CON-ECMU-UCMENHUC UCM-10X-ENH-UCL (BE6K UCM 10X Enhanced User Connect License - Single), SN:, , 351551155 from 07/26/2020 to 09/30/2021	24.43	24.43	
34	3	CON-ECMU-LIC0ENHA LIC-CUCM-10X-ENH-A (UC Manager-10.x Enhanced Single User License), SN:, , 351551155 from 12/01/2020 to 09/30/2021	26.51	79.53	
35	1	CON-SNT-ISR4331K ISR4331/K9 (Cisco ISR 4331 (3GE,2NIM,1SM,4G FLASH,4G DRAM,IPB)), SN:FLM2027W02C, , 351551155 from 10/01/2020 to 09/30/2021	369.79	369.79	
36	150	FP-AMP-1Y-S2 FP-AMP-LIC= (Cisco Advanced Malware Protection Service License), SN:, , 351551155 from 08/26/2020 to 09/30/2021	50.76	7,614.00	T
37	1	L-ASA5512-TAM-1Y L-ASA5512-TAM= (Cisco ASA5512 FirePOWER IPS and AMP Licenses), SN:KKG5QWR87U6, , 351551155 from 08/26/2020 to 09/30/2021	1,380.43	1,380.43	T
38	1	L-ASA5515-TAM-1Y L-ASA5515-TAM= (Cisco ASA5515 FirePOWER IPS and AMP Licenses), SN:DA39U40L4C5, , 351551155 from 08/26/2020 to 09/30/2021	1,684.20	1,684.20	T
39	1	CON-ECMU-UCMENHUC UCM-10X-ENH-UCL (BE6K UCM 10X Enhanced User Connect License - Single), SN:, , 351551155 from 11/10/2020 to 09/30/2021	18.38	18.38	
40	1	UMBRELLA-SUB Umbrella Cloud Security Subscription	0.00	0.00	T
41	150	UMB-INSIGHTS-K9 Umbrella Insights	52.73	7,909.50	
42	1	UMB-SUPT-B Umbrella Support - Basic	0.00	0.00	T

Need more time to get important stuff done? Ask us about



Subtotal	\$37,056.95
Handling	\$2.00
Estimated Sales Tax (7.25%)	\$774.35
Professional Services	\$0.00
Shipping	\$0.00
Total	\$37,833.30

Company:
COUNTY OF SIERRA

Requested By:
Jeremy Miller
Chief Technology Officer

Description:
SMARTnet Services Renewal



Proposal #23042

About Sales Tax

Items sold by Development Group, Inc. and shipped to destinations in California and Nevada are subject to sales tax.

If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time and invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged.

About Product Returns

Development Group, Inc. ("DEVGRU") only accepts the return of Products (a) that DEVGRU has the right to return to the applicable manufacturers or suppliers, (b) for which DEVGRU receives your written request for return within FOURTEEN (14) DAYS from the date of the invoice for such Products, and (c) that are factory sealed in fully resalable condition or which are Dead on Arrival ("DoA"). Except for Products returned because they are defective or DoA, to be eligible for return, Products must be in resalable condition, complete, unused and unopened, with the outer seal intact. Products that do not meet these conditions are not eligible for return and will be returned to you. Eligible Product returns will receive a credit that will be issued at the original purchase price that you paid for the Product only if your account is current. DEVGRU may return to you, any Product not authorized for return (an "Unauthorized Return") at your expense, or DEVGRU may, at its sole discretion, issue a credit for the current price of the Product, less a thirty percent (30%) restocking fee. DEVGRU is not liable for any loss or damage to Unauthorized Returns.

Company & Payment Information

Mailing Address

Development Group, Inc.
PO Box 991484
Redding, CA 96099-1484

Phone: (530) 229-0071
Fax: (530) 248-3415

Payment Information

Development Group, Inc.
32880 Collections Center Dr
Chicago, IL 60693

Federal Tax ID: 26-3740919

Office Locations

Development Group, Inc.
6704 Lockheed Dr
Redding, CA 96002

Wire Transfer Information

Domestic Wire Transfer (U.S.)

Wire Routing Transit Number (RTN): 026009593
Bank Name: Bank of America
City, State: Chicago, IL
Account Number: 8188065595
Title of Account: DEVELOPMENT GROUP INC

International Wire Transfer

Wire Routing Transit Number:
026009593
SWIFT Code: BOFAUS3N
Bank Name: Bank of America
City, State: Chicago, IL
Account Number: 8188065595
Title of Account: DEVELOPMENT
GROUP INC

Note: All wire transfers must be made in US Dollars

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

MEETING DATE: July 21, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT:	Public Works and Transportation
APPROVING PARTY:	Tim H. Beals, Director
PHONE NUMBER:	530-289-3201

AGENDA ITEM: Resolution authorizing amendment to 20-21 Solid Waste Budget and authorizes the Cycle 2M Micro Grant Application under the California Carpet Stewardship Program to establish a carpet recycling site at the Loyalton Transfer Station.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Application and informational documents.

BACKGROUND INFORMATION: A background email is attached. The Mini Grant will allow for the construction of a concrete pad on which the carpet and mattress recycling containers will be placed, which will be an improvement to the Loyalton Transfer Station. The carpet recycling program works much like the mattress recycling in that a container is provided and the CARE program swaps out the trailer when full.

FUNDING SOURCE: CARE Program Micro Grant/Solid Waste
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$15,000 revenue/expenditure N/A

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input type="checkbox"/> Yes <input type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No
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SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD _____	DATE _____
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Miriam Dines

From: pittoandpitto@att.net
Sent: Thursday, November 21, 2019 12:04 PM
To: Tim Beals
Cc: Miriam Dines
Subject: CARE Drop-Off Site

Hi Tim,

I hope all is well with you. I would love to come to Sierra County to talk with you (or whomever you think appropriate) about a Carpet America Recovery Effort (CARE) drop-off site. It appears on the Bye-Bye Mattress location map Sierra County has five mattress drop-off sites! Can we work in at least one site for carpets? CARE is required to establish at least one carpet recycling drop-off site location in each county. Currently Sierra County does not have a carpet recycling drop-off site and I would like to work with you to establish one.]

When participating in the carpet recycling program, the facility may charge a tip fee for incoming carpet. CARE encourages a reduced tip fee to incentivize the flooring installers to properly recycle the material, but it is not required. As an example, Del Norte County charges \$153.80 per ton of waste material, but charges \$59.49 for carpet that is recycled to defray the cost of handling it. Currently, there is not a requirement in California to recycle carpet and participating in this program does not change this. However, the County is subject to the AB 939 50 percent diversion requirement and implementing programs to help the state meet its AB 341 75 percent diversion goal by 2020. Establishing a carpet recycling program will assist Sierra County in meeting a good faith effort in its biennial reviews.

Below I have outlined some of the benefits and responsibilities of participating in the program.

CARE provides (free of charge):

- Recycling container: 53' or 28' trailer, 20' or 40' cargo container
- Pick-up and swap-out service
- Transportation of carpet to recycling facility
- Promotional materials individualized with county/facility information: signs, brochures, individualized educational materials
- Educational outreach: in-person visits to all flooring stores and carpet supply stores

Facility Requirements:

- Carpet must be loaded into containers dry and debris free
- Carpet and pad must be rolled or folded separately from carpet (you are not required to collect the pad)
- Containers must be loaded to reach minimum weight standards
- Quarterly reports must be submitted to CARE
- Attendance at 1 hour quarterly educational webinar

CARE is currently offering a \$2,400 Drop-Off Site Adoption Incentive. This is available as soon as the Required Information Form and Payment Request Form is completed and received, and the trailer is placed at the drop-off site. In addition, you can apply for a grant with CARE for up to \$15,000 for site preparation needs.

I would like to help you move forward in setting up a carpet recycling drop-off site!

Have a wonderful Thanksgiving!

