



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](mailto:supervisor1@sierracounty.ca.gov)

**Peter W. Huebner, District 2**

P.O. Box 349 - Sierra City, CA 96125 - 530-565-6055 - [phuebner@sierracounty.ca.gov](mailto:phuebner@sierracounty.ca.gov)

**Paul Roen, District 3**

P.O. Box 43 - Calpine, CA 96124 - 209-479-2770 - [supervisor3@sierracounty.ca.gov](mailto:supervisor3@sierracounty.ca.gov)

**Jim Beard, Chair, District 4**

P.O. Box 1140 - Loyalton, CA 96118 - 530-565-6092 - [jbeard@sierracounty.ca.gov](mailto:jbeard@sierracounty.ca.gov)

**Sharon Dryden, District 5**

P.O. Box 246 - Loyalton, CA 96118 - 530-913-9218 - [sdryden@sierracounty.ca.gov](mailto:sdryden@sierracounty.ca.gov)

**MEETING HAS BEEN DELAYED AND WILL BEGIN AT 12:00  
P.M.**

The Sierra County Board of Supervisors will meet in regular session commencing at 9:00 a.m. on August 18, 2020. This meeting will be recorded for posting on the Board of Supervisors' website at [www.sierracounty.ca.gov](http://www.sierracounty.ca.gov).

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

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

**By Phone: 1-408-418-9388**

**Access Code: 146 380 2782**

**By PC: <https://tinyurl.com/081820bos>**

**Access Code: 146 380 2782**

**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 addresses:

Heather Foster  
Clerk of the Board of Supervisors  
County of Sierra  
100 Courthouse Square, Room 11  
P.O. Drawer D  
Downieville, CA 95936  
[clerk-recorder@sierracounty.ca.gov](mailto: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. ASSESSOR / SOLID WASTE ADMINISTRATOR - LAURA A. MARSHALL**

- 6.A. Discussion/direction to staff to work with the Sierra County Historical Society on the preservation of certain County records.

Documents:

[ROP Historical Records Discussion.pdf](#)

### **7. PERSONNEL DIRECTOR - MARGARET LONG**

7.A. Resolution approving the Sierra County Injury and Illness Prevention Policy.

Documents:

[IIPP 2020-.pdf](#)

7.B. Resolution adopting Sierra County protocols for maintaining a safe and healthy workplace in light of COVID-19.

Documents:

[COVID Workplace Protocols.pdf](#)

## 8. BEHAVIORAL HEALTH - LEA SALAS

8.A. Resolution/Finding authorizing appointment of Retired Annuitant to a temporary position.

Documents:

[Retired Annuitant Board.pdf](#)

## 9. PUBLIC WORKS/TRANSPORTATION - TIM BEALS

9.A. Resolution approving and authorizing applications under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 Per Capita Program (Proposition 68).

Documents:

[Per Capita ROP.pdf](#)

## 10. BOARD OF SUPERVISORS

10.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. (CLERK OF THE BOARD)

Documents:

[COVID-19 Item.pdf](#)

10.B. Request from the community of Sierra City for Title III funding for the creation of a Firewise Community. (CLERK OF THE BOARD)

Documents:

[Sierra City Firewise.pdf](#)

10.C. Discussion/direction regarding request from Lori Brentt to purchase a parcel of land owned by the County located in Downieville. (CLERK OF THE BOARD)

Documents:

[Downieville Property.pdf](#)

- 10.D. Appointment of a member of the Sierra County Board of Supervisors to the Sierra County Children and Families Commission (First 5). (CLERK OF THE BOARD)

Documents:

[First 5 Commission.pdf](#)

## 11. TIMED ITEMS

- 11.A. 10:00 AM COUNTY BOARD OF SUPERVISORS AND COUNTY SERVICE AREAS JOINT MEETING

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

- 11.A.i. Conduct public hearing on Appropriation Limits for the 2020-2021 Fiscal Year for County Service Areas 2, 3 and Sierra Brooks 5A.

Documents:

[PH CSA Approp Limits.pdf](#)

- 11.A.ii. Conduct public hearing on setting Appropriation Limits for the 2020-2021 Fiscal Year for the County of Sierra.

Documents:

[PH County Approp Limits.pdf](#)

- 11.A.iii. Conduct public hearing on the 2020-2021 Final Budget for County Service Areas 1, 2, 3, 4, 5, 5A (Sierra Brooks Water).

Documents:

[PH CSA Budget.pdf](#)

- 11.A.iv. Conduct public hearing on the 2020-2021 Final Budget for the County of Sierra.

Documents:

[PH County Budget.pdf](#)

- 11.A.v. Minutes from the County Service Area Board of Directors meeting held on June 16, 2020. (CLERK OF THE BOARD)

Documents:

[06162020 csa.pdf](#)

- 11.B. 10:30 AM Presentation by the Alliance for Workforce Development, Inc. on business and job seeker services provided to Sierra County for Fiscal Year 2019/2020.

Documents:

[AFWD.pdf](#)

## 12. CONSENT AGENDA

Items placed on the Consent Agenda are of a routine and non-controversial nature and are approved by a blanket roll call vote. At the time the Consent Agenda is considered, items may be deleted from the Consent Agenda by any Board member or Department Manager and added to the Regular Agenda directed by the Chairman.

- 12.A. Resolution approving contract between the County of Sierra and the California Secretary of State to provide the County with reimbursement to comply with HAVA Section 101 for costs associated with the national emergency related to coronavirus. (ELECTIONS)

Documents:

[COVID HAVA Funds.pdf](#)

- 12.B. Resolution approving updated Zero Tolerance Drug and Alcohol Testing Policy for transit providers under contract to Sierra County. (PUBLIC WORKS)

Documents:

[Transit Zero Tolerance Policy.Item.pdf](#)

- 12.C. Resolution rescinding the following Sierra County Resolutions: 2012-079; 2012-068; 2014-096; 2016-004; 2017-126; 2018-063 with regard to Zero Tolerance Drug and Alcohol Testing Policy for Transit Providers under contract to Sierra County due to the adoption of an updated policy that will supersede these. (PUBLIC WORKS)

Documents:

[Rescind Rsos.Item.pdf](#)

- 12.D. Amendment to Agreement 2020-055 for Transportation Services between County of Sierra and Golden Rays Senior Citizens of Sierra County, Inc. for Fiscal Year 2021 replacing Exhibit C, the Zero Tolerance Drug and Alcohol Testing Policy. (PUBLIC WORKS)

Documents:

[Golden Rays ROP.pdf](#)

- 12.E. Amendment to Agreement 2020-056 for Transportation Services between County of Sierra and Incorporated Senior Citizens of Sierra County, Inc. for Fiscal Year 2021

replacing Exhibit C, the Zero Tolerance Drug and Alcohol Testing Policy. (PUBLIC WORKS)

Documents:

[In Seniors.Item.pdf](#)

- 12.F. Resolution rescinding Resolution 2020-017 and adopting a resolution authorizing expenditures under the Fiscal Year 19 State Homeland Security Grant Program. (PUBLIC WORKS)

Documents:

[HSGP.ROP.pdf](#)

- 12.G. Agreement for Indemnification and Reimbursement for Extraordinary Costs for Boris Blanc, Applicant and Michele Ubry, Landowner, consideration of a zone variance for a tower extension, Sierra County Assessor Parcel Number 004-250-011-000. (PUBLIC WORKS)

Documents:

[Blanc.Ubry.Item.pdf](#)

- 12.H. Agreement for Indemnification and Reimbursement for Extraordinary Costs for Greg and Connie Johnson, Applicant and, Landowner, consideration of a Lot Line Adjustment, located at Downieville, Assessor's Parcel Number 003-071-018-000 and 003-071-017-000. (PUBLIC WORKS)

Documents:

[Johnson.Item.pdf](#)

- 12.I. Agreement for Indemnification and Reimbursement for Extraordinary Costs for Scott Steinwert and Laurie Halliday, Applicant and Landowner, consideration of a Parcel Merger of Lot 27 and a portion of Lot 28, located at 506 Main Street, Downieville, Assessor's Parcel Number 003-050-006-0. (PUBLIC WORKS)

Documents:

[Steinwert.Halliday.Item.pdf](#)

- 12.J. Authorize payment of Invoice Number 208283 to Intermountain Disposal for tipping fees for waste that has been diverted to Delleker Transfer Station. (PUBLIC WORKS)

Documents:

[IMD ROP.pdf](#)

- 12.K. Authorization to fill vacant position in Assessor's Office at the level of Assessment Technician II E. (ASSESSOR)

Documents:

[Auth for Asr to fill Asmt Tech Position at II E.pdf](#)

- 12.L. Treasurer's investment report and statement of liquidity for the period ending June 30, 2020.

Documents:

[June Treas Summary 19-20.pdf](#)

- 12.M. Professional services agreement between Aegis Treatment Centers, LLC and Sierra County to provide a Narcotic Treatment Program (NTP) to Sierra County Residents. (BEHAVIORAL HEALTH)

Documents:

[Aegis Board.pdf](#)

- 12.N. Minutes from the regular meeting held on June 16, 2020. (CLERK)

Documents:

[06162020 minutes.pdf](#)

### 13. **CORRESPONDENCE LOG**

- 13.A. Letter from William Copren regarding his resignation from the Sierra County Fire Protection District #1.

Documents:

[Resignation Letter Bill Copren.pdf](#)

- 13.B. Department of Water Resources, Statement for State Watermaster Service for County of Sierra and Plumas, Fiscal Year 2020-21 for service area Middle Fork Feather River.

Documents:

[Department of Water Resources.pdf](#)

- 13.C. Notice of intent to harvest timber by Diane L. Neubert and Richard T. Neubert. Project is located 3/4 of a mile southeast of Pike and 3.5 miles southeast of Camptonville.

Documents:

[Notice of Intent to Harvest Timber.pdf](#)

- 13.D. Letter from the ACLU urging counties across the state to create a COVID-19 Racial Disparity Task Force.

Documents:

[Statewide COVID-19 Racial Disparity Task Force Letter.pdf](#)

**ADJOURN**

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

<b>MEETING DATE:</b> August 18, 2020	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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**DEPARTMENT:** Assessor  
**APPROVING PARTY:** Laura A. Marshall  
**PHONE NUMBER:** 530-289-3283

**AGENDA ITEM:** Discussion/direction to staff to work with the Sierra County Historical Society on the preservation of certain County records.

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

**BACKGROUND INFORMATION:**  
**FUNDING SOURCE:** General Fund  
**GENERAL FUND IMPACT:** General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$TBD 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><b>BOARD ACTION:</b></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:**

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\_\_\_\_\_  
CLERK TO THE BOARD

\_\_\_\_\_  
DATE

# SIERRA COUNTY

Assessor's Office  
P.O. Box 8  
Downieville, California 95936  
530-289-3283



Laura A. Marshall  
Assessor

August 18, 2020

To: Sierra County Board of Supervisors  
From: Laura Marshall, Sierra County Assessor  
RE: Historical Document Preservation

Sierra County has a myriad of historical documents scattered throughout the courthouse—tucked away in musty conex boxes, collecting dust on office shelves, sitting unprotected below fire sprinklers.

Earlier this year a visit from a group of historians researching Sierra Valley ranches brought a glimmer of hope in preserving our own history. Prior to their arrival my staff had moved the hundreds of maps rolled up in front of the historic assessment rolls. Upon seeing the sad state of some truly spectacular hand-drawn maps from the late 1860's and early 1900's an offer of assistance was extended (*photos of the my records room attached.*)

On Friday, August 7, 2020, history buff and Planner II, Corri Jimenez, moderated a Zoom meeting between Sierra County Historical Society member, Bill Copren; Sierra County Historical Society curator, Melissa Brewer; Sierra County Historical Society intern, Nathan Barnes; Planning Director, Tim Beals; and myself. The historical society offered assistance in completing an inventory and preservation of some County historical documents.

The historical society has offered the time and expertise of curator, Melissa Brewer, and intern, Nathan Barnes. The immediate plan is to delicately sort through the most critical documents located in the assessor/tax collector closet, conex box outside, and planning/building departments. Once the documents have been identified, they would be properly stored and moved the Sierraville School for preservation.

The SCHS will inventory our documents utilizing PastPerfect, a software created to archive museum collections. PastPerfect allows for the digital storage of artifacts, documents, photos and books. This offer of assistance and offer to store electronically would not only preserve our documents but also allow the public to gain safe access to history currently tucked away.

I could go on and on but I want to keep this memo short. I will provide more information on this item during the meeting.



Stacks of books on the top shelf, including titles like "ORIGINAL ASSESSMENT ROLL" and "SIERRA COUNTY".

Books on the second shelf, labeled "ORIGINAL ASSESSMENT ROLL" and "SIERRA COUNTY".

Books on the third shelf, labeled "ORIGINAL ASSESSMENT ROLL" and "SIERRA COUNTY".

Books on the fourth shelf, labeled "ORIGINAL ASSESSMENT ROLL" and "SIERRA COUNTY".

Books on the fifth shelf, labeled "ORIGINAL ASSESSMENT ROLL" and "SIERRA COUNTY".

Large wooden panel on the right side of the frame, showing wood grain and knots.

EPSON LQ

7C

CONTENTS  
CUSTOMER BOX NUMBER

20







28 maps

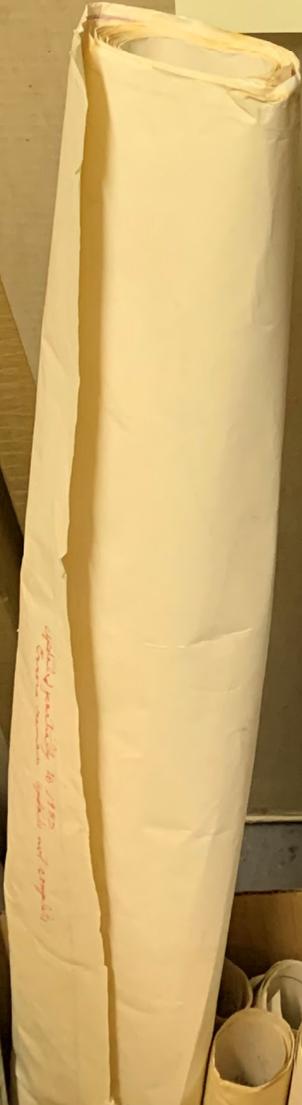
CONTENTS:

CUSTOMER BOX NUMBER

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24 maps



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

<b>MEETING DATE:</b> August 18, 2020	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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**DEPARTMENT:** Personnel  
**APPROVING PARTY:** Margaret Long  
**PHONE NUMBER:** 530-289-2879

**AGENDA ITEM:** Resolution approving the Sierra County Injury and Illness Prevention Policy

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

**BACKGROUND INFORMATION:** The attached policy is just an update to bring it into compliance with the actual practice, county code and other laws since the last update in 2010. There was some minor cleanup of spelling (the Auditor did the 2010 update), vehicle policy, adding COVID, and the section on the safety committee.  
This policy was sent to the Union as a curtsy.

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

**ARE ADDITIONAL PERSONNEL REQUIRED?**  
 Yes, -- --  
 No

**IS THIS ITEM ALLOCATED IN THE BUDGET?**  Yes  No  
**IS A BUDGET TRANSFER REQUIRED?**  Yes  No

**SPACE BELOW FOR CLERK'S USE**

<p><b>BOARD ACTION:</b> <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:**  
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\_\_\_\_\_  
CLERK TO THE BOARD

\_\_\_\_\_  
DATE

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

**RESOLUTION ADOPTING THE  
SIERRA COUNTY INJURY AND ILLNESS PREVENTION 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 Injury and Illness Prevention Policy.

**BE IT FURTHER RESOLVED** that the attached policy hereby supersede any prior Injury and Illness Prevention policy adopted by the Board of Supervisors.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 18<sup>th</sup> day of August 2020, by the following vote:

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

COUNTY OF SIERRA

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JIM BEARD, CHAIRMAN  
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

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HEATHER FOSTER  
CLERK TO THE BOARD

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DAVID PRENTICE  
COUNTY COUNSEL



**COUNTY OF SIERRA  
INJURY AND ILLNESS PREVENTION  
POLICY  
UPDATED AUGUST 2020**

**INJURY AND ILLNESS PREVENTION PROGRAM**

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**County of Sierra  
INJURY AND ILLNESS PREVENTION PROGRAM  
Policy and Procedures Manual**

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**Effective Date: August 18, 2020**

**STATEMENT OF PURPOSE**

**Purpose**

To define the county's Injury and Illness Prevention Program for compliance with the provisions of the California Code of Regulations, the California Labor Code and the Sierra County Code.

**Policy**

It is the Policy of the Board of Supervisors of the County of Sierra to establish guidelines and procedures for the maintenance of an ongoing Injury and Illness Prevention Program, in compliance with the California code of Regulations. This is accomplished through safety and health inspections, accident investigations, and employee training, departmental safety officers and drivers licensing program. Response to safety concerns will be given the highest priority at every level of the county.

**Authorities**

The California Code of Regulations. Title 8, section 1509(2) of the Construction Orders, Section 3203 of the General Industry Safety Orders, the Labor Code Section 6401.7 and the Sierra County Code.

**Appointment of Loss Prevention Specialist**

**The Board of Supervisors hereby designates:**

Van Maddox Risk Manager  
Judi Behlke Safety Officer

To develop and maintain an effective Injury and Illness Prevention Program for the County of Sierra.

## LOSS PREVENTION POLICY STATEMENT

It is the policy of the COUNTY OF SIERRA that a safe and healthy work environment will be considered of primary importance in all phases of operation and administration.

It is the intention of the County to provide safe and healthy working conditions and to establish and insist upon safe practices at all times by all employees.

The prevention of accidents and occupational illness is an objective affecting all levels of the County and its activities. It is, therefore, a basic requirement that each employee supervisor make a safe and healthy work environment an integral part of the regular management function. Each employee equally has the duty to accept and follow established safety regulations and procedures.

Adequate training will be provided to employees. Employees will be instructed to ask for assistance if ever in doubt how to perform a job safely.

Employees will assist management in accident prevention activities. Unsafe or unhealthy conditions must be reported to their immediate supervisor. Fellow employees who need help will be assisted. All employees are responsible for the housekeeping duties that pertain to their jobs.

Any injury that occurs on the job, even a slight cut or strain, must be reported to an employee supervisor as soon as possible along with the incident/hazard form being filled out. An emergency is the only reason an employee should leave a shift without reporting an injury including completing the proper forms.

Everyone loses if you are injured or ill. Please work safely. You are important to us!

**INJURY & ILLNESS PREVENTION PROGRAM AUTHORITIES**  
**SENATE BILL 198**  
**CALIFORNIA CODE OF REGULATIONS, TITLE 8, SECTION 3203 OF THE**  
**GENERAL SAFETY ORDERS AND LABOR CODE SECTION 6401.7**  
\*\*\*\*\*

Labor Code Section 6401.7 requires that every employer shall establish, implement and maintain an EFFECTIVE Injury and Illness Prevention Program.

**WRITTEN:** The Injury and Illness Prevention Program (IIPP) must be in writing and the employer must keep appropriate records of steps taken to implement and maintain its IIPP, and conduct periodic reviews of the plan;

**IMPLEMENTATION:** Employers must designate and specify the person responsible for implementing their IIPP;

**HAZARD IDENTIFICATION:** Employers must establish a system for identifying and evaluating work place hazards including (a) scheduled periodic inspections to identify unsafe conditions and work practices; (b) investigating the cause of accidents and (c) illness and exposures.

**HAZARD CORRECTION:** Employers must adopt procedures to correct unsafe, unhealthy conditions and work practices in a timely manner based on the severity of the hazard.

**HAZARD COMMUNICATION:**

Employers must establish a system for communicating health and safety information to employees and encouraging employees to inform the employer of perceived hazards without fear of reprisal.

**EMPLOYEE COMPLIANCE:** Employers must establish a system for ensuring that employees comply with safe and healthy work practices, and such a system may include provisions for disciplinary action.

**HEALTH AND SAFETY TRAINING:** Employers must institute an occupational health and safety training program to instruct employees in general safe and healthy work practice and provide specific instructions with respect to hazards specific to each job assignment. All employees must be trained when the program is established and thereafter:

- all new employees and all employees given new job assignments
- all existing employees when new substances, procedures or equipment is introduced into the work place and presents a hazard; and
- all existing employees whenever the employer learns of a new or previously unrecognized hazard.

## **RESPONSIBILITIES**

### **COUNTY LOSS PREVENTION OFFICER**

An effective program addressing Safety and Loss Prevention will be implemented. This will include quarterly meeting of the Countywide Employee Safety Committee to be coordinated and held by the Safety Officer. Conferences and trainings provided by Trindel and other safety professionals will also be attended by the Safety Officer. Employees will be eligible for the Trindel Safety Awards for exceptional Safety activity.

1. Direction of the overall County Safety Program.
2. Act as a safety advisor for the County. Attend County wide safety meetings quarterly and departmental meetings on a rotating basis monthly.
3. Prepare County safety memoranda and maintain files.
4. Prepare periodic reports and studies on the effectiveness of the County Illness and Injury Prevention Program.
5. Assist in developing health and safety programs designed to meet specific needs for each department as required by California Code of Regulation (CCR), Title 8.
6. Assist individual departments in identifying illness and injury prevention training needs. Coordinate schedules for CPR, First Aid, Hearing Loss Prevention, Defensive Driving, Back Safety and other health and safety classes.
7. Assist departments in the implementation of and compliance with the California Occupational Health and Safety Act and provide reporting forms as needed.
8. Coordinate County safety matters with enforcement agencies, civic groups and private organizations as may be necessary.
9. Develop and distribute illness/injury information for County operations and specific data to each department.

### DEPARTMENTAL RESPONSIBILITY

Each Department is responsible for effectively implementing the County's IIPP, with all levels of management contributing to ensure that employees are aware of the health and safety condition of their job assignment work area. Departments with unique issues or more than 10 employees may develop and implement a site specific IIPP complementary to the County IIPP.

All supervisors are responsible for maintaining a minimal risk work environment in the areas under their control. While they may assign and delegate responsibility and authority to others, they remain accountable to their superiors for preventable oversights and errors within their areas of supervision that result in injury, illness, or property damage affecting employees, the general public or county/private property.

A list of all County department heads and their telephone numbers follows:

#### COUNTY DEPARTMENT HEADS/DIVISION AND WORK TELEPHONE NUMBERS

Board of Supervisors	Chairman	289-3295
Auditor/Risk Manager	Van Maddox	289-3273
Assessor	Laura Marshall	289-3283
Auditor-Treasurer-Tax Collector	Van Maddox	289-3286
Planning/Public Works Director	Tim Beals	289-3251
Sheriff	Mike Fisher	289-3700
District Attorney	Sandra Groven	289-3269
Probation	Chuck Henson (Interim)	289-3277
Court Administrator	Ann Mendez	289-3698
Clerk-Recorder	Heather Foster	993-6746
Health & Human Services	Lea Salas	993-6707
Human Resources	Margaret Long	289-2879
Information Systems	Jeremy Miller	289-2890

**DEPARTMENT SAFETY REPRESENTATIVES**

Department Heads or their designee will act as the permanent Departmental Safety Representative. Permanent Departmental Safety Representatives will:

1. Manage, administer and coordinate the County Loss Prevention Program.
2. Establish Departmental loss prevention policies, procedures, rules, and standards to ensure safe working conditions and practices.
3. Serve as a source of information on loss prevention policies and procedures. Keep industrial injury/illness records and furnish reports. Post and provide various reporting forms.
4. Ensure that all Accident and Injury Reports are referred to the County Loss Prevention Specialist for review and investigation.
5. Prepare periodic and special departmental reports for Risk Manager. Identify trends or changes which call for attention and recommend corrective action where appropriate.
6. Set the example that employees can follow.
7. Establish means to eliminate or control hazardous physical conditions as well as dangerous work operations, recommending remedial action.
8. Develop loss prevention training efforts within the Department including implementation and documentation.
9. Act as liaison with the Risk Manager who is responsible for the overall IIPP.
10. Ensure Departmental compliance with County policies and procedures, including those relating to injury/illness and vehicle accidents.
11. Promote loss prevention awareness and educational programs.
12. Provide and disseminate Safety and Health bulletins, posters, minutes of safety meetings and any other pertinent information to employees.

**EMPLOYEE SUPERVISORS**

Employee supervisors are responsible for encouraging the proper attitudes toward safe job performance in themselves and in their subordinates. This includes being responsible for enforcing the wearing of personal protective equipment when the job requires.

Shall ensure that new employees are directed to the Safety Office for Safety Orientation within three days of employment

Shall train employees in job duties including safety and health practices.

Review the new employee safety checklist and submit original to Human Resources.

Shall investigate and report promptly and thoroughly every accident to determine cause and to prevent recurrence.

Shall require all employees to comply with the Occupational Safety and Health Standards, (OSHA) and all rules, regulations and orders applicable to his/her own actions and conduct.

Shall set the example that employees can follow.

Shall follow all administrative orders requiring written documentation and fulfillment of the County IIPP and any departmental IIPP.

Shall assist employees in developing departmental safety committee and plan.

## EMPLOYEES RESPONSIBILITY

To ensure a safe and healthy work environment, *it is the employee's responsibility to report unsafe work practices and conditions to their immediate supervisor, in addition, the employee must take immediate action to prevent themselves, other employees, and members of the public from being injured.* They may do so without fear of retribution or reprisal and with anonymity. Hazards may be reported either verbally or in writing by using the Sierra County reporting forms which shall be available in each department. County employees are responsible for ensuring their own safety and the safety of others on the worksite by:

Learning and following the standards and procedures that applies to each job assignment.

Immediately reporting any activity, that an employee feels or knows could lead to injury, illness, or damage to property, to the immediate supervisor and promptly seek guidance regarding the operation. This particular policy is not intended to abrogate the obligation of public safety personnel to engage in those high risk jobs required in their job descriptions.

Wearing and using the prescribed protective equipment needed for a particular job. Inappropriate footwear or shoes with thin or badly worn soles should not be worn.

Not engaging in horseplay, scuffling, and other acts which tend to have an adverse influence on the safety or well-being of the employees are prohibited.

Promptly reporting any occupational injury, illness, or property damage to the immediate supervisor. Completing all necessary forms for all occupational injuries or illnesses.

Anyone under the influence of drugs or alcohol will not be allowed on the job while in that condition.

Employees shall not enter manholes, underground vaults, chambers, tanks, silos, or other similar places that receive little ventilation, unless it has been determined by a job supervisor using monitoring equipment that it is safe to enter.

Report any emergencies and assist, when safe to do so, until emergency response personnel arrive.

Employees must follow the County and departmental IIPP. Failure to do so may result in disciplinary action.

COUNTY OF SIERRA  
NEW EMPLOYEE SAFETY INTERVIEW

NAME \_\_\_\_\_ DATE HIRED \_\_\_\_\_  
DEPARTMENT \_\_\_\_\_  
TYPE OF WORK \_\_\_\_\_

Do you have any physical conditions or disabilities which might limit your ability to perform this job? If so, what reasonable accommodation can be made by us?  
\_\_\_\_\_  
\_\_\_\_\_

WAS THERE A PRE-EMPLOYMENT PHYSICAL? YES \_\_\_\_\_ NO \_\_\_\_\_  
ANY WORK RESTRICTIONS INDICATED? YES \_\_\_\_\_ NO \_\_\_\_\_

\*\*\*\*\*  
DISCUSS THE FOLLOWING SAFETY CONCERNS WHERE APPLICABLE WITH THE NEW EMPLOYEE:

1. \_\_\_ Employee fully understands job description
2. \_\_\_ High Priority County gives to safety.
3. \_\_\_ Maintaining good standards of housekeeping in work environment.
4. \_\_\_ Use proper method of lifting and carrying to avoid back strains. Bend at knees, not at waist, Keep back straight. Avoid twisting and stretching. Get help or use mechanical means with heavier loads.
5. \_\_\_ Personal protective equipment may be required such as: goggles, hardhat, safety shoes, gloves, ear plugs, dust mask, back-supports.
6. \_\_\_ Safe operation of office equipment.
7. \_\_\_ Safe operation of all vehicles
8. \_\_\_ Fire extinguisher locations and operation.
9. \_\_\_ Procedure to follow during emergency.
10. \_\_\_ Location of clinic and hospital for emergency treatment.
11. \_\_\_ Report all injuries to their Supervisor immediately.
12. \_\_\_ Report unsafe conditions to their Supervisor immediately.
13. \_\_\_ Disciplinary action for ignoring safety rules up to and including dismissal.
14. \_\_\_ I have received a copy of the County IIPP, Sexual Harassment and Drug Policy.

Read and Understood \_\_\_\_\_ Date \_\_\_\_\_

Interviewed by \_\_\_\_\_ Date \_\_\_\_\_

**SAFETY AND LOSS PREVENTION COMMITTEE**

The County Safety and Loss Prevention Committee is established to oversee, evaluate, and review the County's Occupational Safety and Health Program. Committee membership will consist of 10 members. A quorum will consist of five members.

Membership- The composition of the committee may be both employee and supervisors as follows:

One Representative from each Department: Auditor, Treasurer/Tax Collector, Assessor, Planning and Building,, Probation, Sheriff, Clerk Recorder, Health & Human Services, Solid Waste; Roads, Information Systems

Chairperson - Loss Prevention Specialist – voting member

Meeting Schedule- The Committee will meet quarterly. Any committee member may request the Chairperson to convene a Special Session as special issues arise.

Committee Responsibilities-The Committee will be responsible for the following activities:

1. **Program Assessment** - Review and assess effectiveness of the County's overall program and department programs.
2. **Monitor for Trends** - Evaluate significant accident/injury reports and statistics to identify trends and initiate corrective action.
3. **Review Training** - Implement necessary programs to satisfy loss prevention education/training requirements.
4. **Make Recommendations** - Make recommendations to the Board of Supervisors, and Department Heads on actions necessary to comply with safety regulations.
5. **Review and Implement Suggestions or Requests** -Loss Prevention suggestions and requests from Department Safety committees or the Employee Hazard Reporting Forms will be reviewed and evaluated by the Committee and action initiated where appropriate.
6. All attending committee members will discuss any OSHA reportable incidents that have occurred in their departments at every meeting
7. A member of the committee will take minutes during meetings; those meetings will be posted and maintained in the Sierra County Human Resources office.

**BASIC LOSS PREVENTION PRINCIPLES**

GET PROPER TRAINING Ask questions. Doing the job right equals doing the job safe.

USE YOUR HEAD Concentration on what you are doing and good judgment will prevent accidents.

DRESS PROPERLY Loose or torn clothing, jewelry, long hair, improper shoes and some types of fabrics can be dangerous in certain situations.

FOLLOW SAFETY RULES These rules are part of your job.

KNOW REQUIREMENTS Not having the right tools or information can be unsafe.

LIFT CORRECTLY Back injuries can be painful, costly and cause permanent disability.

KNOW ABOUT TOXIC MATERIALS Request A Material Safety Data Sheet (MSDS) from your supervisor on any toxic materials you are exposed to. Read the labels for all products you use.