Respectfully,

Mary Pitto

Pitto & Pitto Consulting
PO Box 399
San Andreas, CA 95249
(209) 674-8001

STATE OF CALIFORNIA, COUNTY OF SIERRA, BOARD OF SUPERVISORS

RESOLUTION AUTHORIZING APPLICATION FOR
CYCLE 2M MICRO GRANT FOR CARPET COLLECTION
AND REUSE THROUGH THE
CALIFORNIA CARPET STEWARDSHIP PROGRAM

RESOLUTION 2020-

BE IT RESOLVED as follows:

- 1: The Sierra County Board of Supervisors authorizes the Director of Public Works and Transportation to submit APPLICATION CYCLE 2M MICRO GRANT FOR COLLECTION/REUSE through the California Carpet Stewardship Program and this authorization is effective for five (5) years from the date of adoption of this resolution.; and,
2. The Director of Public Works and Transportation, or his/her designee, is hereby authorized and empowered to execute all documents, including, but not limited to, applications, annual reports including expenditure reports and amendments necessary to secure said payments to support the carpet collection program; and,
3. The County Auditor is hereby authorized to make the following budget changes to the 2020-2021 Final Budget:

<u>Increase Revenues</u>	Cycle 2M Micro Grant	\$15,000
<u>Increase Expenditures</u>	Construct Concrete Pad	\$15,000

Adopted by the Sierra County Board of Supervisors, Sierra County, California, on the 21st day of July 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

COUNTY OF SIERRA

JAMES BEARD, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

DAVID PRENTICE
COUNTY COUNSEL

2020 Cycle 2M Micro Grants for Collection/Reuse
Please fill in budget form below where applicable
Insert rows where needed

EXPENSES					
Equipment and Infrastructure Costs					
DESCRIPTION OF ITEM(S)	Equipment/Infrastructure Item Cost	Cost/Unit	# of Units	Grant Request \$ (of total for item)	Matching Funds \$ (of total for item)
Concrete	9167	\$6.11	\$1,500.00	\$9,167.00	0
Base Rock	999.99	14	71.42	999.99	
TOTAL EQUIPMENT/INFRASTRUCTURE COSTS	10167			\$10,166.99	0
Taxes and Shipping					
DESCRIPTION OF ITEM(S)	Tax/Shipping Item Cost	Cost/Unit	# of Units	Grant Request	Matching Funds
concretebase rock	7.50%		1500	687.5	
TOTAL TAXES, SHIPPING	0.075			687.5	0
Installation Costs					
DESCRIPTION OF ITEM(S)	Installation Item Cost	Cost/Unit	# of Units	Grant Request	Matching Funds
Concrete Labor	2040	1.36	1500	2040	
Base rock excavation labor	2705.51	1.4	1500	2105.51	
TOTAL INSTALLATION COSTS	4745.51			4145.51	0
Education & Outreach					
DESCRIPTION OF ITEM(S)	E&O Item Cost	Cost/Unit	# of Units	Grant Request	Matching Funds
TOTAL EDUCATION/OUTREACH COSTS	0			0	0
Miscellaneous					
DESCRIPTION OF ITEM(S)	Miscellaneous Item Cost	Cost/Unit	# of Units	Grant Request	Matching Funds
TOTAL MISCELLANEOUS COSTS	0			0	0
TOTAL EXPENSES FOR PROJECT	14913				
Total Grant Request for Expenses	\$15,000.00				
Total Match Provided for Expenses	0				

BUDGET NARRATIVE (explain expenditures, funding request and matching funds if needed, optional):

ADOPTION INCENTIVE APPLICATION FORM



All applicants are required to complete and submit this form within the space provided.

Site Name: _____

Make Check Payable To: _____ Address: _____

Site City and County: _____

Incentive Type (check one that applies): ONBOARDING 2nd SWAP-OUT

Container Type: _____

Trailer/Container Received (for onboarding incentive only) or Pickup (for swap-out incentive only)
Date: _____

Trailer/Container Tonnage (swap-out incentive only): _____

Declaration

By checking this box, I certify under penalty of perjury that there are no pending or outstanding judgments or enforcement actions against the company or its products.

If applicable, please describe any pending or outstanding judgments: _____

Project Contact

1. Key Project Contacts (1 required) with phone number, address and email information:			
Contact 1			
Name:	Title:		
Agency/Business/Organization:			
City:	State:	Zip:	
Phone:	Email:		
Contact 2			
Name:	Title:		
Agency/Business/Organization:			
City:	State:	Zip:	
Phone:	Email:		

Please attach photo of loaded trailer or container for swap-out incentive.

CARE Staff Use Only

10. REQUESTED AMOUNT	\$
11. ADDITIONS OR DEDUCTIONS	\$
12. SUBTOTAL	\$
14. APPROVED AMOUNT FOR PAYMENT	\$
15. COMMENTS	16. DATE RECEIVED

Approval Signature of CARE Agreement Manager	Print Name	Date Approved
--	------------	---------------

Approval Signature of CARE Financial Director	Print Name	Date Approved
---	------------	---------------

Approval Signature of CARE CA Program Director	Print Name	Date Approved
--	------------	---------------



California Carpet Stewardship Program

An initiative of CARE: Carpet America Recovery Effort

Carpet Recycling Drop-off Site – Required Information Form

Please provide information for CARE's public website:

1. Name of Facility: [Loyalton Transfer Station](#)
2. Address of Facility (for carpet drop-off): [1 Garbage Pit Road Loyalton, CA 96118](#)
3. Phone: [530-289-3201](#)
4. County: [Sierra](#)
5. Website: <http://www.sierracounty.ca.gov/>
6. Tip Fee: [\\$18.38 per cubic yard](#)
7. Discounted tip fee for carpet prepared for recycling: [\\$18.38 per cubic yard](#)
8. Hours of operation: [Saturday, Sunday and Monday, 10:00 am to 4:00 pm](#)

Please provide information for CARE's internal use:

1. Which type and size of container that CARE will order for your facility:
 - a. Trailer (28' or 53')
 - b. Walk-in Container (20' or 40') [20'](#)
2. **Primary Contacts:**
 - a. Local government contact
Name: [Tim H. Beals](#)
Title: [Director of Transportation](#)
Phone: [\(530\) 289-3201](#)
Email:
 - b. Person placing swap-out orders and primary contact for hauler
Name: [Billy Epps](#)
Title: [Engineer Technician II](#)
Phone: [\(530\) 289-3201](#)
Email: bepps@sierracounty.ca.gov
 - c. Person to participate in quarterly calls and submit quarterly reports
Name: [Billy Epps](#)
Title: [Engineer Technician II](#)
Phone: [\(530\) 289-3201](#)
Email: bepps@sierracounty.ca.gov

Promotional Materials

1. Office mailing Address for Promotional Materials (if different than above)
2. Attach a copy of high-resolution county or facility logo for promotional materials. The criteria for the logo is:
 - a. "Print ready"
 - b. Adobe Illustrator, EPS, or high resolution JPEG (no GIF or PNG)
 - c. Must be 300 dpi

CARE Newsletter and Updates

✚ Name and email addresses of people who want to receive the CARE newsletter and updates: bepps@sierracounty.ca.gov

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

MEETING DATE: July 21, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
DEPARTMENT: Public Works and Transportation APPROVING PARTY: Tim H. Beals, Director PHONE NUMBER: 530-289-3201	

AGENDA ITEM: Authorize payment of Invoice Number 198133 to Intermountain Disposal for tipping fees for waste that has been diverted to Delleker Transfer Station.	
SUPPORTIVE DOCUMENTS ATTACHED: <input type="checkbox"/> Memo <input type="checkbox"/> Resolution <input type="checkbox"/> Agreement <input checked="" type="checkbox"/> Other Invoice attached.	
BACKGROUND INFORMATION: Request to authorize Auditor to make payment on the attached invoice as presented.	
FUNDING SOURCE: 041 (Solid Waste) GENERAL FUND IMPACT: No General Fund Impact OTHER FUND: AMOUNT: \$15,181.06 N/A	
ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
COMMENTS: _____ _____ _____ _____ _____		
_____ CLERK TO THE BOARD	_____ DATE	

Intermountain Disposal, Inc.

185 N. Beckwith Street
Portola, CA 96122

Phone # (530) 832-4879

Fax # (530) 832-4934

Invoice

Date	Invoice #
6/30/2020	207815

Bill To
SIERRA COUNTY PUBLIC WORKS DELLEKER TRANSFER STATION P. O. BOX 98 DOWNIEVILLE, CA 95936

Service
DELLEKER TRANSFER STATION TIPPING FEE

Terms	Due Date	Account #
Due on receipt	7/30/2020	SCDP2

Description	Quantity	Rate	Amount
SIERRA COUNTY TIPPING CHARGE AT THE DELLEKER TRANSFER STATION	243.99	62.22	15,181.06

Total			\$15,181.06
Balance Due			\$15,181.06

A finance charge of 1.5% monthly will be charged on all past due amounts.

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

MEETING DATE: July 21, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
---------------------------------------	---

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

AGENDA ITEM: Professional Services Agreement with Avalex, Inc. for Solid Waste Consulting Services for Fiscal Year 2020/2021.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: This is an annual contract for professional services which includes water testing, permit administration and reporting, and other assigned tasks related to the operation of the solid waste system.

FUNDING SOURCE: 041 Solid Waste
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$72,241 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

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

 CLERK TO THE BOARD _____
 DATE

**AGREEMENT FOR
PROFESSIONAL
SERVICES –
Solid Waste Consulting Services
Fiscal Year - 2021**

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

Avalex, 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.

Tim H. Beals is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Craig W. Morgan 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, 2019.

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

CRAIG W. MORGAN, AVALEX, INC.

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

DAVID PRENTICE
County Counsel

AGMT-SER.PRO 714201047
(rev. 12/93)

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:

Solid waste consulting services as outlined in Exhibit 1, including Regional Water Quality Control Board Waste Discharge Requirements - Loyalton Landfill Groundwater Monitoring and Reporting; RWQCB/SWRCB Waste Discharge Requirements General Permit - Loyalton Landfill Surface Water Monitoring and Reporting; RWQCB-WDR, Loyalton Landfill Gas Monitoring and Reporting; RWQCB-WDR prepare Annual Facility Inspection Report; CalRecycle/RWQCB – WDR – Assistance with Post-Closure Fund Reporting; CalRecycle-AB939 Annual Electronic Waste Reporting; General Solid Waste Planning/Operational Work.

A.2. TIME SERVICES RENDERED.