USE PROTECTIVE GEAR Always use appropriate protection for eyes, ears, lungs, head and skin.

KEEP YOUR AREA CLEAN Prevent slips, trips, falls, and fires.

KNOW EMERGENCY PROCEDURES Know what to do before an emergency occurs.

REPORT ALL INJURIES Immediately reports all work related injuries, even if it doesn't seem to be serious, to your supervisor and complete the proper forms.

WORK SAFELY If you have an accident everyone loses. Sierra County cares about you!

**EMPLOYEE INCIDENT /HAZARD REPORT PROGRAM**

Purpose

Communication of safety hazards is the key to preventing injuries in the workplace. The first step to be taken by any employee observing an injury, incident or hazard is to take action to prevent further or potential injury. Then immediately report the incident or hazard.

The employee incident/hazard reporting procedure provides a means for employees to report workplace injuries or incidents as well as hazards that could cause injury or illness to employees or public patrons or damage to County property.

Hazards may be reported to any supervisor, department safety representative, loss prevention officer or safety committee member. Incidents may be reported verbally or in writing using the attached Sierra County reporting forms. Any hazard may be reported ANONYMOUSLY.

Responsibility

1. **Departments**

Forms

Departments will be responsible to keep an adequate supply of reporting forms available. Forms may be obtained from the Safety Officer.

Corrective Action

Department Heads in concurrence with Risk Managent shall be responsible to initiate the necessary action to correct hazards reported in their area of responsibility.

2. **Immediate Supervisor**

The immediate supervisor and/ or department safety representative will immediately investigate the report and notify the department head and the county Safety Officer of the reported injury, incident or hazard. A copy of the Sierra County Incident /HazardReport will be forwarded to the County Safety Officer.

There are two types of Incident report: Incident/ Hazard Report is for internal use and should be used when an employee is reporting damage to County property or a hazardous situation; the Facts of Accident Report is to be used when an actual accident or injury has occurred. This is a fact sheet for use in workers compensation, insurance related and or legal/law enforcement reporting. Only the facts of the incident should be reported on this form.

In the event of a verbal report the immediate supervisor and /or department safety representative is responsible for documenting all reported injuries, incidents or reported hazards using the Sierra County reporting forms below.

These forms should be completed immediately with the original going to the Department and a copy to Risk Management.

The immediate supervisor and/or the department safety representative will complete the investigation of the reported injury, incident or hazard, determine the remedial action to be taken if any and report those findings to the reporting employee within 7 calendar days of receipt of the report.



## Sierra County FACTS of ACCIDENT REPORT

<b>SECTION A</b>	<input type="checkbox"/> <b>INJURY</b>	<input type="checkbox"/> <b>PROPERTY DAMAGE</b>	<input type="checkbox"/> <b>OTHER</b>
DATE & TIME OF INCIDENT:	LOCATION:	DATE REPORTED:	
REPORTED TO:	REPORTED BY:	DEPARTMENT:	
<b>SECTION B</b>	<b>WHAT HAPPENED (FACTS)</b>		
<b>SECTION C</b>	<b>INJURY, DAMAGE, OTHER</b>		
<b>SECTION D</b>	<b>WITNESSES</b>		
INVESTIGATED BY:	TITLE:	DATE:	
<b>SECTION E</b>	<b>STATEMENT OF WITNESS &amp; RESPONDERS</b>		<b>DATE</b>
Signature of the one completing the form:		Date:	Department Head/Supervisor's Signature:
			Date: <span style="float: right;">Page 16</span>

3. **Employee**

Employees shall immediately report any injury or incident to their immediate supervisor and/or department safety representative.

Hazards may be reported to any supervisor, department safety representative, loss prevention officer or safety committee member.

Incidents may be reported verbally or in writing. Employees are encouraged to use the attached Sierra County reporting forms when reporting any injury, incident or hazard in writing. Any hazard may be reported anonymously.

4. **Loss Prevention Officer**

The County Loss Prevention Officer will monitor and assist as needed in the remediation efforts of the department involved.

## **OFFICE SAFETY**

The following safe practices shall be followed in the various offices of the County.

- File drawers and cabinet doors shall be closed when not in use.
- Only one file drawer in a cabinet shall be opened at a time.
- Be careful to avoid pinching fingers while closing file drawers.
- Keep work areas neat and orderly.
- Broken glass and sharp objects should not be discarded in wastebaskets.
- Use ladders or step stools, not chairs, to reach high objects.
- Be sure your computer workstation is adjusted properly.
- Walkways must be kept clear and unobstructed.
- Keep electrical cords in good condition and use grounded circuits.
- Paper cutter blades should be kept in the down position when not being used.
- Use proper lifting techniques and handcarts to avoid back injuries.
- Clean up all spilled materials or liquids immediately.

## VEHICLE USE

### Authorized Uses

County vehicles shall be used as stated in the Sierra County Code, Chapter 11.42 A Governmental Vehicle Policy.

### Traffic Violations

Traffic laws shall be observed at all times. Fines or penalties levied for violations for which the driver is directly responsible shall be paid by the driver. (SCC 11.42.040)

### Drivers License

All drivers of a County vehicle, or personal vehicle on county business, must have in their possession a valid California Driver's License. (SCC 11.42.040.010)

### Vehicle Safety

All county owned vehicles shall be equipped with seat belt restraint systems. Private vehicles being used on county business shall also be equipped with seat belts. All persons in a county vehicle or in a private vehicle being used on county business must use seat belts any time the vehicle is in motion. The driver of the vehicle is responsible for ensuring that all occupants of the vehicle are wearing seat belts before the vehicle is put into motion. (SCC 11.42.040.020)

11.42.050.050 Enclosed Vehicle Required: The vehicle shall be a conventional four-wheel enclosed vehicle. Under no circumstances is a two-wheel or three-wheel privately owned vehicle to be used on County business unless for law enforcement activities approved by the Sheriff or in emergencies to maintain the health and/or safety of the public.

Defensive Driving- Employees operating a motor vehicle while on county business are encouraged to follow the defensive driving guidelines outlined below.

Keep a cushion of space between your vehicle and others. The greater the speed, the greater the cushion of space should be.

Be alert to developing situations in the traffic ahead. Look into the rear view mirror once every five seconds is ideal.

Use all safety devices provided, including the horn. Be sure the other driver sees you. Being seen is as important as seeing.

Never demand the right-of-way, even if legally it is yours.

Avoid interrupting the flow of traffic whenever possible because such interruptions can cause an accident.

Never allow your attention to be diverted from the primary task of driving.

Drive courteously. A courteous driver will usually not be involved in a hazardous situation.

Maintenance of Vehicles- Before operating a vehicle, walk around and inspect the vehicle for damage, inoperable lights, loose hardware, tire conditions or any other condition which might create an unsafe situation. The driver will ensure that windows, headlights, taillights and wipers are clean and in operating order at all times. (SCC 11.42.040.030)

Any deficiency encountered will be reported to a supervisor immediately. It will be the supervisor's responsibility to ensure that appropriate action is taken to correct the problem. Public Safety personnel will follow the procedures established by the Sheriff. (SCC 11.42.050.040)

Abuse of Vehicles- County vehicles shall not be used for activities which may damage the vehicle. In the case of an authorized emergency, while performing official duties, Public Safety personnel must follow policies established by the Sheriff. (SCC 11.42.040.030)

Personal Liability- Employees may be held personally liable for damage to county equipment and other penalties may be assessed if damage occurs to a county vehicle through negligence or illegal activity or when, outside the course and scope of their employment, they cause injury or damage to other persons or property while driving a county vehicle.(SCC 11.42.040.030)

## COMPUTER WORK STATIONS

An individual computer work station should provide you with a comfortable sitting position sufficiently flexible to reach, use, and observe the screen, keyboard and document. If you use a computer for four or more hours a day, it is important to protect yourself from back, neck and wrist ailments, eye strain, headaches and stress. Some general guidelines to minimize these discomforts are as follows.

Computer monitors should be set to be directly in front of you with the top line of the print is at or just below eye level. Do not twist to look at the screen. Use a comfortable angle that does not strain the neck and eliminates back light glare.

Keep working documents at the same height and distance as the screen. Keep your screen clean, it should not have a visually perceptible flicker.

Have your keyboard at a comfortable angle that does not hamper access to the keys. If it is detachable, move it to a comfortable position and be sure to avoid excessive reaches.

Keep your wrists as straight as possible with hands and arms parallel to the floor. Use a padded rest for support if necessary.

Be sure your chair provides lower back support and is comfortable for extended periods of sitting. Think about your posture. Keep your ears, shoulders and hips lined up to maintain three natural curves: neck (cervical), upper back (thoracic), and lower back (lumbar).

Keep your feet flat on the floor with your knees level with your hips. This helps your posture and aids circulation in your legs. If your feet do not reach the floor, use a footrest.

Keep your lower back against the lumbar support of the chair.

Change position frequently to break up the repetition and strain caused by muscle isolation. Try to rotate your tasks to minimize repetitive bent wrist movements. Simple stretching exercises before and during work will help prevent problems.

Do not pound the keyboard use a light touch.

If possible keep the wall behind the monitor blank, use good lighting and avoid glare or direct bright light.

Blink your eyes often, this keeps them moist, prevents itching and aids in cleaning.

Periodically look away from your monitor and focus on an object at least twenty feet away from the monitor to exercise the muscles used to focus the lenses in your eyes.

Be sure your work area has room to work and move about freely.

If you need assistance with Ergonomics please call Judi Behlke at 289-2879

## **BACK SAFETY**

Incurring a back injury can be misery. You can help prevent back injury by using good body mechanics- the way you move your body and back. Good body mechanics include: lifting loads with your legs, holding loads close to your body to reduce strain on your back and maintaining your three natural curves, cervical, thoracic and lumbar, to keep your back in balance. Whether lifting, bending, pushing, pulling, or twisting remember that good body mechanics is good back protection.

### **USE GOOD BODY MECHANICS**

Lifting - Bend with your knees, not with your back. Lift with your legs by squatting and bending your knees. Keep your back upright. Hold objects close to your body. Lift objects only chest high; stand on a stool if necessary. Test the weight of the load before lifting. Keep loads small. Plan ahead and get help for a heavy load. Tighten your abdominal muscles when you lift; they help support your back. Always get a firm footing, with your feet apart for a stable stance.

Standing and Walking - If standing for longer periods, place one foot on a stool; change positions often. Stand with your back's three natural curves in their normal, balanced alignment. Walk with good posture, keeping head high, chin tucked in, and toes straight ahead. Wear comfortable low heeled shoes. When carrying items, put equal weight on both sides of your body.

Driving - Move car seat forward to keep knees level with hips, be sure you are maintaining the distance recommended by manufacturer if your vehicle has airbags. Sit straight; drive with both hands on the wheel, preferably in the 10 and 2 o'clock position. Be sure your lower back has support.

Sitting - Adjust your chair so that both feet are flat on the floor with knees level with your hips or place your feet on a low stool. Sit firmly against the back of the chair for lower back support. Shift positions frequently.

Reaching - Reach only as high as comfortable, do not stretch. Use a stool if necessary. If you have to reach across something, rest one knee on the item to support your lower back and do a straight back bend.

Bending - Keep your back and neck in line as you bend over at the hips. Bend your knees and hips, not your back. Kneel down on one knee to perform bends safely. When leaning forward, move your whole body not just your arms.

Exercise - Next to good posture and a willingness to help your back, the greatest support you can give your back is building strong and flexible supporting muscles through a good exercise program. You need strong muscles to support your backs natural, balanced position. Exercise regularly to build strong supporting muscles, to stay healthy and to prevent back injury.

**SIERRA COUNTY EMPLOYEE SAFETY MEETING REPORT**

DATE \_\_\_\_\_

SEND TO: Department Files  
Loss Prevention Officer

The Safety Meeting was held by \_\_\_\_\_  
Department

Signatures of attendees:

_____	_____
_____	_____
_____	_____
_____	_____

TOPIC DISCUSSED: \_\_\_\_\_

Brief Description of meeting  
Topic:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any Issues or Concerns: \_\_\_\_\_

\_\_\_\_\_

Sierra County reporting forms available? \_\_\_\_\_ yes \_\_\_\_\_ no  
Need new forms? \_\_\_\_\_ yes \_\_\_\_\_ no

## EMERGENCY/FIRE EVACUATION PLAN

This Emergency/Fire Evacuation Plan is designed to provide basic guidelines for orderly evacuation of county facilities in the event of fire, bomb threat or any natural catastrophe. The objective is to provide guidance for preplanning activities, assign responsibilities, educate county personnel and train personnel where necessary.

Each department will develop an emergency/fire evacuation plan for employees. This plan will include:

- X A written plan and discussion at Employee Safety Meetings at least quarterly of designated meeting place, routes of evacuation and methods of accounting for each employee of the department.
- X An evacuation plan will consist of a scale drawing of the floor plan of the building involved, indicating all exits, windows, fire extinguishers, evacuation meeting points and where instructions are posted (you are here). The floor plan should be divided into zones designating which exit (use arrows) services the different areas of the building.
- X Actual evacuation drills should be practiced on a periodic basis. Fire Extinguisher training will be held annually.
- X Plant Maintenance shall ensure that all fire extinguishers, alarms and other safety equipment are inspected and in proper working order.

### INSPECTIONS AND INVESTIGATIONS

Inspections are a necessary part of any loss prevention program. They are essential in identifying and correcting potential hazards in the workplace. The Sierra County Safety Officer shall conduct a county wide walk through inspection twice annually. Department inspections should be conducted no less than quarterly.

Daily inspections of the workplace by both supervisors and employees are part of their regular responsibilities. Being safety conscious is a major contributor to a safe working environment.

When you arrive in your work area, pay attention to any changes that may have occurred since you were last there. Just looking around for obvious hazards, such as loose cords or items on the floor that present a tripping hazard and then picking them up or securing them would prevent many slip/trip type injuries.

Awareness is the key. Think about safety. Pay attention to your work area. Bring any unsafe condition to your work supervisor immediately.

At least once a quarter take the Inspection Form in this document and do a survey of your department. Turn the inspection form into your supervisor.

SUGGESTIONS? IDEAS? SEND THEM TO :

SIERRA COUNTY LOSS PREVENTION  
P.O. BOX 513  
DOWNIEVILLE, CA 95936  
jbehlke@sierracounty.ca.gov

**WORKPLACE INSPECTION**

Department \_\_\_\_\_ Date \_\_\_\_\_

Inspected by: \_\_\_\_\_

**Safety Inspection Schedule**

A general County wide walk through will be held in January and again in July. Each department should have no less than quarterly inspections.

- 1. Aisles and work areas free of trip hazards? Yes \_\_\_ No \_\_\_ \* \_\_\_
- 2. Waste baskets emptied regularly? Yes \_\_\_ No \_\_\_ \* \_\_\_
- 3. Flammable materials stored properly? Yes \_\_\_ No \_\_\_ \* \_\_\_
- 4. Ladders and stools stable with safety treads? Yes \_\_\_ No \_\_\_ \* \_\_\_
- 5. All spills immediately wiped up? Yes \_\_\_ No \_\_\_ \* \_\_\_
- 6. Lighting and ventilation adequate? Yes \_\_\_ No \_\_\_ \* \_\_\_
- 7. First Aid Kit easily available? Yes \_\_\_ No \_\_\_ \* \_\_\_
- 8. Emergency numbers posted prominently? Yes \_\_\_ No \_\_\_ \* \_\_\_
- 9. Smoke alarms mounted and working? Yes \_\_\_ No \_\_\_ \* \_\_\_
- 10. Workstations clean and orderly? Yes \_\_\_ No \_\_\_ \* \_\_\_
- 11. Are all Exits marked, lighted and clear of obstructions? Yes \_\_\_ No \_\_\_ \* \_\_\_
- 12. Are toilets and washing facilities clean and sanitary? Yes \_\_\_ No \_\_\_ \* \_\_\_
- 13. Are evacuation plans posted? Yes \_\_\_ No \_\_\_ \* \_\_\_
- 14. Fire Extinguishers easily located, regularly inspected? Yes \_\_\_ No \_\_\_ \* \_\_\_

\*Write in comments area for any item marked with \*or mark with NA for Non Applicable..

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

Dept Supervisor \_\_\_\_\_ Date \_\_\_\_\_

cc: to Safety Officer

**Trindel Insurance Fund**  
*Office Walkthrough Inspection*

Date		County		Department	
Location			Inspect by:		
				DSR	

Item	Description	Corrective Action	C.A. Date
<b>Emergency Communication</b> (Postings, evacuation maps, MSDS, etc.)			
<b>Housekeeping</b> (Clutter, cleanliness, storage, etc.)			
<b>Trip &amp; Fall Hazards</b> (Carpets, rugs, steps and stairways, cords, clutter, storage, etc.)			

<p><b>Electrical</b>          (Extension cords, receptacles, GFIs, breaker panels, exposed wiring, appliances, etc.)</p>			
<p><b>Heating &amp; Ventilation</b>          (Registers, filters, recirculation air, temperature, etc.)</p>			
<p><b>Lighting</b>          (Indoor, parking lots, etc.)</p>			
<p><b>Emergency Exits</b>          (Egress, signage, lighting, etc.)</p>			

<b>Janitor Closet</b> (Clutter, chemical & flammable storage, cleaning products, eye wash, Etc.)			
<b>Exterior</b> (Parking lots, sidewalks, walkways, etc.)			
<b>Security</b> (Public access, emergency communication, etc.)			
<b>Rest Rooms</b>			

<b>Misc.</b>			

General Comments:

<b>Inspected by:</b>	
<b>Signature</b>	
<b>Inspected by:</b>	
<b>Signature</b>	
<b>Dept Safety Rep.</b>	
<b>Signature</b>	
<b>Department Head</b>	

***Trindel Insurance Fund***  
*Maintenance Shop Safety Inspection*

Date		County		Department	
Location			Inspect by:		
				DSR	

Item	Description	Corrective action
Housekeeping		
Trip & Fall Hazards		
Electrical		
Compressed air		
Power & Hand tools		
Welding area / equipment		
Hydraulic Press		

<b>Jacks / Hoists / Blocking</b>		
<b>Flammable Storage</b>		
<b>Steel / Cutting Edge storage</b>		
<b>Ventilation</b>		
<b>Lighting</b>		
<b>Shop Exterior</b>		
<b>Rest Rooms</b>		
<b>Eye wash station</b>		

<b>Yard</b>		
<b>Misc.</b>		

General Comments:

<b>Inspected by:</b>	
<b>Signature</b>	
<b>Inspected by:</b>	
<b>Signature</b>	
<b>Dept Safety Rep.</b>	
<b>Signature</b>	
<b>Department Head</b>	
<b>Signature</b>	

## **Sierra County Sexual Harassment Policy**

**Resolution No. 2009-026**

Sierra County is committed to providing a workplace in which all individuals are treated with respect and professionalism. Consistent with this commitment, it is the policy of the County to provide a workplace that is free from all forms of discrimination and harassment, including sexual harassment. This Sexual Harassment Prevention Policy 2009-026 prohibits not only behavior that rises to the level of sexual harassment in violation of Title VII of the Civil Rights Act of 1964 and the Fair Employment and Housing Act, but also unprofessional and disrespectful behavior that, while not unlawful, may contribute to a hostile working environment.

A copy of the full Policy is provided to all new employees during the New Employee Orientation. If you need an additional copy please request one from the Human Resources Office.

**WORKPLACE VIOLENCE POLICY**  
**Resolution NO. 2015-042**

POLICY

The County of Sierra is committed to maintaining a workplace free from harassment, intimidation and violence and it is the responsibility of every employee to conduct themselves in the workplace in a manner that does not threaten, harass, coerce, abuse or assault another employee, customer or individuals engaged in a business relationship with this Agency.

This policy also shall apply towards property of employees or others. Employees determined to be engaged in prohibited behavior will be subject to one or more disciplinary actions outlined below. This policy shall also apply to actions of the public towards our employees and what measures the Agency may employ.

There are four areas covered in this policy:

**#1. VIOLENT BEHAVIOR:**

No employee or member of the public shall engage in violent conduct or make threats of violence, implied or direct in the workplace, or work site or in connection with their employment.

**#2. THREATS/HARASSMENT:**

All threats shall be taken seriously, not dismissed as harmless joking, or "just blowing off steam." Harassment includes repetitive behavior(s) that creates a hostile working environment or can be reasonably interpreted as abusive.

**# 3. WEAPONS:**

No persons other than Law Enforcement Officials authorized by law to carry weapons shall have in his/her possession while on any property owned or leased by the county, including county vehicles or private vehicles on county property, any firearm or other dangerous weapon or any explosive or destructive device. This includes, but is not limited to, any pistol, rifle, shotgun, ammunition, firecracker or fireworks, explosive or incendiary device, billy club, martial arts weapons, knife, etc. Weapons of a chemical or electrical nature or small knives must be cleared by the department head before they can be allowed in the workplace. (Exceptions: exceptions listed in penal code section 171b weapons in government buildings)

#4. VIOLATIONS OF THIS POLICY:

If any person violates this policy, all instances or occasions shall be:

- Reported immediately by any witnessing employees to their supervisor;
- Investigated promptly; and
- Resolved by management and Human Resources, employing disciplinary measures for employees, and either appropriate measures taken to deal with the public or referred to local law enforcement. Failure to report an incident shall subject employees to appropriate disciplinary action.
- Failure to report an incident shall subject employees to appropriate disciplinary action.

REPORTING INCIDENTS:

Any individual subjected to or aware of unacceptable behavior shall immediately bring the matter to the attention of their Department Head or Human Resources.

INVESTIGATIVE FOLLOW-UP:

The Department Head and Human Resources shall conduct an investigation into the incident. Upon completion of the investigation an appropriate response shall be prepared. If the unacceptable behavior was from an employee, then disciplinary action will be taken against the employee(s) involved. If the action came from a member of the public, the County will evaluate security measures and/or institute new procedures for dealing with the specific public person.

DISCIPLINARY ACTION:

The below list is not all-inclusive. Disciplinary action may be imposed as deemed appropriate for the incident violating the policy and based on the severity of the infraction may be at any level. Pending the outcome of the investigation, the employee may be suspended with pay.

Written reprimand to Personnel file

Suspension

Demotion

Termination

## **BLOODBORNE PATHOGENS**

County employees exposed to any human body fluid must immediately report this to their work supervisor, fill out a Sierra County report form, Workers Compensation Forms 5020 and DWC 1. Universal precautions are to be used in any instance where exposure to a blood borne pathogen is possible.

## Trainings

All county employees including managers and supervisors will receive training and instruction on general and job specific safety and health practices. Training and instruction will be provided as follows:

1. When the IIPP is first implemented
2. To new employees during their initial orientation
3. To all employees assigned to new positions for which they have not previous been trained.
4. Whenever new potentially hazardous substances, processes, procedures or equipment are introduced into the workplace.
5. To supervisors to familiarize them with the health and safety hazards to which their staff may be exposed.
6. To all employees with respect to hazards specific to their job assignments.
7. Whenever the County is made aware of a new or previously unrecognized hazard.

## RECORD KEEPING

Sierra County has taken the following steps to implement and maintain our IIPP Program.

1. Records required by CAL/OSHA will be maintained as follows:
  - a. The Safety Officer will maintain:
    1. Employee exposure records
    2. Records of Safety Training
    3. Records of Safety Meeting Sign in Sheet
    4. Safety Audits from Trindel Insurance
    5. Department Safety Inspection Reports
    6. Incident Hazard forms
2. Departments will maintain
  - a. Records of Site Specific Training
  - b. Safety meetings
  - c. Safety Audits

Original documents must be maintained to meet the requirements of this section. Other methods of record keeping or tracking, such as computer databases, may be used only as supplements.

Information considered being pertinent to an employee's exposure (to toxic substances or harmful physical agents) record is:

- a. Work place monitoring or measurement
- b. Biological monitoring results which assess the absorption of a substance by body systems
- c. Material Safety Data Sheets (MSDS's) or if these are not available, any other information which reveals the identity of a toxic substance or harmful physical agent.

## **SAFETY RECOGNITION AND COMPLIANCE**

### Compliance

All County employees are responsible for complying with the requirements of the IPPP

### Recognition

Employees who follow safe and healthful work practices will have this fact recognized and documented on their performance evaluations.

In addition, each Department Head has the option on nominating an employee for the county's annual safety award. Risk Management will consider the nominees according to the criteria established by Trindel Insurance Fund and select an employee for the award.

### Non-Compliance

Employees who are unaware of safe and healthy procedures or whose safety performance is deficient will receive training from their supervisor, the County Safety Officer, or other appropriate source. Safety training will include a description of the department's standard for full compliance and the consequences for failure to meet the standard.

Failure to comply will be reflected on their annual performance evaluation.

When it becomes necessary, Sierra County reserves the right to discipline employees who knowingly violate Sierra County safety rules or policies up to and including termination.

# Injury and Illness Prevention Program COVID-19 Addendum

## Employee Training

Provide regular training for employees on the following topics using interactive methods that are easy to understand including verbal, visual, audiovisual and picture-centered handouts and other resources:

- What is COVID-19 and how is it spread
- Signs and symptoms of COVID-19
- When to seek medical attention if not feeling well
- Prevention of the spread of COVID-19 if you are sick
- Physical distancing guidelines
- Importance of washing hands with soap and water for at least 20 seconds or use of hand sanitizer if soap and water are not readily available.
  - Hand washing should occur before and after using the toilet, eating, coming and going to work, after interactions with others, after contacting shared surfaces or tools, before and after wearing masks or gloves, and after blowing nose or sneezing.
- Methods to avoid touching eyes, nose and mouth
- Coughing and sneezing etiquette
- Safely using cleansers and disinfectants
  - Reading labels, wearing proper personal protective equipment (PPE), hazard review and steps to minimize harm to employees using those products.

## Procedures to Help Prevent the Spread of COVID-19

- Consider including language about taking employees' temperatures on a daily basis, maintaining those daily logs confidential and if an employee has a fever of 101 degrees Fahrenheit or greater, the employee will be sent home.
- Consider including language about doing a daily intake of employees' health - if they have a cough, fever, shortness of breath or have been exposed to anyone with a positive diagnosis.
  - If an employee is not feeling well and is exhibiting symptoms that may be attributed to COVID-19, such as acute respiratory symptoms or a fever, the county will do the following:
  - Provide resources including how to seek medical care and information
- Consider including language about if the county will send an employee home that is exhibiting any symptoms, how long the employee would be sent home for and if the employee will be compensated for the time off through paid sick leave or other.
- Consider including language about if the company will require the employee to provide a doctor's note attesting that he/she is fit for duty and able to return to work.
  - If informed that an employee tests positive for COVID-19, the county will provide notice to health officials in the county in which they are working to thus provide the county with further guidance. Information includes but is not limited to:
- The employee's work location, work hours, general and specific work duties, if the employee has traveled to multiple worksites recently with timing, and the last day the employee was at work.
- Identify who has been in contact with the employee. The employee's name will not be disclosed unless asked to by the health officials.
- Company will establish routine schedule to clean and disinfect common surfaces and objects in the workplace. This includes but is not limited to:

- Tools, machinery, containers, counters, tables, chairs, benches, door handles, knobs, doorbells, drinking fountains, refrigerators, vending machines, portable restroom and bathroom surfaces, automobiles – inside and out, and trash cans.
- The process of disinfecting includes providing disinfecting products, any PPE required for their safe use along with review of manufacturer instructions for proper use.

### **Procedures to Increase Physical Distancing**

Physical distancing is an effective method that can help stop or slow the spread of an infectious disease by limiting the contact between people. For COVID-19, the recommended distance is at least 6 feet.

Employees will be asked to practice distancing outdoors including, but not limited to the following:

- Before starting the work shift
- After the work shift
- Coming and going from vehicle
- Entering, working and exiting physical buildings or other structures
- During breaks and lunch periods
- When other work activities including using various tools

### **Sanitation Practices**

- Check restroom facilities frequently and make sure they are clean and sanitary
- Establish documented cleaning schedule and well visit program to check restrooms condition between scheduled cleaning, re-stock toilet paper, clean and sanitize as necessary or closure until cleaned.
- Make sure handwashing areas have plenty of soap, paper towels and that someone is cleaning and sanitizing
- Make sure handwashing supplies are re-stocked regularly
- Sanitize water receptacle and spigot frequently
- Sanitize door handles and other regularly touched surfaces

### **Limit Non-Essential Visits and Travel**

- Visitors may need approval before arriving, employees should maintain social distancing from visitors.
- Limit any unnecessary travel from one field to another in vehicles, this includes personal employee vehicles and company provided vehicles, with multiple passengers.
- Eliminate all non-essential and non-related services, such as entertainment activities.

### **Work Related Injuries and Illnesses**

Consider including updated language around company procedures for providing timely medical care for individuals not exhibiting signs of COVID-19 but who experience a work-related injury or illness.

**NOTE:**

Cal/OSHA's regulations require protection for workers exposed to airborne infectious diseases such as the 2019 novel coronavirus disease (COVID-19), first identified in Wuhan City, China in December 2019. This interim guidance provides employers and workers with information for preventing exposure to the coronavirus (SARS-CoV-2), the virus that causes COVID-19. Employers and employees should review their own health and safety procedures as well as the recommendations and standards detailed below to ensure workers are protected.

**Injury and Illness Prevention Program (IIPP)**

All employers must have an IIPP (title 8 [section 3203](#)) to protect employees from workplace hazards. Employers are required to determine if COVID-19 infection is a hazard in their workplace. If it is a workplace hazard, then employers must:

- Implement measures to prevent or reduce infection hazards, such as implementing the CDC recommended actions listed above
- Provide training to employees on their COVID-19 infection prevention methods

**Washing Facilities**

Regardless of COVID-19 risk, all employers must provide washing facilities that have an adequate supply of suitable cleansing agents, water and single-use towels or blowers (title 8 sections [1527](#), [3366](#), [3457](#) and [8397.4](#)).

**Personal Protective Equipment (PPE)**

Title 8 [section 3380](#) Personal Protective Devices requires employers to conduct a hazard assessment to determine if hazards are present in the workplace that necessitate the use of PPE. If an employer identifies COVID-19 as a workplace hazard, they must select and provide exposed employees with properly fitting PPE that will effectively protect employees.

**Control of Harmful Exposures**

Title 8 [section 5141](#) Control of Harmful Exposures requires employers to protect employees from inhalation exposures that can result in injury, illness, disease, impairment or loss of function. COVID-19 is a harmful exposure if there is an increased risk of infection at the workplace. Employers must implement engineering controls where feasible and administrative controls where practicable, or provide respiratory protection where engineering and administrative controls cannot protect employees and during emergencies. The CDC recommendations above describe some useful administrative controls. For more information on respirator use see [section 5144](#) and the federal OSHA [respiratory protection etool](#). Surgical and other non-respirator face masks do not protect persons from airborne infectious disease and cannot be relied upon for novel pathogens. They do not prevent inhalation of virus particles because they do not seal to the person's face and are not tested to the filtration efficiencies of respirators.