July 1, 2020 through June 30, 2021

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 on a time and materials basis not to exceed seventy two thousand two hundred forty one and no/100 (\$72,241.00) in accordance with attached Exhibit 1. 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 thirty (30) 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 two thousand two hundred forty one dollars without an amendment to this Agreement approved by the Sierra County Board of Supervisors.

B.2 MILEAGE. Included in base proposal. Notwithstanding anything to the contrary in this agreement mileage for vehicle use shall be paid only at the IRS approved rate.

B.3 TRAVEL COSTS. Included in base proposal

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 \$0 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	\$72,241.00
B.2	Mileage	Included in base fee
B.3	Travel Costs	Included in base fee
B.4	Authorization Required	0
B.5	Special Circumstances	0
	MAXIMUM CONTRACT AMOUNT	\$72,241.00

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.

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.

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).

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.

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":
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":

Craig W. Morgan
Avalex, Inc.
P.O. Box 550218
South Lake Tahoe, CA 96155

AGMT-SER.PRO 714201047

County of Sierra
Auditor's Office
Post Office Box 425
Downieville, California 95936

Our File No. _____

Re: _____

STATEMENT OF ACCOUNT FOR

BALANCE FORWARD \$ _____

TOTAL CURRENT CHARGES:

<u>Date</u>	<u>Staff</u>	<u>Description of Service</u>	<u>Hrs</u>	<u>Rate</u>	<u>Total</u>
-------------	--------------	-------------------------------	------------	-------------	--------------

Total \$ _____



AVALEX INC.

Civil Engineering and Environmental Services

July 8, 2020

Tim H. Beals, Director
Sierra County Department of Public Works
P.O. Box 98
Downieville, California 95936

Re: Proposal for Solid Waste Consulting Services FY 2020-2021

Dear Mr. Beals:

Pursuant to your request, we have prepared the following proposal of solid waste consulting/engineering services and estimated costs to be provided Sierra County during the fiscal year 2020-2021. Work tasks include continuing groundwater, surface water, and landfill gas monitoring and reporting at the landfill as required by the Central Valley Regional Water Quality Control Board (CVRWQCB) Waste Discharge Requirements (WDRs) (R5-2017-0081), preparing the CVRWQCB Annual Facility Inspection Report, assisting with landfill post closure fund reporting, preparing the AB939 Annual Report, and providing for general solid waste consulting services. The total estimated cost of these services for the period is \$72,241.

Specific work to be accomplished under this engineering proposal consists of the following:

Task 1 – RWQCB – Waste Discharge Requirements (WDR) – Groundwater Monitoring and Reporting This work consists of collecting nine semi-annual and annual groundwater samples at the Loyalton Landfill and providing for laboratory analysis in accordance with the terms and conditions of the landfill's WDRs. Laboratory analyses for the groundwater sampling will be subcontracted to Alpha Analytical Services of Sparks, Nevada, a California certified laboratory. Task 1 work also includes quarterly groundwater elevation and lysimeter monitoring and preparing the semi-annual and annual monitoring reports to the CVRWQCB in accordance with WDR requirements and uploading the results to the state's electronic reporting system. The total cost of sampling, laboratory testing, and reporting is estimated to be \$34,904.

Task 2 – RWQCB/SWRCB – WDR/General Permit – Loyalton Landfill Surface Water Monitoring and Reporting This work consists of providing for laboratory analysis and review of six surface water samples to be collected by Sierra County staff from the landfill site quarterly, semi-annually, and annually in accordance with the terms and conditions of the landfill's WDRs and State Water Resources Control Board (SWRCB's) General Permit for Discharge of Storm Water Associated with Industrial Activity requirements (DWQ Order 2014-0057-DWQ, NPDES No. CA000001). During the last fiscal year monitoring, surface water samples were proposed for analysis of the 5-Year Constituent-of-Concern list, but the absence of surface runoff from the site prevented the collection of samples. This proposal includes the analysis of the surface water samples for the 5-Year testing in the upcoming fiscal year.

591 Tahoe Keys Blvd., Ste. D6
Mailing Address:
Post Office Box 550218
South Lake Tahoe, CA 96155

Phone: (530) 543-3200
Fax: (530) 543-3201
Email: avalex@avalex.info
Exhibit 1, Page 1

Tim H. Beals, Director

July 8, 2020

Page 2 of 3

Laboratory analyses for samples will be subcontracted to California Laboratory Services of Sacramento, California and Alpha Analytical Services of Sparks, Nevada. This work task also includes preparing the SWRCB General Permit Annual Report and preparing the surface water portion of the CVRWQCB's semi-annual and annual monitoring reports. The collection of the surface water samples is to be provided by Sierra County landfill staff and is not part of this proposal. The total cost of laboratory testing and reporting is estimated to be \$17,434.

Task 3 – RWQCB – WDR – Loyalton Landfill Gas Monitoring and Reporting This work consists of collecting semi-annual landfill gas samples from an estimated seven probes/wells at the Loyalton Landfill and providing for laboratory VOC analysis and for field measurements of methane, oxygen and carbon dioxide in accordance with the terms and conditions of the landfill's WDRs. Laboratory analyses for the monitoring will be subcontracted to ALS Laboratories of Simi Valley, California which is a California certified laboratory. This work task includes preparing semi-annual and annual reports to the CVRWQCB. The total cost of sampling, laboratory testing, and reporting is estimated to be \$8,553.

Task 4 – RWQCB – WDR – Prepare Annual Facility Inspection Report This work consists of preparing an Annual Facility Inspection Report for Loyalton landfill in accordance with the terms and conditions of the landfill's WDRs. This report describes the results of inspection and repair measures implemented and preparation for winter. The cost of this work is estimated to be \$2,099.

Task 5 – CalRecycle/ RWQCB – WDR – Assistance with Post-Closure Fund Reporting This work consists of assisting the County with CalRecycle post-closure, corrective action and pledge of revenue fund reporting. The cost of this work is estimated to be \$1,250.

Task 6 – CalRecycle – AB939 Annual Electronic Waste Reporting This work consists of preparing the CalRecycle Annual Report for the County's solid waste program under AB939. The cost of this work is estimated to be \$2,000.

Task 7 – General Solid Waste Planning/Operations Work Based upon our experience in working with the County on solid waste matters, we anticipate that other general and miscellaneous work tasks associated with the County's solid waste program will amount to roughly \$6,000.

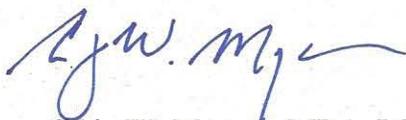
We propose to accomplish the above listed work tasks on a time and materials basis in accordance with our attached FY 2020/2021 Fee Schedule for Sierra County. A summary of the proposed work tasks and costs is also included in the attached table.

Tim H. Beals, Director
July 8, 2020
Page 3 of 3

As always, we look forward to working with the County. If you have any questions concerning the proposed work tasks and cost information, please call me at (530) 543-3200.

Sincerely,

AVALEX INC.

A handwritten signature in blue ink, appearing to read "C.W. Morgan", with a long horizontal flourish extending to the right.

Craig W. Morgan, MBA, P.E.
Principal Engineer

Attachments: Work Proposal Summary–Solid Waste Consulting Services FY 2020/2021
Schedule of Charges–Sierra County FY 2020/2021

Work Proposal Summary
Solid Waste Consulting Services
FY 2020/2021
Sierra County, California
July 8, 2020

Task	Description	Quantity	Units	Unit Cost		Total Cost
1	RWQCB - WDR - Loyalton Landfill Groundwater Monitoring and Reporting					
	Principal Engineer	96	hr.	\$125.00	\$12,000.00	
	Engineering Technician	140	hr.	\$77.25	\$10,815.00	
	Subcontract - Laboratory Analysis Semi-annual Groundwater	9	ea.	\$419.75	\$3,777.75	
	Subcontract - Laboratory Analysis Annual Groundwater	9	ea.	\$713.00	\$6,417.00	
	Mileage	680	mil	\$0.58	\$394.40	
	Equipment/Copies/Postage/Shipping	1	ea.	\$1,500.00	\$1,500.00	
				Subtotal		\$34,904
2	RWQCB/SWRCB - WDR/General Permit - Loyalton Landfill Surface Water Monitoring and Reporting					
	Principal Engineer	20	hr.	\$125.00	\$2,500.00	
	Engineering Technician	20	hr.	\$77.25	\$1,545.00	
	Subcontract - Laboratory Analysis Semi-annual Surface Water	6	ea.	\$465.75	\$2,794.50	
	Subcontract - Laboratory Analysis Annual Surface Water	6	ea.	\$1,565.15	\$9,390.90	
	Subcontract - Laboratory Analysis Quarterly Surface Water-General Permit	8	ea.	\$138.00	\$1,104.00	
	Copies/Postage/Shipping	1	ea.	\$100.00	\$100.00	
				Subtotal		\$17,434
3	RWQCB - WDR - Loyalton Landfill Gas Monitoring and Reporting - Quarterly					
	Principal Engineer	40	hr.	\$125.00	\$5,000.00	
	Engineering Technician	20	hr.	\$77.25	\$1,545.00	
	Subcontract - Laboratory Analysis VOC annually (Estimate 7 samples annually depending on methane concentration)	7	ea.	\$258.75	\$1,811.25	
	Mileage	340	mil	\$0.58	\$197.20	
				Subtotal		\$8,553
4	RWQCB - Annual Facility Inspection Report					
	Principal Engineer	16	hr.	\$125.00	\$2,000.00	
	Mileage	170	mil	\$0.58	\$98.60	
				Subtotal		\$2,099
5	RWQCB/CalRecycle - Assistance with Post Closure and Corrective Action Fund Reporting					
	Principal Engineer	10	hr.	\$125.00	\$1,250.00	
				Subtotal		\$1,250
6	CalRecycle - Prepare AB939 Annual Report					
	Principal Engineer	16	hr.	\$125.00	\$2,000.00	
				Subtotal		\$2,000
7	General Solid Waste Planning/Operational Work					
	Principal Engineer	48	hr.	\$125.00	\$6,000.00	
				Subtotal		\$6,000
					TOTAL	\$72,241

**SCHEDULE OF CHARGES
SIERRA COUNTY
(FY 2020/2021)**

<u>Professional Services</u>	<u>Billing Rate</u>
Principal Civil Engineer	\$125.00/hour
Engineering Technician	\$77.25/hour
CAD/GIS Analyst	\$77.25/hour

Time spent traveling in the interest of the client will be billed at the hourly rate.