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

**MEETING DATE:**  
August 18, 2020

**TYPE OF AGENDA ITEM:**  
 Regular    Timed  
 Consent

**DEPARTMENT:** Personnel/Risk Management  
**APPROVING PARTY:** Margaret Long, Director/Van Maddox, Risk Mgr  
**PHONE NUMBER:** 530-289-2879

**AGENDA ITEM:** Resolution adopting the Sierra County protocols for maintaining a safe and healthy workplace in light of COVID-19.

**SUPPORTIVE DOCUMENTS ATTACHED:**    Memo    Resolution    Agreement    Other  
 See attached resolution and policy

**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:**

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\_\_\_\_\_  
 CLERK TO THE BOARD

\_\_\_\_\_  
 DATE

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

**RESOLUTION ADOPTING SIERRA COUNTY  
PROTOCOLS FOR MAINTAINING A SAFE AND  
HEALTHY WORKPLACE IN LIGHT OF COVID-19**

**Resolution 2020-**

**NOW, THEREFORE, BE IT RESOLVED** that the Sierra County Board of Supervisors, County of Sierra, State of California does hereby adopt the attached Sierra County Protocols for Maintaining a Safe and Healthy Workplace in Light of COVID-19.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the \_\_\_\_\_ day of \_\_\_\_\_, 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 PROTOCOLS FOR MAINTAINING A SAFE AND HEALTHY WORKPLACE IN LIGHT OF COVID-19**

## **SECTION ONE: COUNTY WIDE POLICIES AND PROTOCOLS**

The County has adopted the following policies. Copies of the policies may be found here: Human Resources/Risk Management Department.

### **A. Policies**

- Telecommuting Policy
- Cleaning and Disinfecting Policy
- Physical Distancing and Individual Responsibility Policy
- Use and Disclosure of Confidential Medical Information related to COVID-19
- Accommodations Policy for Employees at High-Risk of Severe Illness Should They Test Positive for COVID-19
- Standalone FFCRA Leaves and Compensation Policy

### **B. Guidelines and Other Documents**

- Guidance for Frontline Managers and Supervisors Implementing COVID-19 Policies and Practices
- Guidelines for Employees on COVID-19 and the “New Normal”
- Employee Physical Distancing and Workplace Safety Responsibilities – Do’s and Don’ts of Compliance
- CMIA Medical Release Form

## **SECTION TWO: FACILITY/WORKSITE-SPECIFIC MEASURES**

**A. Use of Shared Areas**

Public access to such areas at any one time may be limited to the number of individuals identified below:

Public Area-A public place is generally an indoor or outdoor area, whether privately or publicly owned, to which the public have access	Maximum number of persons allowed in the area at any given time (this figure includes agency personnel who may also be in the area with members of the public)
All County owned Public Areas	As allowed per maintaining 6 feet physical distance

The County maintains several communal areas, which are utilized by County employees. These communal areas are listed below. Access to such areas at any one time may be limited to the number of individuals identified in the chart below.

Communal Area	Maximum number of employees permitted in the area at a given time
Boardroom	As allowed by maintaining 6 feet physical distance
Courthouse Lobby	As allowed by maintaining 6 feet physical distance

Personnel Conference Room	As allowed by maintaining 6 feet physical distance
Sheriff's Conference Room	As allowed by maintaining 6 feet physical distance
Basement Copier Room	As allowed by maintaining 6 feet physical distance
Downieville Wellness Room	As allowed by maintaining 6 feet physical distance
Loyalton Wellness Center	As allowed by maintaining 6 feet physical distance
Loyalton Probation Conference Room	As allowed by maintaining 6 feet physical distance
Health & Human Services Conference Room	As allowed by maintaining 6 feet physical distance
Behavioral Health Kitchen	As allowed by maintaining 6 feet physical distance

**B. Public Notice**

- Signage is posted at each public entrance of the facility/worksites to inform all employees and members of the public that they must not enter the facility/worksites if they have a cough, fever, shortness of breath, difficulty breathing, chills, muscle pain, headache, sore throat, new loss of taste or smell, or other symptoms consistent with COVID-19 identified by the Centers for Disease Control (“CDC”). Signage states that, while in the facility/worksites, individuals must maintain a minimum six-foot distance from one another.

**C. Employee Health and Safety**

- The County has canceled non-essential travel until further notice.
- The County will continue to allow telecommuting positions.
- The County will allow staggered shifts for certain positions.

- The County has directed all employees not to come to work if they are sick, including, but not limited to, exhibiting any symptoms of COVID-19 (*e.g.*, cough, fever, shortness of breath, chills, muscle pain, headache, sore throat, new loss of taste or smell, or other symptoms consistent with COVID-19 identified by the Centers for Disease Control (“CDC”)).
- The County has identified local health department contacts with whom it will communicate regarding information about COVID-19 outbreaks at the County. The County will assist local health departments in facilitating contact tracing for employees who test positive for COVID-19.
- The County will implement the following Covid-19 self screening system:

### **SCREENING STEPS**

#### **1. TAKE YOUR TEMPERATURE WITHIN 2 HOURS OF STARTING WORK.**

If you need a thermometer, please let your supervisor know so that we can get you one.

#### **2. IF ALL CLEAR – You’re OK to work today**

#### **3. IF YOU HAVE A TEMP OR SYMPTOM(S) STAY HOME AND CALL YOUR SUPERVISOR**

Given that, every situation will be unique, this will be the time to discuss options and receive direction about how to proceed. Some people may have symptoms related to ongoing conditions. Some may have seen a doctor and been diagnosed with something other than COVID-19. In other words, symptoms do not have to automatically mean stay home and be quarantined.

- The County is requiring all employees to use a cloth face covering at work when interacting with the public and other employees, and the County is providing such face coverings at no cost to any employees who do not bring their own. The only exception to this requirement is if an employee is alone in their own office or have appropriate barriers and physical distancing at their individual workspaces. The County has notified all members of the public that they will not be permitted to enter or remain in the facility/worksites unless they wear cloth face coverings. The County provided such notice by posting guidance on the County website and posting signage at each public entrance of County facilities.

- The County has arranged desks or individual workstations in such a manner so that employees are separated by at least six feet or have barriers between workstations.
- Break rooms, restrooms, and other common areas are disinfected frequently and thoroughly, according to the following schedule:
  1. Breakrooms: Deep Clean two times a week and after use by staff
  2. Restrooms: Deep Clean two times a week
  3. Waiting areas: Deep Clean two times a week
  4. Conference rooms: Deep Clean two times a week and after use by staff
  5. Board chambers: Deep Clean two times a week and after use by staff
  6. County vehicles: After each use by staff
- The County has directed all employees to discontinue the use of shared office equipment to the extent practicable, or in the alternative to, sanitize shared surfaces and objects (*e.g.*, shared copier/printers, conference room chairs and tables, counter tops, refrigerator door handles, agency vehicles keyboards, shared office supplies) after use.
- The County has directed all employees to sanitize certain parts of agency county vehicle after each use, including outside handles, steering wheels, rearview mirrors, radios, buttons on doors used to control windows and mirrors, gearshifts, and keys. The County will place disinfectant and cleaning supplies in each vehicle.
- The County has directed all employees to frequently wash their hands with soap and water, or use sanitizer when a sink is not available, for 20-seconds and after the following activities: using the restroom, sneezing, touching their face, blowing their nose, touching the refrigerator, using shared equipment such as copier, printer, postage meters, tool handles and vehicles, cleaning, sweeping, mopping, smoking, eating, drinking, entering and leaving the building, going on a break and before the start of their work shift.
- Employees are allowed breaks, as needed, to wash their hands.
- The County has placed no-touch hand sanitizer receptacles at locations where they can be easily accessed by employees and members of the public.
- Disinfectant and related supplies are available to all employees by contacting Building Maintenance.

- Hand sanitizer that contains at least 60% ethanol or 70% isopropanol is available to all employees by contacting Building Maintenance or the Public Health Department.
- The County has suspended the use of shared food and beverages (e.g. bringing in lunch for meetings that is shared “buffet style.”)
- The County has instructed staff to replace in-person meetings with other means of communication, including but not limited to telephone calls, e-mails, or video conferences that cannot maintain social distancing.
- The County has also encouraged fresh air circulation by directing employees to open windows and doors, to the extent practicable and safe.
- Restrooms normally open to the public will remain open to the public.
- The County will provide training to all employees and officials regarding the measures it is taking and is requiring individuals to take measures to maintain a safe and healthy working environment in accordance with State guidelines.
- Copies of this Protocol have been distributed to all employees in the following manner(s): Department Safety Meeting and emailed to each county employee.

**D. Measures Designed to Keep People At Least Six Feet Apart and Prevent Unnecessary Contact**

- The County has placed signage outside the facility/worksites that instructs people to remain at least six feet apart, including when waiting to enter the facility/worksites.
- The County has instructed all employees to maintain at least a six-foot distance from members of the public and from each other, except employees whose job duties require them to come into closer contact with others or as otherwise necessary.
- The County has instructed all employees using County vehicles that, vehicles be used at no more than 50% capacity with driver and passengers masked.

**You may contact the following person with any questions or comments about this Protocol:**

**Contact Name: JUDI BEHLKE**

**Job Title: SIERRA COUNTY PERSONNEL ANALYST/SIERRA COUNTY SAFETY OFFICER**

**Phone Number: 530-289-2879**

**Email Address: [JBEHLKE@SIERRACOUNTY.CA.GOV](mailto:JBEHLKE@SIERRACOUNTY.CA.GOV)**





## **ADMINISTRATIVE POLICY AND PROTOCOLS FOR CLEANING AND DISINFECTING THE WORKPLACE**

### **I. Preamble**

The purpose of the California Occupational Safety and Health Act of 1973 is to assure safe and healthy working conditions for all workers. (Labor Code § 6300, et seq.)

The Centers for Disease Control and Prevention (“CDC”) recommends cleaning and disinfecting public spaces, such as the workplace, in order to reduce the risk of exposure to SARS-CoV-2, the virus that causes COVID-19 (hereinafter “the virus that causes COVID-19”). Normal routine cleaning with soap and water removes germs and dirt from surfaces, and lowers the risk of spreading the virus that causes COVID-19. Disinfecting kills germs on surfaces. Killing germs on surfaces after cleaning can further lower the risk of spreading infection.

The County therefore implements this Administrative Policy and Protocols for Cleaning and Disinfecting the Workplace for the protection of all employees, their families, and the public we serve.

### **II. Statement of Policy**

The purpose of this Policy is to ensure healthy and safe working conditions for all County employees through adherence to federal, state, and local cleaning and disinfecting requirements, recommendations, and best practices intended to limit exposure to the virus that causes COVID-19. Ensuring healthy and safe working conditions and the health and safety of employees is a business necessity for the County.

### **III. Compliance**

The County intends to fully and faithfully comply with any and all applicable federal, state, and local regulations and guidance regarding cleaning and disinfecting worksites in the administration of this Policy and associated protocol.

### **IV. Policy**

**Scope of Coverage:**

This policy will apply with equal force to all properties and facilities over which the County has custody and control, including both indoor and outdoor areas.

**Effective Date:**

This Policy shall be effective immediately upon adoption and shall remain in effect until the Human Resources Department in concurrence with Public Health, advises employees that the Policy is no longer operative due to the end of the present public health emergency.

**Cleaning Practices for Outdoor Areas:**

The virus that causes COVID-19 naturally dies within hours to days in typical indoor and outdoor environments. Warmer temperatures and exposure to sunlight reduces the time the virus survives on surfaces and objects. Outdoor areas generally require normal routine cleaning and do not require disinfection.

*(a) County's Responsibilities:*

The County will maintain existing cleaning and hygiene practices of outdoor areas.

*(b) Employee Responsibilities:*

In addition to the efforts undertaken by County, employees are expected to comply with protocols for social distancing and individual responsibility in the workplace, to the extent applicable to outdoor spaces, as well as the provisions in this Policy regarding collective efforts to routinely disinfect frequently used surfaces and objects.

**Cleaning Practices for Indoor Areas that have been Unoccupied for at least Seven Days:**

The virus that causes COVID-19 has not been shown to survive on surfaces longer than seven (7) days. Therefore, if an indoor area has been unoccupied for seven (7) days or more, the County will conduct normal routine cleaning of that area consistent with its existing cleaning and hygiene practices.

**Cleaning and Disinfecting Practices for Indoor Areas that have been occupied within the last Seven Days:**

*(a) County's Responsibilities:*

The County will evaluate each building or facility to determine what kinds of surfaces make up each area. Most surfaces and objects will require only routine cleaning consistent with the County's current practices. Such routine cleaning involves cleaning the surface or object with soap and water, followed by disinfection. Additionally, each workday, the County will clean and disinfect frequently touched surfaces and objects, including but not limited to light switches and doorknobs, to further reduce the risk of germs on those surfaces and objects.

Disinfecting will be conducted using an EPA-approved disinfectant, when available. If an EPA-approved disinfectant is unavailable, alternative disinfectants will be used, such as one-third (1/3) cup of bleach

added to one (1) gallon of water or alternatively, seventy percent (70%) alcohol solutions, to disinfect, consistent with CDC guidelines. The County prohibits the mixing of bleach and other cleaning and disinfection products together, as this can cause fumes that may be dangerous when inhaled. The County requires that the use of any cleaning and disinfectant products adhere to the instructions from each product's manufacturer related to concentration, application method, contact time, etc.

*(b) Employee Responsibilities:*

In addition to the efforts undertaken by County employees are expected to comply with provisions in this policy regarding collective efforts to routinely disinfect frequently used surfaces and objects.

**Provision of Sanitizing Supplies:**

The county will make hand sanitizer available near the entrance of any County facility and in other appropriate areas for use.

**Collective Effort to Routinely Disinfect Frequently Used Surfaces and Objects:**

The CDC has called upon every American to implement behavior to slow the spread of the virus that causes COVID-19. Everyone has a role in making sure our communities are as safe as possible to reopen and remain open. The County takes this responsibility extremely seriously.

*(a) County's Responsibilities:*

The County will ensure that surfaces and objects within its buildings and facilities are cleaned and disinfected each workday to maintain safe and healthy working conditions for all workers and members of the public.

*(b) Employee Responsibilities:*

In addition to the efforts undertaken by the County, every employee across all departments has an individual responsibility to contribute to this effort by routinely disinfecting surfaces and objects with which that employee interacts. This includes mandatory compliance with protocols for Physical Distancing and Individual Responsibility in the Workplace. The County will provide effective disinfectants throughout its buildings and facilities to be used to disinfect these items to assist employees in meeting their individual responsibilities. Employees are expected to utilize these disinfectants to regularly wipe down commonly used surfaces and objects.

**Providing of Personal Protective Equipment (“PPE”) for Workers Assigned to Clean or Disinfect the Workplace:**

*(a) County Requirements Applicable to County Employees Assigned Whose Job Duties Require Them to Clean or Disinfect County Buildings or Facilities:*

County employees must wear appropriate PPE throughout the cleaning/disinfecting process, including the handling of trash.

The County will provide the necessary and appropriate PPE at no cost to employee whose job duties require them to clean or disinfect its buildings or facilities, as set forth in Occupational Safety and Health Administration (“OSHA”) regulations. (See 29 C.F.R. § 1910.132 (h).) This provision does not apply to County employees that contribute to cleaning and disinfecting efforts in an isolated fashion, such as wiping down a doorknob or desk after its use.

Appropriate PPE includes disposable gloves and gowns that are compatible with the disinfectant products being used. The County may require that employees whose job duties require them to clean and disinfect its buildings or facilities wear additional PPE, such as goggles or face shields, based on the cleaning/disinfectant products being used and whether a risk of splashing reasonably exists. If disposable gowns are unavailable, employees whose job duties require them to clean and disinfect its buildings or facilities must wear a similar type of covering, such as coveralls, aprons, or work uniforms. Any reusable (washable) clothing worn during the cleaning/disinfecting process must be laundered afterwards. Employees, whose job duties require them to handle dirty laundry, must clean their hands after handling dirty laundry.

#### Proper Use of PPE and Training Related to PPE

County employees utilizing PPE must carefully remove gloves and gowns at the end of the cleaning/disinfecting process to avoid contamination of the wearer and surrounding area. After the removal of gloves, employees must wash their hands thoroughly with soap and water.

The County will ensure that any employees utilizing PPE as described in this section are trained on when to use PPE, what PPE is necessary, how to properly don (put on), use, and doff (take off) PPE, how to maintain and dispose of PPE, and the limitations of PPE. The County will also ensure that any employees utilizing PPE as described in this section are trained on proper eye and face protection, hand protection, and respiratory protection.



## **ADMINISTRATIVE POLICY AND PROTOCOLS FOR PHYSICAL DISTANCING AND INDIVIDUAL RESPONSIBILITY IN THE WORKPLACE**

### **I. Preamble**

The purpose of the California Occupational Safety and Health Act of 1973 is to assure safe and healthy working conditions for all workers. (Labor Code § 6300, et seq.)

The Centers for Disease Control and Prevention (“CDC”) recommends physical distancing to reduce the spread of SARS-CoV-2, the virus that causes COVID-19 (hereinafter “the virus that causes COVID-19”). The virus that causes COVID-19 spreads primarily when people come into close contact (within about 6 feet) with each other for a prolonged period (approximately 10 minutes or more). Such spread happens when an infected person coughs, sneezes, or talks, and respiratory droplets from their mouth or nose are launched into the air and land in the mouth, nose, and/or eyes of people nearby. The droplets can also be inhaled into the lungs. Studies indicate that people who are infected but do not have symptoms likely also play a role in the spread of the virus that causes COVID-19.

The County therefore implements this Administrative Policy and Protocol for Physical Distancing and Individual Responsibility in the Workplace for the protection of all employees, their families, and the public we serve.

### **II. Statement of Policy**

The purpose of this policy is to ensure the health and safety of working conditions for all County employees through adherence to physical distancing and cleaning and disinfecting principles and best practices. Ensuring healthy and safe working conditions and the health and safety of employees is a business necessity for the County.

### **III. Compliance**

The County will fully and faithfully comply with any and all applicable laws, including, but not limited to, the Americans with Disabilities Act (“ADA”), the Rehabilitation Act of 1973, the Fair Employment and Housing Act (“FEHA”), and the California Confidentiality of Medical Information Act (“CMIA”) in the administration of this policy and associated protocol.

#### **IV. Policy**

##### **Scope of Coverage:**

This policy will apply with equal force to all County employees as preventing the transmission of the virus that causes COVID-19 in the workplace is reasonably related to all County jobs.

##### **Effective Date:**

This policy shall be effective immediately upon adoption and shall remain in effect until the Human Resources Department in concurrence with Public Health advises employees that the policy is no longer operative.

##### **Reduction of In-Person Employee Headcount at Any Given Time:**

To reduce the spread of the virus that causes COVID-19, the Department Manager, in concurrence with Human Resources, is authorized to allow, encourage, or require remote work as appropriate for any given employee or class of employees. Employees may be required, for example, to work remotely one day and report to the workplace the next. The Department Manager, in concurrence with Human Resources, is further authorized to implement flexible or staggered work hours, including staggered breaks, as needed.

##### **Minimum Spacing of Six Feet:**

Employees and members of the public entering and using County facilities must maintain a minimum physical distance of six feet between themselves and any other person at all times. While on duty at any County facility, or working off site, employees must also minimize exposure to and contact with others.

To the extent that existing arrangements of workstations or furniture, including in break rooms or conference rooms, do not provide for adequate spacing, they must be rearranged to provide for such spacing. If furniture cannot be rearranged to allow for adequate spacing, seats or desks that would encroach on the six-foot distance must be clearly marked as prohibited for use.

Entry to any County facility must be limited to a number of people that can easily maintain, at all times, a minimum six-foot physical distance from others, except as necessary to complete the business for which the person is at the facility.

Waiting areas will be rearranged to discourage members of the public from waiting or sitting within 6 feet of one another.

Where employees and members of the public form lines for products or services, such as at a public counter, appropriate markings must be placed at 6-foot intervals to indicate where employees and/or members of the public should stand while waiting in order to provide

adequate spacing. Persons who are family members or household contacts, may stand or move together, but must be separated from others by a physical distance of at least six feet.

Employees shall refrain from engaging in handshakes, hugs, or any other unnecessary physical contact with any person at all times while on County premises or otherwise while on duty outside of their home (telework) workspace.

**Physically Distanced Meetings Only When Necessary:**

Where feasible, in-person meetings must be replaced with other means of communication, including but not limited to telephone calls, e-mails, or video conferences. Staff meetings normally held in meeting rooms or shop settings should take place outside when physical distancing is not practicable in the usual space, or video conferencing is not available. All participants should wear face coverings.

If an in-person meeting is held, it must take place in a conference room or other space that allows the participants sufficient space to maintain the minimum spacing of six feet and all participants should wear face coverings. After a conference room is used for a meeting, the conference room must be cleaned and disinfected in accordance with the County's Cleaning and Disinfecting Policy before it can be used again. This includes, but it is not limited to, requiring that all employees who attended the in-person meeting clean and disinfect the space they occupied during the meeting (*e.g.*, their chair, area of the conference table at which they sat) using County provided sanitizing supplies, as described below.

**Social Visits to be Avoided:**

Employees should refrain from congregating in confined spaces, such as conference or break rooms.

If socializing cannot be avoided, employees must observe the requirement that they maintain a minimum physical distance of six feet between themselves and any other person at all times and face coverings should be worn.

Employees are prohibited from permitting social visitors (visitors who are not on official business) into any non-public areas of County facility. When and where such social visits do occur, employees must maintain the minimum spacing of six feet at all times. Employees may socialize with visitors who are not on official business outside the workplace (*e.g.*, an employee may go to lunch with their spouse off-site.)

**Wearing of Face Coverings:**

Members of the public who enter a County facility must wear a face covering during their time in the facility.

Employees working at a County worksite, including in office and out of office locations, should use cloth face coverings unless in an individual office alone or in an individual workspace with barriers and six feet apart.

A “cloth face covering” is a material that covers the nose and mouth. It may be secured to the head with ties or straps or simply wrapped around the lower face. It may be made of a variety of materials, such as cotton, silk, or linen. Acceptable cloth face covering options include, but are not limited to:

- Bandana with no holes or tears in the fabric;
- Neck gaiter with no holes or tears in the fabric;
- Homemade face covering with no holes or tears in the fabric;
- Scarf; with no holes or tears in the fabric;
- Tightly woven fabric, such as cotton t-shirts and some types of towels with no holes or tears in the fabric;

A cloth face covering that no longer covers the nose or mouth; has stretched out or damaged ties or straps; cannot remain securely attached to a person’s face; has holes or tears in the fabric; and/or obstructs an employee’s vision do not comply with this policy. An employee or member of the public must immediately replace their face covering under these circumstances or leave the facility.

Use of a surgical mask is not required, but employees who choose to do so are in compliance with this policy as long as the surgical mask is in good condition and can remain securely attached to the employee’s face.

### **Hand Washing:**

Employees are expected to wash their hands (for a minimum of 20 seconds), or use hand sanitizer when a sink is not available, and after any of the following activities: using the restroom, sneezing, touching the face, blowing the nose, cleaning, sweeping, mopping, smoking, eating, drinking, entering or leaving the facility, going on break, and before and after their work shift or use of shared equipment. <https://www.cdc.gov/handwashing/hand-sanitizer-use.html>

### **Provision and Use of Sanitizing Supplies:**

Hand sanitizer (at least 60% ethanol or 70% isopropanol), soap and water must be made available near the entrance of any County facility and in other appropriate areas for use by the public and employees. Effective disinfectants should be provided so that commonly used surfaces (*e.g.*, doorknobs, keyboards, remote controls, desks, staplers, copiers, other work tools and equipment) can be wiped down by employees before each use.

It is each employee’s responsibility to use these supplies to sanitize every surface they touch after each use, except those in an employee’s own private office space, including but not limited to doorknobs, tables, desk and counter tops, chairs, copiers, printers, books/binders, refrigerators, microwaves, coffee makers, file cabinets and shelves, shared computers, phones, tools, and other equipment. It is further each employee’s responsibility to similarly sanitize their own office at the end of their work day or before that space is shared or used by any other

person (e.g., an employee must wipe down all surfaces in his or her office before allowing another person to enter for a meeting).

Any items handled by public visitors to any County facility, including, but not limited to, visitor badges, clipboards, or pens, must be taken out of circulation after each use and not be used again until wiped down with effective disinfectants in accordance with this policy.

### **County Vehicles:**

County vehicles should be occupied by 50% of capacity. If sharing a vehicle, employees should wear their face coverings while in the vehicle. County vehicle door handles, seatbelts, seats, and steering wheels must be sanitized before each use of the vehicle. A bottle of sanitizer must be placed in each County vehicle and replaced or refilled when empty. It is the responsibility of all employees who operate vehicles to ensure hand sanitizer is available in each car.

### **Remote Public Access to Meetings**

Members of the public wishing to attend open session meetings of the Board of Supervisors may do so remotely. Information regarding how to attend remotely will be posted on the County website.

### **Required Posting and Distribution:**

Signs must be placed at conspicuous places at all public entrances that instruct members of the public not to enter if they are experiencing symptoms associated with COVID-19 (e.g., cough, shortness of breath or difficulty breathing, and/or more of the following: fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell, or any other symptom associated with COVID-19 identified by the CDC). The signs must also instruct persons who are not experiencing these symptoms and who can enter the facility that they are to wear face coverings and maintain six feet of distance between themselves and others while inside.

A copy of this document, ADMINISTRATIVE POLICY AND PROTOCOLS FOR PHYSICAL DISTANCING AND INDIVIDUAL RESPONSIBILITY IN THE WORKPLACE, must be provided to each County employee and posted at or near the entrance of each County facility. The location at which the ADMINISTRATIVE POLICY AND PROTOCOLS FOR SOCIAL DISTANCING AND INDIVIDUAL RESPONSIBILITY IN THE WORKPLACE must be easily viewable by the public and employees.

**ACKNOWLEDGMENT OF RECEIPT OF SIERRA COUNTY’S ADMINISTRATIVE POLICY AND PROTOCOLS FOR SOCIAL DISTANCING AND INDIVIDUAL RESPONSIBILITY IN THE WORKPLACE**

I acknowledge I have received a copy of Sierra County’s administrative policy and protocols for social distancing and individual responsibility in the workplace (the “policy”). I have read the policy, understand it and agree to follow it.

I understand it is my obligation to refrain from engaging in conduct in violation of the Policy.

Print Name

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Signature

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Date



## **ADMINISTRATIVE POLICY AND PROTOCOLS FOR THE USE AND DISCLOSURE OF CONFIDENTIAL COUNTY MEDICAL INFORMATION RELATED TO COVID-19**

### **I. Preamble**

The County implemented COVID-19 symptom screenings in order to ensure the health and safety of County employees in accordance with the California Occupational Safety and Health Act of 1973 and its purpose to assure safe and healthy working conditions for all workers. (Labor Code § 6300, et seq.)

The **County's COVID-19 symptom screening** collects certain confidential medical information ("Medical Information") about County employees.

### **II. Definitions**

"Medical Information" means any Individually Identifiable information, in electronic or physical form, in possession of or obtained from a provider of health care, health care service plan, pharmaceutical company, or contractor regarding an employee's medical history, mental or physical condition, or treatment. It also means any Individually Identifiable information collected by County in relation to the COVID-19 testing and/or COVID-19 symptom screening implemented by County. "Individually Identifiable" means that the Medical Information includes or contains any element of personal identifying information sufficient to allow identification of the individual, such as the patient's name, address, electronic mail address, telephone number, or social security number, or other information that, alone or in combination with other publicly available information, reveals the individual's identity.

### **II. Statement of Policy**

The purpose of this policy is to safeguard Medical Information in a manner compliant with the Confidentiality of Medical Information Act ("CMIA") and the Americans with Disabilities Act ("ADA") with respect to all Medical Information that the County acquires during the administration of these protocols and/or policies, or obtains by other means. The County recognizes the importance of confidentiality concerning the information at issue and will fully and faithfully comply with CMIA in its use and disclosure of such information.

### **III. Authority**

The County is authorized to conduct the COVID-19 symptom screening under the authority provided for under policy.

#### **IV. Compliance**

The County will fully and faithfully comply with the CMIA and ADA in the implementation and administration of this policy.

#### **V. Policy**

##### **Scope of Coverage:**

This policy covers all Individually Identifiable Medical Information of all County employees and applicants that the County acquires or obtains and which relates to COVID-19, including, but not limited to, symptoms associated with COVID-19, positive COVID-19 test results, and other health or medical conditions that would place the employee at high-risk for a serious illness if the employee contracted COVID-19.

Specifically, this policy covers the following types of Medical Information:

- All Medical Information acquired by County during or as a result of the administration of the COVID-19 symptom screening.
- All Medical Information that the County obtains by means other than by testing administered by the County. For example, the County Public Health Department may inform the County that an employee has tested positive or an employee may voluntarily disclose a positive COVID-19 diagnosis not as the result of a test administered by the County.
- All Medical Information related to COVID-19 that the County acquires or obtains, including, but not limited to, information about an employee's health or medical conditions that may put the employee at increased risk of serious illness should the employee contract COVID-19.

##### **Effective Dates:**

This policy shall be effective immediately upon adoption and shall remain in effect as long as necessary to safeguard Medical Information acquired or obtained by the County employees and as otherwise required by law.

##### **Employee Authorization to Disclose Medical Information:**

Permissible disclosures of employee Medical Information without prior written authorization from an employee are limited.

Should an employee wish to provide the County authority to make additional disclosures of Medical Information related to COVID-19, the employee or their legal representative may authorize such disclosure using the Authorization for Disclosure and Use of Medical Information (“Authorization”), and completing each of the required fields provided therein.

An employee may also authorize the Disclosure and Use of Medical Information in a handwritten document. Such a handwritten Authorization must:

- State the specific uses and limitations on the types of Medical Information to be disclosed;
- State the name or function of the County that may disclose the Medical Information;
- State the names or functions of the persons or entities authorized to receive the Medical Information;
- State the limitations, if any, on the use of the Medical Information by the persons or entities authorized to receive the Medical Information; and
- State a specific date after which the County is no longer authorized to disclose the Medical Information.

#### **Permissible Uses and Disclosures of Medical Information:**

Generally, the County may not disclose Medical Information without prior written authorization from an employee. The County may, however, use and disclose an employee’s Medical Information for certain public interest and benefit purposes, including, but not limited to:

- If compelled by judicial or administrative process or by any other specific provision of law;
- That part of the information which is relevant in a lawsuit, arbitration, grievance, or other claim or challenge to which the County and employee are parties and in which the patient has placed in issue his or her medical history, mental or physical condition, or treatment may be used or disclosed in connection with that proceeding;
- For the purpose of administering and maintaining employee benefit plans, including health care plans and plans providing short-term and long-term disability income, workers' compensation and for determining eligibility for paid and unpaid leave from work for medical reasons;
- To a provider of health care or other health care professional or facility to aid the diagnosis or treatment of the employee, where the employee or other person authorized by law to permit disclosure of Medical Information on the employee’s behalf, is unable to authorize the disclosure.

The uses and disclosures of an employee's confidential information for these purposes do not require the employee's authorization.