Per Diem

Subsistence will be charged when it is necessary for an employee to be away from the office overnight to perform their duties. Charges will be billed at cost plus five percent (5%).

Direct Expenses / Outside Services

All direct expenses / outside services incurred during the project will be billed at cost plus fifteen percent (15%). Copies in excess of 50 pages will be billed to the client.

Mileage

Mileage will be charged at IRS standard mileage rate.

Payment

Billings are payable upon receipt and are past due 30 days from invoice date. A finance and service charge of 1.5 percent per month will be charged on past due accounts.

This fee schedule is for work accomplished during the FY 2020/2021 under the proposed scope of services. We reserve the right to revise the fee schedule for future years and for services outside the proposed scope of services.

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

MEETING DATE: July 21, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
---------------------------------------	---

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

AGENDA ITEM: Professional Services Agreement with Avalex, Inc. to prepare documentation necessary to support a request for closure to the Central Valley Regional Water Quality Control Board for the Alleghany Maintenance Facility Leaking Underground Fuel Tank Site (LUFT).

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: After more than two decades of work, it has been recommended by the Regional Board that Sierra County submit a closure request for this LUFT Site based on recent monitoring data. This proposal is specifically for site closure documentation preparation.

FUNDING SOURCE: 031 Road
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$5,618.00 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

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
---	---	---

COMMENTS:

 CLERK TO THE BOARD _____
DATE

**AGREEMENT FOR
PROFESSIONAL
SERVICES –
ALLEGHANY MAINTENANCE FACILITY
LUFT CLOSURE REPORT - FY 2021**

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

Avalex, 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.

Tim H. Beals is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Craig W. Morgan 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 June 18, 2019.

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

Craig W. Morgan, MBA, P.E.
Avalex, Inc.

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:

Engineering Services for preparation of the closure report for the Alleghany Maintenance Facility Leaking Underground Fuel Tank site in accordance with proposal dated July 9, 2020 attached hereto as Exhibit 1.

A.2. TIME SERVICES RENDERED.

July 1, 2020 through June 30, 2021

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 on a time and materials basis not to exceed five thousand six hundred eighteen (\$5,618.00) in accordance with attached Exhibit 1. 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 thirty (30) 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 five thousand six hundred eighteen dollars without an amendment to this Agreement approved by the Sierra County Board of Supervisors.

B.2 MILEAGE. Included in base proposal. Notwithstanding anything to the contrary in this agreement mileage for vehicle use shall be paid only at the IRS approved rate.

B.3 TRAVEL COSTS. Included in base proposal

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 \$0 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	\$5,618.00
B.2	Mileage	Included in base fee
B.3	Travel Costs	Included in base fee
B.4	Authorization Required	0
B.5	Special Circumstances	0
	MAXIMUM CONTRACT AMOUNT	\$5,618.00

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.

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).

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.

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":

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":

Craig W. Morgan
Avalex, Inc.
P.O. Box 550218
South Lake Tahoe, CA 96155

AGMT-SER.PRO 714201125

(

County of Sierra
Auditor's Office
Post Office Box 425
Downieville, California 95936

Our File No. _____

Re: _____

STATEMENT OF ACCOUNT FOR

BALANCE FORWARD \$

TOTAL CURRENT CHARGES:

<u>Date</u>	<u>Staff</u>	<u>Description of Service</u>	<u>Hrs</u>	<u>Rate</u>	<u>Total</u>
-------------	--------------	-------------------------------	------------	-------------	--------------

Total \$ _____



AVALEX INC.

Civil Engineering and Environmental Services

July 9, 2020

Tim H. Beals, Director
Sierra County Department of Public Works
P.O. Box 98
Downieville, California 95936

Re: Proposal for Engineering Services – Closure Report: Alleghany Maintenance Facility Leaking Underground Fuel Tank (LUFT) Site (Fiscal Year 2020/2021)

Dear Mr. Beals:

Pursuant to your request, we have prepared the following work proposal to prepare documentation necessary to support a request for closure to the Central Valley Regional Water Quality Control Board (Regional Board). Work to be accomplished consists of the preparation and submittal of a closure request report. The total cost of the proposed services is \$5,618.

Closure Request Report Preparation

In discussions with Regional Board staff, it has been recommended that Sierra County submit a closure request in view of recent monitoring data. The Regional Board requires that all closure requests be supported with a closure report prepared in accordance with the State Water Resources Control Board's (State Board's) Resolution No. 2012-0016, *Water Quality Control Policy for Low-Threat Underground Storage Tank Case Closure*. This policy requires that an analysis be performed to demonstrate the site satisfies the following General Criteria for closure:

- a. The unauthorized release is located within the service area of a public water system;
- b. The unauthorized release consists only of petroleum;
- c. The unauthorized ("primary") release from the UST system has been stopped;
- d. Free product has been removed to the maximum extent practicable;
- e. A conceptual site model that assesses the nature, extent, and mobility of the release has been developed;
- f. Secondary source has been removed to the extent practicable;
- g. Soil or groundwater has been tested for methyl tert-butyl ether (MTBE) and results reported in accordance with Health and Safety Code section 25296.15; and

591 Tahoe Keys Blvd., Ste. D6
Mailing Address:
Post Office Box 550218
South Lake Tahoe, CA 96155

Phone: (530) 543-3200
Fax: (530) 543-3201
Email: avalex@avalex.info
Exhibit 1, Page11

Tim H. Beals, Director
June 9, 2020
Page 2 of 2

h. Nuisance as defined by Water Code section 13050 does not exist at the site.

In addition, the policy requires that Media-Specific Criteria for exposure from Groundwater, Vapor Intrusion to Indoor Air, and Direct Contact and Outdoor Air Exposure be assessed.

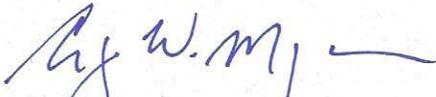
Consistent with the State Board policy for closure, it is proposed that a closure request report be prepared addressing the site closure criteria and submitted to the Regional Board for closure consideration.

We propose to accomplish the above listed work tasks on a time and materials basis in accordance with our attached FY 2020/2021 Fee Schedule for Sierra County. A summary of the estimated costs is included in the attached table.

As always, we look forward to working with the County. If you have any questions concerning the proposal, please call me at (530) 543-3200.

Sincerely,

AVALEX INC.

A handwritten signature in blue ink, appearing to read 'Craig Morgan', with a horizontal line extending to the right.

Craig Morgan, MBA, P.E.
Principal Engineer

Attachments: Cost Estimate - Engineering Services - Site Closure Report
Schedule of Charges—Sierra County FY 2019/2020

**Cost Estimate - Engineering Services
 Site Closure
 FY (2020/2021)
 Alleghany Maintenance Facility Leaking Underground Fuel Tank (LUFT)
 Sierra County, California
 July 9, 2020**

Description	Quantity	Units	Unit Cost	Total Cost
SITE CLOSURE DOCUMENTATION PREPARATION				
Closure Report Preparation				
Principal Engineer - Closure Report Preparation	40	hr.	\$125.00	\$5,000
Drafting	8	hr.	\$77.25	\$618
			TOTAL	\$5,618

**SCHEDULE OF CHARGES
SIERRA COUNTY
(FY 2020/2021)**

<u>Professional Services</u>	<u>Billing Rate</u>
Principal Civil Engineer	\$125.00/hour
Engineering Technician	\$77.25/hour
CAD/GIS Analyst	\$77.25/hour

Time spent traveling in the interest of the client will be billed at the hourly rate.

Per Diem

Subsistence will be charged when it is necessary for an employee to be away from the office overnight to perform their duties. Charges will be billed at cost plus five percent (5%).

Direct Expenses / Outside Services

All direct expenses / outside services incurred during the project will be billed at cost plus fifteen percent (15%). Copies in excess of 50 pages will be billed to the client.

Mileage

Mileage will be charged at IRS standard mileage rate.