Further, it shall not be a violation of the Policy and Protocols for the County to disclose information that does not contain Individually Identifiable information of an employee. For example, the County may notify other employees that an employee has tested positive for COVID-19 so long as the County does not disclose information that would lead others to identify that employee (e.g. their name, work location, position). In such a circumstance, it may be necessary for the County to inform certain persons, such as the individual's supervisor, janitorial staff, that an employee has tested positive so that County may take appropriate steps to ensure a healthy and safe workplace for all employees.

**Disclosures of Medical Information to the Employee:**

Employees are entitled to access and review their medical file as maintained by the County. The County must disclose the Medical Information contained in the employee's medical file to the employee when requested.

**Reasonable Safeguards for Medical Information:**

The County employs reasonable safeguards in order to protect against and limit the incidental use and disclosure of employee's Medical Information.

The County will store Medical Information in a medical file that is separate and distinct from the employee's personnel file.

County employees follow the following safeguards in order to limit the incidental use and disclosure of Medical Information:

1. Determine who is with an employee before discussing the employee's Medical Information.
2. Do not assume that an employee will permit disclosure of their Medical Information to a family member or friend.
3. Request that individuals leave the room or vicinity in order to provide the employee an opportunity to object to the disclosure of their Medical Information.
4. Dispose of unnecessary paper products that have protected health information in a shredder.

**Limiting the Disclosures of Medical Information:**

All requests for Medical Information, whether routine or non-routine, are handled by the County's Department of Human Resources. All County employees must therefore direct all requests for Medical Information to the County's Department of Human Resources.

**Policy on Requests to Review and/or Amend Employee Authorization for Disclosure of Medical Information:**

Employees are entitled to request a true copy of an employee's authorization for the disclosure of Medical Information.

Employees are also entitled to cancel or modify an employee authorization for the disclosure of Medical Information. Employees who wish to cancel or modify an employee authorization must provide written notice to Personnel. Cancellations and modifications of employee authorizations only become effective after County receives written notice of any such action.

**Policy on Requests to Restrict Use and Disclosure of Medical Information:**

Employees are entitled to request that the County restrict the use and/or disclosure of protected health information, as outlined in Civil Code Section 56.11(d)-(h).

If an employee has authorized disclosure of Medical Information but wishes to restrict such authorization, County shall communicate to the person or entity to which it discloses the Medical Information any limitations in the authorization regarding the use of the Medical Information.



## **ADMINISTRATIVE POLICY AND PROTOCOLS FOR THE ACCOMMODATION OF EMPLOYEES WHO ARE AT HIGH-RISK OF SEVERE ILLNESS FROM COVID-19**

### **I. Preamble**

Federal and State equal employment and opportunity laws, including the American with Disabilities Act (“ADA”) and the Rehabilitation Act, Title VII of the Civil Rights Act, the Fair Employment and Housing Act (“FEHA”), and the Age Discrimination in Employment Act (“ADEA”) impose certain obligations on the County in terms of the provision of reasonable accommodations.

Absent an undue hardship to the County or a direct threat to the health and safety of County employees, the County may provide certain employment-related accommodations to employees who, because they are age 65 or older or have an underlying medical condition, are

at higher risk of severe illness if they contract the virus that causes COVID-19, in order to reduce the risk of such employees contracting the virus.

## **II. Statement of Policy**

This discretionary policy provides to qualified employees the right to request that the County provide certain additional accommodations that, while not otherwise required by law, may reduce the risk of such employees contracting the virus that causes COVID-19.

## **III. Compliance**

The County intends to fully and faithfully comply with any and all applicable laws, including, but not limited to, the ADA, Rehabilitation Act, the FEHA and the ADEA in the administration of this policy and associated protocol.

## **IV. Policy**

### **Scope of Coverage:**

This policy applies to and covers all County employees who can demonstrate that they are at higher risk of severe illness if they contract the virus that causes COVID-19 because they are age 65 or older or have one or more of the underlying medical conditions enumerated below.

Based on the available information at the time that this policy was adopted, the Centers for Disease Control and Prevention (“CDC”) identify the following individuals as those who might be at higher risk of severe illness if the individual contracted the virus that causes COVID-19:

- People 65 years of age and older;
- People who have chronic lung disease;
- People with moderate to severe asthma;
- People who have serious heart conditions;
- People who are immunocompromised by conditions such as cancer treatment, smoking, bone marrow or organ transplantation, immune deficiencies, and prolonged use of corticosteroids and other immune weakening medications;
- People with severe obesity (body mass index of 40 or higher);
- People with diabetes;
- People with chronic kidney disease undergoing dialysis; and
- People with liver disease

The County expressly reserves the right to modify the above-enumerated conditions based on new information or guidance provided by the CDC or other public health authorities.

### **Effective Dates:**

This Policy shall be effective immediately upon adoption and shall remain in effect until the Human Resources Department in concurrence with Public Health advises employees that the Policy is no longer operative due to the end of the present public health emergency.

**Notice to Human Resources:**

If an employee is age 65 or older, has any of the recognized underlying medical conditions enumerated herein, or another condition that the employee believes places them at higher risk for severe illness if they contract the virus that causes COVID-19, the employee may inquire with County’s Human Resources Department regarding a potential workplace accommodation.

**County Policy against Retaliation:**

The County will not terminate, suspend, discipline, or take any other adverse employment action against an employee because they are exercising their privileges under this Policy.

**Process for Accommodation Request:**

While the request for accommodation under this policy is separate and distinct from a request for a reasonable accommodation under the ADA, an employee who desires an accommodation under this policy must make such a request in writing.

Following receipt of the request, the County’s Human Resources Department will require a note from the employee’s health care provider(s) certifying that the employee has a qualified underlying medical condition that exposes the employee to a higher risk of severe illness if they contract the virus that causes COVID-19. Furthermore, the County’s Human Resources Department may require additional information, including, but not limited to, documentation from the employee’s health care provider to determine whether the employee’s underlying condition necessitates an additional accommodation when the employee returns to the workplace.

The County’s Human Resources Director or their designee will make determinations regarding accommodations under this policy on a case-by-case basis. Accommodations may include, but are not limited to, the following:

- Alternative work assignments or locations;
- Telework;
- Reassignment;
- Increased physical distancing measures; and/or
- Leave.

The County’s Human Resources Department will work in good faith with the employee to fully consider all potential accommodations.

**No Right to Appeal Accommodation Determinations:**

Determinations made by the County's Human Resources Department are final and are not subject to appeal by the employee or the employee's employee organization.



## **ADMINISTRATIVE POLICY AND PROTOCOLS FOR EMPLOYEE LEAVE AND COMPENSATION UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT**

### **I. Preamble**

The purpose of the Families First Coronavirus Response Act (“FFCRA”) is to provide employees with paid sick leave and expanded family and medical leave for reasons related to COVID-19. (Public Law No. 116-127.)

Subsequent to the enactment of the FFCRA, the Department of Labor (“DOL”) promulgated temporary regulations to implement expanded family and medical leave under Title I of the Family and Medical Leave Act (“FMLA”) and emergency paid sick leave to assist working families facing public health emergencies. The DOL also published a correction in the Federal Register to make certain technical corrections to the regulatory text. The DOL has also provided informal guidance concerning the implementation of the emergency paid sick leave and expanded family and medical leave provisions.

This policy is intended to provide employees with the emergency paid sick leave and expanded family and medical leave to which they are entitled under FFCRA.

### **II. Statement of Policy**

The County will provide eligible employees with leave pursuant to the Emergency Paid Sick Leave Act (“EPSLA”) (*i.e.*, Emergency Paid Sick Leave), Emergency Family, and Medical Leave Expansion Act (“EMFLEA”) (*i.e.*, Emergency Family and Medical Leave) as required under the Families First Coronavirus Response Act (“FFCRA” or the “Act”). The following provisions set forth certain rights and obligations with respect to said leave.

### **III. Compliance**

The County will fully and faithfully comply with the requirements set forth in the FFCRA and the regulations promulgated by the DOL in its administration of this policy.

### **IV. Policy**

## ***Section 1. Effective Dates***

The Administrative Policy and Protocols for Employee Leave and Compensation under the FFCRA shall expire on December 31, 2020 or when the EPSLA or EMFLEA provisions of the FFCRA are no longer effective under the law, whichever is later.

## ***Section 2. Definitions***

- A. “Child Care Provider” means a provider who receives compensation for providing childcare services on a regular basis. The term includes a center-based child care provider, a group home child care provider, a family child care provider, or other provider of child care services for compensation that is licensed, regulated, or registered under State law; and satisfies the State and local requirements. However, under the FFCRA, the eligible childcare provider *need not be compensated or licensed* if he or she is a family member or friend, such as a neighbor, who regularly cares for the Employee’s child.
- B. “Emergency Family and Medical Leave” means leave provided under the EMFLEA (Sec. 3101, et seq. of the FFCRA).
- C. “Emergency Paid Sick Leave” means leave provided under the EPSLA (Sec. 5101, et seq. of the FFCRA).
- D. “Emergency responder” means the following for the purposes of employees who may be exempted from Emergency Paid Sick Leave and Emergency Family and Medical Leave: (1) Anyone necessary for the provision of transport, care, healthcare, comfort and nutrition of such patients, or others needed for the response to COVID-19; or (2) Anyone who serves in the military or national guard, or as a law enforcement officer, correctional institution personnel, fire fighter, emergency medical services personnel, physician, nurse, public health personnel, emergency medical technician, paramedic, emergency management personnel, 911 operator, child welfare worker and service provider, public works personnel, and persons with skills or training in operating specialized equipment or other skills needed to provide aid in a declared emergency, as well as individuals who work for such facilities employing these individuals and whose work is necessary to maintain the operation of the facility.
- E. “Health care provider” means the following for the purposes of employees who may be exempted from Emergency Paid Sick Leave and Emergency Family and Medical Leave: (1) Anyone employed at any doctor’s office, hospital, health care center, clinic, postsecondary educational institution offering health care instruction, medical school, local health department or agency, nursing facility, retirement facility, nursing home, home health care provider, any facility that performs laboratory or medical testing, pharmacy, or any similar institution, employer, or entity; or (2) Any individual employed by an entity that contracts with any of these institutions described above to provide services or to maintain the operation of the facility where that individual’s

services support the operation of the facility. This also includes anyone employed by any entity that provides medical services, produces medical products, or is otherwise involved in the making of COVID-19 related medical equipment, tests, drugs, vaccines, diagnostic vehicles, or treatments.

- F. “Individual” for the purpose of Section 3.D. above means an employee’s immediate family member, a person who regularly resides in the employee’s home, or a similar person with whom the employee has a relationship that creates an expectation that the employee would care for the person if he or she were quarantined or self-quarantined. “Individual” does not include persons with whom the Employee has no personal relationship.
- G. “Son or Daughter” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*, who is under 18 years of age; or 18 years of age or older who is incapable of self-care because of a mental or physical disability. (29 U.S.C. 2611; 29 CFR 826.10(a).)
- H. “Subject to a Quarantine or Isolation Order” means a quarantine or isolation order includes quarantine, isolation, containment, shelter-in-place, or stay-at-home orders issued by any Federal, State, or local government authority that cause the employee to be unable to work even though his or her Employer has work that the employee could perform but for the order. This also includes when a Federal, State, or local government authority has advised categories of citizens (*e.g.*, of certain age ranges or of certain medical conditions) to shelter in place, stay at home, isolate, or quarantine, causing those categories of employees to be unable to work even though their employers have work for them.

### ***Section 3. Emergency Paid Sick Leave***

#### **Qualifying Reasons for Emergency Paid Sick Leave:**

Emergency Paid Sick Leave is only permitted for the following reasons:

- A. The employee is Subject to a Quarantine or Isolation Order related to COVID-19.
- B. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
- C. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
- D. The employee is caring for an individual who is Subject to a Quarantine or Isolation Order or who has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.

- E. The employee is caring for the employee's son or daughter if the child's school or place of care has been closed, or the child's childcare provider is unavailable, due to COVID-19 precautions.
- F. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

**Employees Eligible for Emergency Paid Sick Leave:**

- A. Subject to Sections B and C, below, all County employees are potentially eligible for Emergency Paid Sick Leave.
- B. Employees are not eligible for Emergency Paid Sick Leave if the County determines that the employee's duties and services are not needed during all or part of the period of requested Emergency Paid Sick Leave (for example, because the County has temporarily stopped providing the services that the employee would otherwise provide). In this circumstance, the County may deem that the employee is not working due to lack of work.

**Amount of Emergency Paid Sick Leave:**

- Leave taken as Emergency Paid Sick Leave is in addition to any other statutory or contractual leave to which the employee is entitled.
- Full time employees working 40 hours per week may take up to 80 hours of Emergency Paid Sick Leave.
- Part time employees may take up to the average number of hours that they work over a two-week period as determined by reviewing the six-month period prior to the usage of leave. If the employee has been employed by the County for fewer than six months, the County will calculate the leave entitlement based on the entire period the employee has been employed.
- Employees hired on or after April 1, 2020 who took the full 80 hours of Emergency Paid Sick Leave when employed by another employer are not entitled to take any additional Emergency Paid Sick Leave with the County. An employee, who has taken some, but not all, of the Emergency Paid Sick Leave to which they are entitled when they were employed by another employer, is entitled only to the remaining portion of such leave from the County.
- An employee who is laid off or otherwise terminated on or after March 1, 2020 and who is rehired on or before December 31, 2020 will be eligible for unused Emergency Paid Sick Leave for the qualifying reasons set forth in Section 3.

## **Employee Benefits While on Emergency Paid Sick Leave:**

The benefit amount varies based on the reason for the leave as follows:

- A. Employees are entitled to Emergency Paid Sick Leave at their regular rate of pay, subject to a cap of \$511 per day and \$5,110 in the aggregate, if they are unable to work or telework for one of the following reasons:
1. The employee is Subject to a Quarantine or Isolation Order related to COVID-19;
  2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19; or,
  3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
- B. Employees are entitled to Emergency Paid Sick Leave at two-thirds (2/3) of their regular rate of pay, subject to a cap of \$200 per day and \$2,000 in the aggregate, if they are unable to work or telework for one of the following reasons:
1. The employee is caring for an individual who is Subject to a Quarantine or Isolation Order related to COVID-19 or who has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;
  2. The employee is caring for the employee's son or daughter if the child's school or place of care has been closed, or the child's childcare provider is unavailable, due to COVID-19 precautions; or
  3. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

## **Supplementation of Paid Accrued Leaves:**

Employees may supplement the compensation they receive if taking Emergency Paid Sick Leave (paid up to the specified limitations under the FFCRA) with their earned or accrued leaves in order to achieve 100% of the pay the employee would normally receive in a given week for working their regularly scheduled hours.]

## **Intermittent Leave**

Generally, an employee must use the permitted days of Emergency Paid Sick Leave consecutively until the employee no longer has a qualifying reason to take the leave. An employee may request Emergency Paid Sick Leave on an intermittent basis only if the employee obtains the County's prior approval to do so, *and*:

- (1) The employee is not working *and* qualifies for use of Emergency Paid Sick Leave; or

(2) The employee is teleworking; or

(3) The employee is reporting to the worksite *and* has requested Emergency Paid Sick Leave to care for their son or daughter if the child’s school or place of care has been closed, or the child’s childcare provider is unavailable, due to COVID-19 precautions.

The County will evaluate such request to determine if such leave is operationally feasible.

**Restoration to Prior Position:**

An employee who uses Emergency Paid Sick Leave is entitled to reinstatement to their prior or an equivalent position, unless the employee’s employment would have ended regardless of whether he or she took leave.