Payment

Billings are payable upon receipt and are past due 30 days from invoice date. A finance and service charge of 1.5 percent per month will be charged on past due accounts.

This fee schedule is for work accomplished during the FY 2020/2021 under the proposed scope of services. We reserve the right to revise the fee schedule for future years and for services outside the proposed scope of services.

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

MEETING DATE: July 21, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> 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 19, 2020.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Minutes

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

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE



**STATE OF CALIFORNIA, COUNTY OF SIERRA
BOARD OF SUPERVISORS
MINUTES
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 met in regular session commencing at 9:00 a.m. on May 19, 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, Vice-Chair, Supervisor, 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
Mike Fisher, Sheriff/Coroner
Celia Sutton-Pado, County Health Officer

May 19, 2020

APPROVAL OF THE CONSENT AGENDA

At the request of the Clerk, Consent Item 11.J. was pulled from the agenda.

11.J. Minutes from the special meeting held on April 16, 2020. (CLERK OF THE BOARD)

The Board moved to approve the Consent Agenda as amended.

APPROVED as amended. Motion: Adams/Huebner/Unanimous Roll Call Vote: 5/0

11. CONSENT AGENDA

11.A. Amendment to Professional Services Agreement 2019-096 between The Regents of the University of California on behalf of its Davis campus UC Davis Continuing and Professional Education and Sierra County. (SOCIAL SERVICES)

APPROVED, Agreement 2020-040

11.B. Workforce Innovation and Opportunity Act (WIOA) Memorandum of Understanding between Northern Rural Training and Employment Consortium (NORTEC) and America's Job Center of California Partners. (SOCIAL SERVICES)

APPROVED, Agreement 2020-041

11.C. Resolution approving the Business, Consumer Services, and Housing Agency's Homeless Housing, Assistance and Prevention Grant Standard Agreement Number 20-HHAP-00084 and authorizing Lea Salas, Administrative Director of Behavioral Health, to sign the Agreement. (BEHAVIORAL HEALTH)

ADOPTED, Resolution 2020-057

APPROVED, Agreement 2020-042

11.D. Resolution approving the Professional Services Agreement between the County of Shasta and the County of Sierra for Epidemiological services and authorizing Vickie Clark, Director of Public Health, to sign the Agreement. (PUBLIC HEALTH)

ADOPTED, Resolution 2020-058

APPROVED, Agreement 2020-043

11.E. Resolution approving the submittal of an application for the Local Enforcement Agency Grant and authorizing Director or Designee to

May 19, 2020

execute the necessary application for the securing of grant funds.
(PUBLIC HEALTH)

ADOPTED, Resolution 2020-059

11.F. Resolution approving Cooperative Law Enforcement Fiscal Year 2020 Annual Operating and Financial Plan between the Sierra County Sheriff's Office and the USDA, Forest Service Tahoe and Plumas National Forest.
(SHERIFF)

ADOPTED, Resolution 2020-060

APPROVED, Agreement 2020-044

11.G. Resolution for the 2020 Controlled Substance Annual Operating and Financial Plan Between the Sierra County Sheriff's Office and the USDA, Forest Service Tahoe and Plumas National Forest. (SHERIFF)

ADOPTED, Resolution 2020-061

APPROVED, Agreement 2020-045

11.H. Modification of Agreement between Northern California EMS, Inc. and Sierra County for EMS Services. (CLERK OF THE BOARD)

APPROVED, Agreement 2020-046

11.I. Minutes from the regular meeting held on April 7, 2020. (CLERK OF THE BOARD)

APPROVAL OF THE REGULAR AGENDA

At the request of the Clerk on behalf of the Director of Public Works, Item 8.B. was pulled from the Regular Agenda.

8.B. License Agreement (Public Safety Power Shutoff) with Pacific Gas and Electric Company for use of the Downieville Community Hall, 327 Main Street, Downieville, Assessor's Parcel Number 003-101-006 as a customer resource center during public safety power shutoff events.

The Board moved to approve the Regular Agenda as amended.

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

REGULAR AGENDA

May 19, 2020

PUBLIC COMMENT OPPORTUNITY

At 9:03 a.m. Chair Beard opened and closed the public comment opportunity with no persons addressing the Board.

COMMITTEE REPORTS & ANNOUNCEMENTS

Supervisor Roen reported on the North Yuba Forest Partnership and the need to appoint an alternate member at the next Board meeting.

Supervisor Adams reported on RCRC's executive meeting scheduled for tomorrow to discuss waving county dues to RCRC for the next two years due to COVID-19, and CSAC will meet next week.

Supervisor Roen also reported on the Sierra Valley Groundwater Management District's upcoming public hearing in June proposing to reduce their fees back to the 2016 rates.

DEPARTMENT MANAGERS' REPORTS & ANNOUNCEMENTS

The Auditor reported on issues with the Auditor's office space located above the Western Sierra Medical Clinic as it is not ADA compliant and requested this matter be referred to the Finance Committee.

By consensus, the Board referred the discussion and recommendation on alternative office space for county offices located above the Western Sierra Medical Clinic to the Finance Committee.

The Auditor also reported on potential impacts to the transient occupancy tax collected by the County due to COVID-19.

The Director of Behavioral Health reported on the Substance Abuse Block Grant desk audit and working with Kingsview on their configuration for drug medical for substance use disorder services.

The Director of Health and Social Services reported on the increase in public assistance activity; the approval of the CSMP (COVID-19 Funding) surge grant in the amount of \$100,000; and the status of the recruitment of the Fiscal Officer position.

The Director of Planning reported on the Downieville Community Hall and seeking quotes for restoration of the upstairs exit as it has been red tagged; having an engineer evaluate the Calpine Community Hall due to groundwater issues that have rotted the posts under the floor; the Local Transportation Commission will meet on Wednesday; the hiring of a new Planner; a meeting with the Forest Service regarding burning wood waste at the transfer stations; and the status of the Sierra Brooks Water System project.

May 19, 2020

Supervisor Dryden commented on the spreadsheet from Judi Behlke, Personnel Analyst regarding the status of vacant county positions.

FOREST SERVICE UPDATE

Sierraville District Ranger Quentin Youngblood responded to the Director's comments regarding burning permits at the transfer stations in Sierra City and Calpine and the issuance of permits no longer being under the Forest Service's jurisdiction authority; it now lies with Cal Fire and he believes there are some different ways to do business.

Ranger Youngblood continued to report on matters going on in the district and the Forest Service's request for an email from the County clarifying that the reopening of campgrounds is not consistent with stage 2 of the County's opening plan and California stay at home order.

Yuba District Ranger Lon Henderson commented on concerns with disperse camping in the district.

Considerable discussion ensued with the Board regarding campgrounds opening in other counties.

BOARD OF SUPERVISORS

- 6.A. Presentation by Carolyn Widman, Executive Director of Inc. Seniors on the Loyalton Senior Center's efforts to meet the needs of the community during the COVID-19 pandemic. (SUPERVISOR DRYDEN)

Supervisor Dryden introduced the item and provided background on the Agency on Aging Area 4 and Inc. Seniors.

Carolyn Widman, Executive Director made a presentation on the operations of the Loyalton Senior Center to the Board.

Brief discussion ensued with the Board.

- 6.B Discussion/action regarding the Sierra County Economic Development Committee. (CLERK OF THE BOARD)

The Clerk provided background on the Sierra County Economic Development Committee and suggested the Board review the composition of the committee and declare some of the positions vacant as many of the members no longer reside in the County.

The Director of Planning provided background on the purpose of the committee and the projects the committee took on over the years. The Director further

May 19, 2020

recommended the County invest the necessary time and resources into the committee if it is going to be restructured and revived.

Glen Haubl, Sierra City commented on the importance of the committee in order to attract new residents, businesses and capital into the County.

Supervisor Adams suggested exploring the reorganization of the committee when the Board can meet face to face again. Supervisor Adams also expressed the need for the two chambers of commerce, the Downieville Improvement Group, the Visitor's Bureau and potentially this committee to work together.

Supervisor Dryden concurred with Supervisor Adams comments.

Mr. Haubl continued to comment on his reason for having brought this issue to the Board so it would have a role and place in the 2020/2021 County budget.

The Director commented that he would be willing to put together material for the Board showing how the committee has progressed over the years and outlining options for the Board moving forward.

Supervisor Adams continued to recommend having this discussion when the Board can meet in person and suggested committing towards this effort the \$1,000 in county dues that RCRC has waived.

Following further discussion and by consensus, the Board directed bringing this matter back before the Board when the stay at home order is lifted and the Board can meet in person.

6.C. 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.
(CLERK OF THE BOARD)

The County Health Officer provided a report on recent COVID-19 testing in the County.

In response to Supervisor Adams' inquiry, Ranger Youngblood recommended a statement from the Board that clarifies the County's position with respect to short-term lodging in stage 2.

Following brief discussion, the Board moved to authorize a letter to the Tahoe National Forest Supervisor confirming the Board's concurrence with the Sierra County Health Officer with respect to compliance with the State's stay at home order and short term lodging which is not approved under stage 2.

May 19, 2020

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

The Director of Health and Social Services clarified that the County's attestation plan is clear that the opening of campgrounds is in stage 3. The Director continued to provide a report on testing and the business plans they have received.

At the request of Supervisor Roen and by consensus, the Board authorized him to work with the County Health Department and Superintendent of Schools on high school graduation plans for both sides of the County.

Discussion ensued regarding opening of county offices, continuing to keep the courthouse doors locked and doing business by appointment only, and having each office implement a policy for employee and public safety.

Chair Beard moved to eliminate all restrictions and open Sierra County.

The County Health Officer commented on the importance of the face covering order.

Motion died due to lack of a second.

In response to Supervisor Roen's inquiry, the County Health Officer clarified that minimal opening of government offices is allowed in stage 2 with modifications in place that are focused on safety and disinfection of the workplace.

Discussion ensued regarding having each office implement a plan for review by the County Health Department similar to what is required for businesses in the County.

Additional reports were given by the Director of Planning, OES Coordinator Lee Brown and the Sheriff.

Following brief discussion regarding a request from RCRC, CSAC, the California State Sheriff's Association and eight other county affiliate organizations, to weigh-in on a letter they wrote to the Governor requesting adjustments to the 1991 and 2011 realignment funding due to the impact to local agency budgets, the Board moved to authorize a letter to the Governor in regards to the 1991 and 2011 realignment funding.

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

7. BEHAVIORAL HEALTH - LEA SALAS

- 7.A. Resolution approving the Business, Consumer Services and Housing Agency's COVID-19 Emergency Homeless Funding Agreement # 20-HCFC-00064 and authorizing Lea Salas, Administrative Director of Behavioral Health, to sign the Agreement.

May 19, 2020

The Director of Behavioral Health provided background on the Business, Consumer Services and Housing Agency's COVID-19 Emergency Homeless Funding for \$10,000.

The Board moved to adopt the resolution approving the Business, Consumer Services and Housing Agency's COVID-19 Emergency Homeless Funding Agreement # 20-HCFC-00064 and authorizing Lea Salas, Administrative Director of Behavioral Health, to sign the Agreement.

In response to Supervisor Dryden's inquiry, the Director explained the funds would be used for isolation, hotels for housing, outreach, transportation, and staffing to provide these services.

ADOPTED, Resolution 2020-062 and **APPROVED**, Agreement 2020-047. Motion: Adams/Dryden/Unanimous Roll Call Vote: 5/0

8. PUBLIC WORKS/TRANSPORTATION - TIM BEALS

- 8.A. Amendment to Sierra County Agreement 2009-044 with Sauers Engineering Services adding additional compensation for remaining construction management services for the Sierra Brooks Water System Project.

The Director of Public Works briefly explained the proposed agreement concludes any remaining services from the project engineer through the course of the project.

The Board moved to approve the amendment to Sierra County Agreement 2009-044 with Sauers Engineering Services adding additional compensation for remaining construction management services for the Sierra Brooks Water System Project.

APPROVED, Agreement 2020-048. Motion: Dryden/Roen/Unanimous Roll Call Vote: 5/0

- 8.C. Resolution approving grant agreement with Sierra Nevada Conservancy for the Greene Acres Forest Health Planning Project.

The Director of Public Works provided background on the Greene Acres Forest Health Planning project.

The Board moved to adopt the resolution approving grant agreement with Sierra Nevada Conservancy for the Greene Acres Forest Health Planning Project.

ADOPTED, Resolution 2020-063 and **APPROVED**, Agreement 2020-049. Motion: Huebner/Roen/Unanimous Roll Call Vote: 5/0

May 19, 2020

9. COUNTY SERVICE AREA BOARD OF DIRECTORS

At 11:45 a.m., Chair Beard recessed the Regular Board meeting and reconvened as the County Service Area Board of Directors.

At 12:22 p.m., Chair Beard adjourned as the County Service Area Board of Directors and reconvened as the Board of Supervisors.

CLOSED SESSION STATEMENT

Deputy County Counsel reported out for the May 5, 2020 Board meeting.

May 5, 2020 - 11.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 nothing occurred in closed session that required reporting out.

10. CLOSED SESSION

10.A. Closed session pursuant to Government Code section 54956.9(a) - conference with legal counsel regarding the following litigation: Sierra County v. Loyalton Mobile Home Park, Sierra County Superior Court Case No. 7677.

The Board met in closed session from 12:33 p.m. to 12:40 p.m.

ADJOURN

At 12:40 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: July 21, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Clerk-Recorder
APPROVING PARTY: Heather Foster, Clerk-Recorder
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Minutes from the regular meeting held on June 2, 2020.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Minutes

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

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE



**STATE OF CALIFORNIA, COUNTY OF SIERRA
BOARD OF SUPERVISORS
MINUTES
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 met in regular session commencing at 9:00 a.m. on June 2, 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, 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/Public Works/Transportation/OES
Lea Salas, Director of Behavioral Health
Vickie Clark, Director of Health and Social Services
Jeremy Miller, Chief Technology Officer (CTO)
Mike Fisher, Sheriff/Coroner

June 2, 2020

APPROVAL OF THE CONSENT AGENDA

The Board moved to approve the Consent Agenda.

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

11. CONSENT AGENDA

11.A. Agreement between The Regents of the University of California, on behalf of its Davis campus UC Davis Continuing and Professional Education and Sierra County for ten (10) units of training. (SOCIAL SERVICES)

APPROVED, Agreement 2020-050

11.B. Cash Audit report for the quarter ended March 31, 2020. (AUDITOR)

11.C. Treasurer's investment report and statement of liquidity for the period ending March 31, 2020. (TREASURER)

11.D. Resolution approving plans, specifications and bidding documents and authorization to solicit bids for 2017 Storm Damage Repair, FEMA Project, on Belle Street, Downieville. (PUBLIC WORKS)

ADOPTED, Resolution 2020-064

11.E. Resolution approving plans, specifications and bidding documents and authorization to solicit bids for 2017 Storm Damage Repair, FEMA Project, on Foote Road. (PUBLIC WORKS)

ADOPTED, Resolution 2020-065

11.F. Resolution approving plans, specifications and bidding documents and authorization to solicit bids for 2017 Storm Damage Repair, FEMA Project, on Goodyears Creek Road. (PUBLIC WORKS)

ADOPTED, Resolution 2020-066

11.G. Renewal of contract for Public Defender Services with J. Lon Cooper. (CLERK OF THE BOARD)

APPROVED, Agreement 2020-051

APPROVAL OF REGULAR AGENDA

The Board moved to approve the Regular Agenda.

June 2, 2020

APPROVED. Motion: Roen/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 person addressing the Board.

3. COMMITTEE REPORTS & ANNOUNCEMENTS

Supervisor Adams reported on the CSAC meeting he attended last Thursday and the presentation by the State Director of Finance regarding the likeliness of the state budget having troubles for the next three years.

4. DEPARTMENT MANAGERS' REPORTS & ANNOUNCEMENTS

The Sheriff reported on the renewal of the MOU with Nevada County for inmate housing which will have an increase in the daily housing rate from \$77 to \$133 per day.

5. FOREST SERVICE UPDATE

Sierraville District Ranger Quentin Youngblood provided an update on a number of activities going on in the Sierraville Ranger District. Ranger Youngblood also requested the County send an email to the Forest Supervisor regarding where the County stands with respect to stage 2 and short-term lodging.

Yuba River District Ranger Lon Henderson provided an update on activities going on in the Yuba River Ranger District.

6. INFORMATION SYSTEMS - JEREMY MILLER

6.A. Contract between Cadence Team, Inc. and the County of Sierra for network support services.

The Chief Technology Officer (CTO) provided background on the network support services contract which contract would be in lieu of hiring a third position in the department at this time and would free up time for his department to address the current workload in the County timely and efficiently.

Board discussion ensued.

Following discussion, the Board moved to approve the contract between Cadence Team, Inc. and the County of Sierra for network support services.

June 2, 2020

Supervisor Huebner expressed concerns regarding the contract and requested holding off until the budget discussions.

Comments were received by the Clerk and the Assessor in support of the contract.

Board questioning and discussion ensued.

APPROVED, Agreement 2020-052. Motion: Adams/Roen/Unanimous Roll Call Vote: 5/0

7.C. Discussion/request to create an ad hoc committee to meet with Sierra Valley Enterprises, LLC and Nevada Energy regarding the Loyalton Cogen. (SUPERVISOR ROEN)

Supervisor Roen provided background on the contract negotiations between Sierra Valley Enterprises, LLC and Nevada Energy regarding the transfer of power and requested the Board appoint an ad hoc committee to meet with both entities, as this is the only thing holding up the operation of the Cogen.

Chair Beard appointed Supervisors Roen and Dryden to an ad hoc committee to meet with Sierra Valley Enterprises, LLC and Nevada Energy regarding the Loyalton Cogen.

7. BOARD OF SUPERVISORS

7.A. Approval of letter to the Wildlife Conservation Board in support of the North Yuba Forest Partnership (NYFP). (SUPERVISOR ROEN)

The Board moved to approve the letter to the Wildlife Conservation Board in support of the North Yuba Forest Partnership (NYFP).

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

7.B. Discussion/appointment of an alternate Board member to serve on the North Yuba Forest Partnership. (SUPERVISOR ROEN)

The Board moved to appoint Supervisor Adams as an alternate Board member on the North Yuba Forest Partnership.

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

7.D. Appointments to the Local Solid Waste Enforcement Hearing Panel. (CLERK OF THE BOARD)

June 2, 2020

The Board moved to reappoint Betty Thatcher as the public member and Doug Ames as the solid waste expert to the Local Solid Waste Enforcement Hearing Panel.

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

7.E. Appointment to the Sierra County Fish and Wildlife Commission. (CLERK OF THE BOARD)

The Board moved to appoint William Copren to the Sierra County Fish and Wildlife Commission and authorized the Clerk to advertise to fill the vacant alternate position.

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

7.F. 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. (CLERK OF THE BOARD)

The Director of Health and Social Services provided a detailed report on the reopening of the County.

Board discussion and questioning ensued.

The Director of OES reported on having removed the parking barricades in the communities and moving forward with removing the closure signs from approximately 20 county parks. The Director further requested clarification on what action should be taken with respect to the Downieville Community Hall, Calpine Community Hall, Kentucky Mine and Sierraville School.

Discussion ensued regarding filing business plans with the County Health Department for the visitor centers, community halls, Sierraville School and Kentucky Mine; giving the Director administrative authority to determine which county parks to open or keep closed; and working to open public restrooms within the County.

In response to the Director's inquiry, the Director of Health indicated they are ok with the removal of the larger signs located on the state highway.

Following brief discussion, the Board moved to approve a letter to Tahoe National Forest Supervisor Eli Illano pertaining to clarification regarding stage 2 restrictions and camping.

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

June 2, 2020

The Director continued to report on the transit system continuing to operate as they are currently.

The Sheriff provided a brief report on the large number of people visiting the County over the last weekend specifically in the Dog Valley area.

Public comment was received from Glen Haubl, Sierra Pines Resort.

8. PUBLIC WORKS/TRANSPORTATION - TIM BEALS

8.A. Discussion and direction with regard to issuing permits for special events permitted or planned for Sierra County.

The Director of Public Works provided background on the number of pending requests and permits for special events.

Discussion ensued with the Board regarding most summer events having already been cancelled; not issuing permits for use of public property that would encourage people from out of the area to visit while the stay at home order is in effect; having any future requests for permits come before the full Board for consideration; and issuing refunds to applicants that have already been issued permits.

The Director clarified that he can administratively issue refunds without Board action.

Following discussion, the Board moved continue the suspension of encroachment permits for special events until July 7, 2020. The Board further encouraged the Director to bring this matter back if there is a need to vacate the suspension or take other appropriate action before the next meeting.

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

8.B. Authorize letter of support to the Federal Highway Administration in support of the Yuba River Scenic Byway nomination package, which seeks the designation of National Scenic Byway for California State Route 49 from the Yuba-Sierra County Line to Yuba Pass.

The Board moved to authorize the letter of support to the Federal Highway Administration in support of the Yuba River Scenic Byway nomination package, which seeks the designation of National Scenic Byway for California State Route 49 from the Yuba-Sierra County Line to Yuba Pass.

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

June 2, 2020

- 8.C. Discussion and direction on invoice payments under the Yuba Project grant (Sierra Nevada Conservancy (SNC) #1023) regarding retention required by SNC guidelines for individual payments.

The Director of Public Works briefly explained the purpose of the item, which is to determine how the Board wants to treat the payments to the contractor, Registered Professional Forester Danielle Bradfield, as the Sierra Nevada Conservancy guidelines require a 10% retention of the \$65,000 allocated to the project for administrative services.

Discussion ensued with the Board.

Following discussion, the Board moved to authorize the Auditor to front the 10% retention to the contractor out of the general fund.

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

- 8.D. License Agreement (Public Safety Power Shutoff) with Pacific Gas and Electric Company for use of the Downieville Community Hall, 327 Main Street, Downieville, Assessor's Parcel Number 003-101-006 as a customer resource center during public safety power shutoff events.

The Director of Public Works provided background on the agreement.

Discussion ensued with the Board.

Following discussion, the Board moved to approve the license agreement (Public Safety Power Shutoff) with Pacific Gas and Electric Company for use of the Downieville Community Hall, 327 Main Street, Downieville, Assessor's Parcel Number 003-101-006 as a customer resource center during public safety power shutoff events.

APPROVED, Agreement 2020-053. Motion: Adams/Huebner/Unanimous Roll Call Vote: 5/0

COUNTY SERVICE AREA BOARD OF DIRECTORS

At 11:38 a.m., Chair Beard recessed the Regular Board meeting and reconvened as the County Service Area Board of Directors.

At 11:54 a.m., Chair Beard adjourned as the County Service Area Board of Directors and reconvened as the Board of Supervisors.

CLOSED SESSION STATEMENT

Deputy County Counsel reported out for the May 19, 2020 Board meeting.

June 2, 2020

May 19, 2020 - 10.A. Closed session pursuant to Government Code section 54956.9(a) - conference with legal counsel regarding the following litigation: Sierra County v. Loyalton Mobile Home Park, Sierra County Superior Court Case No. 7677.

Deputy County Counsel reported that direction was given to staff.

CLOSED SESSION

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

The Board met in closed session from 12:05 p.m. to 12:26 p.m.

12. CORRESPONDENCE LOG

12.A. Letter from ISO (Insurance Services Office) to Sierra County Fire Protection District 1 regarding the results of the Public Protection Classification (PPC) survey.

No action taken.

ADJOURN

At 12:26 p.m., with no further business, Chair Beard adjourned the meeting.

JIM BEARD, CHAIR
BOARD OF SUPERVISORS

ATTEST:

HEATHER FOSTER
CLERK OF THE BOARD



**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 July 7, 2020. This meeting was recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

At the request of Supervisor Adams, the Board held a moment of silence in memory of Ari Gershman.

PLEDGE OF ALLEGIANCE: Led by Chair Beard

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

July 7, 2020

Vickie Clark, Director of Health and Social Services
Mike Fisher, Sheriff/Coroner
Celia Sutton-Pado, County Health Officer
Jeremy Miller, Chief Technology Officer (CTO)

APPROVAL OF CONSENT AGENDA

The Board moved to approve the Consent Agenda.

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

11. CONSENT AGENDA

11.A. Professional services agreement between Maureen F. Bauman, LCSW, MPA, and Sierra County to provide program oversight at the request of the Behavioral Health Clinical and Administrative Directors. (BEHAVIORAL HEALTH)

APPROVED, Agreement 2020-072

11.B. Professional services agreement between Sierra County Office of Education and Sierra County Behavioral Health for Substance Abuse Prevention programs. (BEHAVIORAL HEALTH)

APPROVED, Agreement 2020-073

11.C. Lease agreement between Janet M. Hamilton, Pamela A. Brandon and Sierra County for office space on the west side of the county. (SOCIAL SERVICES)

APPROVED, Agreement 2020-074

11.D. Amendment to Sierra County Agreement 2018-007 with MGE Engineering to include construction management services for 3 sites (Belle Street, Foote Road, Goodyears Creek) included in the Professional Engineering and Environmental Services for 2017 Flood Damage – Multiple Sites. (PUBLIC WORKS)

APPROVED, Agreement 2020-075

11.E. Resolution approving the consolidation of District and Municipal Elections with the County's General Election to be held on November 3, 2020. (ELECTIONS)

ADOPTED, Resolution 2020-076

July 7, 2020

- 11.F. Resolution approving Tolling Agreement with AT&T which allows for an extension of processing time for a Conditional Use Permit and Site Plan Review Applications, County Planning File 1669. (PLANNING)

ADOPTED, Resolution 2020-077

APPROVED, Agreement 2020-080

- 11.G. Minutes from the regular meeting held on May 5, 2020. (CLERK)
- 11.H. Minutes from the special meeting held on June 23, 2020. (CLERK)
- 11.I. Minutes from the special meeting held on June 29, 2020. (CLERK)

APPROVAL OF REGULAR AGENDA

The Board moved to approve the Regular Agenda.

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

REGULAR AGENDA

2. PUBLIC COMMENT OPPORTUNITY

At 9:03 a.m., Chair Beard opened and closed the public comment opportunity with no persons addressing the Board.

3. COMMITTEE REPORTS & ANNOUNCEMENTS

Supervisor Adams reported that the Nor-Cal EMS board will meet virtually this Thursday.

Supervisor Roen reported on a call with the North Yuba Forest Partnership and Cal Fire and trying to gain support from Cal Fire for the project over here.

Supervisor Dryden reported on the recent and upcoming community firewise committee meetings in an attempt to move the assessment forward and put Sierra Brooks into a firewise designation.

DEPARTMENT MANAGERS' REPORTS & ANNOUNCEMENTS

The Director of Behavioral Health reported on the status of the new building for the wellness center and the state's notice regarding the delay of the reversion of Mental Health Services Act funds to the state.

The Sheriff reported on the temporary filling of an open deputy position with a correctional officer which will result in a savings to the County; the increase in the

July 7, 2020

agreement with Nevada County for inmate housing from \$77 to \$136 per day per inmate effective this fiscal year; and the active shooter and critical incident that happened over the July 4th weekend.

The Assessor reported on the delivery of the secured and unsecured rolls on June 29th, which was a 4.2% increase over last year.

FOREST SERVICE UPDATE

Yuba District Ranger Lon Henderson reported on the active shooter incident this past weekend and various other projects going on in the district.

Sierraville District Ranger Quentin Youngblood also reported on the active shooter incident this past weekend and expressed his appreciation to the Sheriff and all who worked on the incident.

BOARD OF SUPERVISORS

- 6.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 Director of Health and Social Services provided an update on recent numbers of COVID cases in the state and the Governor implementing a watch list wherein each county is monitored and if a county's score goes below the threshold and stays for three consecutive days the state will require the county to rollback and close down indoor activities.

The Director continued to report on the Governor establishing a task force overseen by Cal OSHA for enforcement; Sierra County's recent testing numbers provided by the Public Health nurse; the CMSP COVID grant funding; and updated guidance manuals recently released by the state.

The County Health Officer provided a brief update on the state requesting labs to prioritize testing for those who are in a high-risk population.

Supervisor Roen reported on the cancellation of the Plumas-Sierra County Fair and the fair sale committee having secured a private location at the roping grounds in Sierraville to hold a small livestock show and sale.

The Director of OES reported on assisting the courts with two court sessions and devoting an employee to the hallway and restrooms during the court proceedings.

July 7, 2020

The Director further referred to COVID funding opportunities and requested the Board authorize the Chair or Vice-Chair to sign any certification documents necessary to secure funding in the name of Sierra County.

The Board moved to authorize the Vice-Chair to sign any certification documents necessary to secure funding in the name of the County.

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

6.B. Appointment to the Sierra County Fire Protection District #1. (CLERK OF THE BOARD)

The Board moved to appoint Candice Hunter to the Sierra County Fire Protection District #1.

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

6.C. Appointment of alternate to the Sierra County Fish and Wildlife Commission. (CLERK OF THE BOARD)

The Board moved to appoint Michael Estrada as an alternate member to the Sierra County Fish and Wildlife Commission.

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

7.B. Introduction and first reading of an ordinance amending Section 5.20.020 of the Sierra County Code to increase Sierra County's Transient Occupancy Tax rate from 10 to 12.5 percent, subject to approval of two-thirds of the electors voting on the tax measure at the November 3, 2020 General Election. (CLERK OF THE BOARD)

Supervisor Adams provided background on the request to increase the transient occupancy tax (TOT) and clarified that Board is not raising the TOT only asking the voters if they want to raise it.

The Board moved to introduce and waive the first reading of an ordinance amending Section 5.20.020 of the Sierra County Code to increase Sierra County's Transient Occupancy Tax rate from 10 to 12.5 percent, subject to approval of two-thirds of the electors voting on the tax measure at the November 3, 2020 General Election.

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

7. PERSONNEL DIRECTOR - MARGARET LONG

7.A. Resolution adopting the Sierra County Alcohol and Drug Free Workplace Policy.

July 7, 2020

Deputy County Counsel provided background on the policy, which has already gone through review by the department heads and the union.

Supervisor Adams recommended removing the reference on page 12 pertaining to employees represented by the Deputy District Attorney/Deputy Public Defenders Unit as Sierra County does not have these units.

Deputy County Counsel commented that this is a clerical error and the Board can either make the correction now or bring the corrected policy back to the next meeting.

Discussion ensued with the Board regarding continuing this to the next meeting.

The Director of Transportation expressed concerns with the policy and recommended forwarding a copy of the policy to Caltrans to make sure the FTA/STA issues regarding transit are covered.

Following discussion, the Board directed staff to bring back an amended resolution at the next meeting.

- 7.C. Introduction and first reading of an ordinance repealing Chapter 3.12 of the Sierra County Code pertaining to Drug and Alcohol Nonuse and Testing.

The Board moved to introduce and waive the first reading of an ordinance repealing Chapter 3.12 of the Sierra County Code pertaining to Drug and Alcohol Nonuse and Testing.

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

8. BEHAVIORAL HEALTH - LEA SALAS

- 8.A. Approval of Sierra Housing Study and discussion regarding Site Feasibility Study and the joint project with Plumas County for No Place Like Home.

At 10:22 a.m. Supervisor Roen stepped down from the meeting.

The Director of Behavioral Health provided clarification on the difference between Section 8 housing and temporary sheltering in an emergency.

Board discussion and questioning ensued.

The Director continued to provide additional background on the joint project with Plumas County and clarified that she is not asking for approval of the housing study.

July 7, 2020

Supervisor Dryden expressed her appreciation of the Director's efforts working on this partnership with Plumas County and commented that she would like to attend the Plumas County Board of Supervisors meeting when the partnership is discussed.

Supervisor Dryden continued to express concerns regarding how Sierra County's mental health services clients will receive services in Sierra County if they are placed into a permanent housing situation in Plumas County.

Board discussion ensued.

Supervisor Adams recommended reaching out to other jurisdictions to partner with in the event the partnership with Plumas County does not work out.

In response to Supervisor Dryden's inquiry, the Director clarified that no action is needed by the Board.

9. HEALTH & SOCIAL SERVICES - VICKIE CLARK

9.A. Master Service Agreement between Charger Access and Sierra County Health and Human Services for Ethernet and Point to Point (PTP) services beginning approximately on September 2, 2020 through September 2, 2023 utilizing the Rural Healthcare Program through Universal Service Administrative Co. (USAC).

At 10:45 a.m., Supervisor Roen returned to the Board.

The Director of Health and Social Services provided background on the agreement with Charger Access and the Rural Healthcare Program, which provides access to high-speed services at a discounted price.

The Chief Technology Officer commented on having gone out to bid for the contract to see who had the better rate and could service our location.

Following brief discussion, the Board moved to approve the Master Service Agreement between Charger Access and Sierra County Health and Human Services for Ethernet and Point to Point (PTP) services beginning approximately on September 2, 2020 through September 2, 2023 utilizing the Rural Healthcare Program through Universal Service Administrative Co. (USAC).

APPROVED, Agreement 2020-076. Roen/Adams/Unanimous Roll Call Vote: 5/0

10. PUBLIC WORKS/TRANSPORTATION - TIM BEALS

10.A. Presentation of bids and adoption of resolution for award of Public Works Contract to Hansen Bros. Enterprises for the 2017 Storm Damage Repair Belle Street FEMA Project Numbers PA-09-CA-4301- PW 00072.

July 7, 2020

Deputy Director of Transportation Bryan Davey reviewed the bids received for the Belle Street project and the determination that the lowest bidder, Peter Schack, was not qualified.

Following brief discussion, the Board moved to reject the lowest bid by Peter Schack and adopt the resolution for award of Public Works Contract to Hanson Bros. Enterprises for the 2017 Storm Damage Repair Belle Street FEMA Project Numbers PA-09-CA-4301- PW 00072.

ADOPTED, Resolution 2020-078 and **APPROVED**, Agreement 2020-077. Motion: Roen/Huebner/Unanimous Roll Call Vote: 5/0

- 10.B. Presentation of bids and adoption of resolution for award of Public Works Contract to Hansen Bros. Enterprises for the 2017 Storm Damage Repair Foote Road Location 1 and 2, FEMA Project Number PA- 09-CA-4308- PW 00086.

Deputy Director of Transportation Bryan Davey reviewed the bids received for the two projects on Foote Road.

The Board moved to adopt the resolution for award of Public Works Contract to Hansen Bros. Enterprises for the 2017 Storm Damage Repair Foote Road Location 1 and 2, FEMA Project Number PA- 09-CA-4308- PW 00086.

ADOPTED, Resolution 2020-079 and **APPROVED**, Agreement 2020-078. Roen/Huebner/Unanimous Roll Call Vote: 5/0

- 10.C. Presentation of bids and adoption of resolution for award of Public Works Contract to Hansen Bros. Enterprises for the 2017 Storm Damage Repair Goodyears Creek Road FEMA Project Numbers PA-09-CA-4308- PW 00135.

Deputy Director of Transportation Bryan Davey reviewed the bids received for the Goodyears Creek Road project.

ADOPTED, Resolution 2020-080 and **APPROVED**, Agreement 2020-079. Motion: Adams/Roen/Unanimous Roll Call Vote: 5/0

CLOSED SESSION STATEMENT

Deputy County Counsel reported out for the June 16, 2020 and June 23, 2020 Board meetings.

- June 16, 2020** - 11.A. Closed session pursuant to Government Code Section 54957 - performance review regarding Personnel Director.

July 7, 2020

Deputy County Counsel reported that direction was given to staff.

June 23, 2020 - 4.A. Closed session pursuant to Government Code Section 54957 - performance review regarding Director of Planning and Transportation.

Deputy County Counsel reported that direction was given to staff.

12. CORRESPONDENCE LOG

12.A. Notice of intent to harvest timber submitted by Soper Wheeler Company LLC. Project is located in Plumas and Sierra Counties, from 2 miles south of La Porte, off of Quincy La Porte Rd. to 6 miles north of La Porte.

No action taken.

ADJOURN

At 11:00 a.m., with no further business, Chair Beard adjourned the meeting.

JIM BEARD, CHAIR
BOARD OF SUPERVISORS

ATTEST:

HEATHER FOSTER
CLERK OF THE BOARD