**Emergency Paid Sick Leave is Protected Leave:**

Emergency Paid Sick Leave is considered protected leave when used for the reasons specified in Section 3. The County shall not discharge, discipline, or in any other manner discriminate against an employee who takes Emergency Paid Sick Leave.

**Emergency Paid Sick Leave Request:**

The County requests, but does not require that the employee provide notice of the need to use Emergency Paid Sick Leave until after the first workday of usage of such leave. However, an employee may provide notice of the need to use Emergency Paid Sick Leave prior to the usage of such leave.

After the first workday for which an employee takes Emergency Paid Sick Leave, the employee must provide reasonable notice for the usage of such as soon as is practicable thereafter.

An employee may provide notice of the need to use Emergency Paid Sick Leave orally or in writing, and may provide such notice through the employee’s spokesperson (e.g., spouse, adult family member, or other responsible party) if the employee is unable to provide such notice personally.

If an employee fails to provide proper notice, the County will give the employee notice of the failure and provide the employee with an opportunity to provide the required documentation, described below, prior to denying the employee’s request for leave.

**Certification of Emergency Paid Sick Leave:**

An employee who seeks Emergency Paid Sick Leave must provide the following information, in writing, prior to the commencement of the leave or as soon thereafter as practicable:

- (1) Employee's name;
- (2) Date(s) for which leave is requested;
- (3) Qualifying reason for the leave; and
- (4) Written statement that the Employee is unable to work because of the qualified reason for leave.

In addition, the employee must provide the following documentation in support of his/her request for Emergency Paid Sick Leave:

- (1) To take Emergency Paid Sick Leave because the employee is Subject to a Quarantine or Isolation Order related to COVID-19, the employee must provide the name of the government entity that issued the quarantine or isolation order.
- (2) To take Emergency Paid Sick Leave because the employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19, the employee must provide the name of the health care provider who advised the employee to self-quarantine due to concerns related to COVID-19.
- (3) To take Emergency Paid Sick Leave because the employee is caring for an individual who is Subject to a Quarantine or Isolation Order related to COVID-19 or who has been advised by a health care provider to self-quarantine due to concerns related to COVID-19, the employee must provide either: (1) The name of the government entity that issued the Quarantine or Isolation Order to which the individual being cared for is subject; or (2) The name of the health care provider who advised the individual being cared for to self-quarantine due to concerns related to COVID-19.
- (4) To take Emergency Paid Sick Leave because the employee is caring for the employee's son or daughter if the child's school or place of care has been closed, or the child's child care provider is unavailable, due to COVID-19 precautions, the employee must provide: (1) The name of the son or daughter being cared for; (2) The name of the School, Place of Care, or Child Care Provider that has closed or become unavailable; and (3) A representation that no other suitable person will be caring for the Son or Daughter during the period for which the employee takes Emergency Paid Sick Leave.

**Emergency Paid Sick Leave Carry-Over:**

Unused Emergency Paid Sick Leave will carryover for any employee who after termination, resignation, retirement, or other separation from employment is rehired prior to the expiration described in Section 13 below. Under no circumstances will unused Emergency Paid Sick Leave carry over after the expiration described in Section 13 below.

**No Emergency Paid Sick Leave Cash-Out or Conversion to Service Credits:**

Unused Emergency Paid Sick Leave may not be cashed out upon termination, resignation, retirement, or other separation from employment.

Unused Emergency Paid Sick Leave may not be converted to retirement service credits.

#### ***Section 4. Emergency Family and Medical Leave***

##### **Reasons for Emergency Family and Medical Leave:**

Emergency Family and Medical Leave is only permitted for the leave due to an inability to work (or telework) because the employee needs to provide care for the employee's son or daughter under the Emergency Family and Medical Leave Expansion Act. (FMLA Sec. 110 (a) (2) (A).)

##### **Employees Eligible for Emergency Family and Medical Leave:**

- A. Employees are entitled to up to 12 weeks of job-protected Emergency Family and Medical Leave if the employee satisfies the following requirements:
  - 1. The employee has worked for the County for at least 30 calendar days;
  - 2. The employee is unable to work (or telework) due to a need to care for the employee's son or daughter whose school or place of care has been closed, or whose child care provider is unavailable due to a COVID-19 emergency declared by either a Federal, State, or local authority;
  - 3. The employee has not used all available FMLA leave. Emergency Family and Medical Leave is a form of FMLA leave, and is not in addition to any other FMLA leave;
  - 4. There is no other suitable person (such as a co-parent, co-guardian, or usual child care provider) available to care for the employee's son or daughter during the period for which the employee takes Emergency Family and Medical Leave; and
  - 5. The County did not exempt the employee as either a "Health care provider" or "Emergency responder."
  
- B. Employees are not eligible for Emergency Family and Medical Leave if the County determines that the employee's duties and services are not needed during the period of requested Emergency Family and Medical Leave (for example, because the County has ceased offering the services that would otherwise be provided by the employee). In this instance, the County may deem that the employee is not working due to lack of work.
  - a. The County has designated the following job classifications as "healthcare providers":

Public Health Nurse  
Clinic Outreach Nurse  
Nurse Practitioner  
Public Health Officer

- C. An employee who is laid off or otherwise terminated on or after March 1, 2020 and who is rehired on or before December 31, 2020 will be eligible for unused Emergency Family and Medical Leave provide that the employee had been on the County’s payroll for 30 or more of the 60 calendar days prior to the date the employee was laid off or otherwise terminated.

**Amount of Emergency Family and Medical Leave:**

An eligible employee is entitled to a maximum of twelve workweeks of Emergency Family and Medical Leave during the period in which the leave may be taken (between April 1, 2020 to December 31, 2020) even if the twelve workweeks spans two twelve-month leave periods under the FMLA.

**Employee Benefits While on Emergency Family and Medical Leave;  
Supplementation of Paid Accrued Leaves:**

- A. First Ten Days of Emergency Family and Medical Leave

The first ten (10) days of Emergency Family and Medical Leave are unpaid.

During this period, the employee may elect to use Emergency Paid Sick Leave, as described above, if the employee has not exhausted such leave through use at the County or prior employer. If the employee has exhausted the Emergency Paid Sick Leave, an employee may use their earned and accrued leaves to supplement the unpaid Emergency Family and Medical Leave in order to achieve up to 100% of the pay they would normally receive in a given week for working their regularly scheduled hours. Use of such accrued and unused leave will run concurrently with use of Emergency Family and Medical Leave.

**B. Emergency Family and Medical Leave After the First Ten Days**

After the tenth day, and for the remaining up to ten (10) weeks of Emergency Family and Medical Leave, an employee is entitled to compensation for such leave at two-thirds (2/3) of the employee's regular rate of pay, subject to a cap of \$200 per day and \$10,000 total.

During this period, employees may supplement the Emergency Family and Medical Leave (paid up to the specified limitations under the FFCRA) with their earned or accrued leave provided by the County in order to achieve 100% of the pay the employee would normally receive in a given week for working their regularly scheduled hours.]

**Intermittent Leave:**

An employee may request Emergency Family and Medical Leave on an intermittent basis and the County will evaluate such request to determine if such leave is operationally feasible.

**Required Use of Applicable Earned or Accrued Leave During Emergency Family Medical Leave:**

Employees must use all earned or accrued leave increments concurrently with any Emergency Family Medical Leave. The employee must do so if the earned or accrued leave is available to care for the employee's child because the child's school or place of care is closed. The employee must use the earned or accrued leave in full day increments, unless the County permits the earned or accrued leave to be used to supplement the Emergency Family and Medical Leave compensation in order to achieve 100% of the pay the employee would normally receive for working their regularly scheduled hours. An employee who uses earned or accrued leave concurrently with Emergency Family and Medical Leave will receive full pay until the earned or accrued leave is exhausted. Thereafter, and for the remainder of the Emergency Family Medical Leave, the employee will be paid the Emergency Family Medical Leave compensation of two-thirds (2/3) of the employee's regular rate of pay, subject to a cap of \$200 per day and \$10,000 total.

**Employee Notice of Emergency Family and Medical Leave:**

Where the need to use Emergency Family and Medical Leave is foreseeable, the employee shall provide the County with such notice as soon as practicable.

The County requests, but does not require, that the employee provide notice of the need to use Emergency Family and Medical Leave unit after the first workday of the usage of such leave.

After the first workday for which an employee takes Emergency Family and Medical Leave, the employee must provide reasonable notice for the usage of such as soon as is practicable thereafter.

An employee may provide notice of the need to use Emergency Family and Medical Leave orally or in writing, and may provide such notice through the employee's spokesperson (e.g., spouse, adult family member, or other responsible party) if the employee is unable to provide such notice personally.

If an employee fails to provide proper notice, the County will give the employee notice of the failure and provide the employee an opportunity to provide the required documentation, described below, prior to denying the request for leave.

#### **Certification of Emergency Family and Medical Leave:**

An employee who seeks Emergency Family and Medical Leave must provide the following information prior to taking leave or as soon thereafter as practicable:

- (1) Employee's name;
- (2) Date(s) for which leave is requested;
- (3) Qualifying reason for the leave;
- (4) Written statement that the employee is unable to work because of the qualified reason for leave;
- (5) The name of the son or daughter being cared for;
- (6) The name of the school, place of care, or child care provider that has closed or become unavailable; and
- (7) A representation that no other suitable person (such as a co-parent, co-guardian, or usual childcare provider) will be caring for the son or daughter during the period for which the Employee takes Emergency Family and Medical Leave.

#### **Reinstatement upon Return:**

An employee who uses Emergency Family and Medical Leave is entitled to reinstatement to their prior or an equivalent position, unless the employee's employment would have ended regardless of whether he or she took leave.

DATE: [Date]  
TO: All Supervisors and Managers  
FROM: **Sierra County Human Resources**  
RE: *Guidance for Managers and Supervisors Implementing COVID-19 Policies, Protocols and Procedures*

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Governor Gavin Newsom announced that on May 8, 2020 California has commenced Phase 2 of four-phased reopening plan. The reopening follows the Governor's March 19, 2020 issuance of Executive Order N-33-20, which imposed a stay-at-home requirement to all non-essential employees.

This memorandum serves as guidance for County managers and supervisors as they work with employees returning to work and adjusting to new policies, procedures, and protocols that the County adopted in order to ensure the health and safety of employees returning to work.

Educate yourself about the Agency's New COVID-19 Policies, Procedures, and Protocol

- As employees that have been telecommuting return to work, they will need to adjust to a number of new policies and procedures that the County implemented in order to ensure that County facilities and worksites are safe for employees and the public. As a front line supervisor, subordinates may ask you questions about these new policies. You should prepare yourself to respond to questions from your subordinates by becoming familiar with these policies, which include:
  - Physical distance policies that relate to use of face masks, physical space requirements between employees, etc.;
  - Cleaning and disinfecting policies
- In the event that you have questions about these policies, you can contact Judi Behlke at [jbehlke@sieracounty.ca.gov](mailto:jbehlke@sieracounty.ca.gov) or 530-289-2879 If you believe that certain County policies, procedures or protocols cannot be applied to your subordinates (for example, employees who must come into contact with another employee with less than 6-foot distance between them due to their job duties), discuss these concerns with your supervisor and Human Resources.
- In the event that your subordinates have questions about these policies that you do not feel comfortable answering, please direct your subordinates to contact Judi Behlke at [jbehlke@sierracounty.ca.gov](mailto:jbehlke@sierracounty.ca.gov) or 530-289-2879

Apply County COVID-19 Policies in a Fair and Uniform Manner

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- Supervisors must apply all COVID-19 policies in a fair and uniform manner, without regard to non-job-related characteristics, including, but not limited to, race, color, creed, religion, national origin, gender, sexual orientation and age. Uniform and fair implementation typically does not rely on subjective factors (for example, whether or not a supervisor gets along better with one subordinate over another). Make no special arrangements with any employees or otherwise treat any employees or groups of employees in an unequal or disparate manner. Policies that are applied or enforced unequally may cause strife in the workplace and may, under certain circumstances, lead to civil action against the County and/or the manager or supervisor who took the action.
- Navigating compliance with COVID-19 policies, procedures, and protocols will be challenging and will likely involve issues related to employee health and personal employee matters that are sensitive to some employees. Therefore, when and where necessary, consult with your supervisor and/or Human Resources, and do not discipline an employee for non-compliance with COVID-19 policies and procedures without first consulting with Human Resources.

#### Communicating With Subordinates

- In coordination with your supervisor and Human Resources, determine the best ways to communicate with subordinates about the County's COVID-19 policies, procedures, and protocols. Consider clearly and simply explaining to employees the reasoning behind the policies and how such policies will be applied in their work setting.
- Ensure subordinates have access to all applicable County COVID-19 policies, procedures and protocols and be prepared to provide such policies, procedures and protocols upon request by subordinates in both hard copy and email.
- Communicate with subordinates that you are available to answer questions related to the policies, procedures and protocols and identify the best ways they may contact you with any such questions.
- Refrain from criticizing the policies, procedures and protocols with employees and remember that you are a member of management responsible for applying and enforcing the policies, procedures and protocols.

#### Be Familiar with Potential Labor Association/Union Issues

- Managers and supervisors must implement and enforce the terms of labor agreements between the County and its employee organizations, including any agreements related to COVID-19. Therefore, managers and supervisors must ensure they are familiar with any labor agreements that may cover and affect the terms and conditions of work for subordinate employees. Should you have any questions about such agreements or the specific terms contained therein, please consult with your supervisor and/or Human Resources.

- The County has an obligation to provide notice and an opportunity to meet and confer with employee associations regarding proposed changes to employees' wages, hours, or working conditions. However, under certain circumstances, the County may be permitted to act prior to providing notice or an opportunity to bargain such as a result of the COVID-19 emergency. You are not authorized to act in any matter that would change a term and condition of a subordinates employment.
- Do not be intimidated by subordinates or union/labor association leadership COVID-19 related demands upon returning to work. The County will work with you and all employee associations to ensure that employees are returning to a safe work environment.

## MEMORANDUM

DATE: [Date]  
TO: All Employees  
FROM: **Sierra County Human Resources**  
RE: *Expectations of Employees Returning to/Remaining at Work*

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Governor Gavin Newsom announced that on May 8, 2020 California has commenced Phase 2 of four-phased reopening plan. The reopening follows the Governor's March 19, 2020 issuance of Executive Order N-33-20, which imposed a stay-at-home requirement for all non-essential employees.

The County has a legal obligation to provide and maintain a safe and healthy workplace for its employees. The County takes this obligation seriously, and would not reopen its facilities and worksites until it could be reasonably sure that County employees would be safe and secure at such locations.

In order to ensure that County facilities and worksites are safe for employees and the public, the County has adopted a number of policies and protocol designed to limit the likelihood of transmission of COVID-19 at those locations. In order to achieve this goal, the County will be implementing the following policies, procedures, and protocols:

- Physical distancing policies that relate to use of face masks, physical space requirements between employees, etc.;
- Health self-screening
- Cleaning and disinfecting policies.

The County will make available to all employees copies of these policies. As a County employee, you will be expected to observe and comply with these policies, procedures and protocols in order to return to and remain at work.

Upon reopening of County facilities and worksites, County managers and supervisors will be monitoring employee conduct in order to ensure that all employees strictly observe and comply with these policies.

The County appreciates your continued understanding and flexibility as we continue to navigate the public health emergency caused by the COVID-19 pandemic. Furthermore, the County appreciates the vital work you are doing to support our operations and your commitment to public service.

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## Your Physical Distancing and Workplace Safety Responsibilities

### “DO”s and “DON’T”s of Compliance

- **DO** wave and say hello. **DO NOT** shake hands or hug.
- **DO** wear a face-covering while in public or shared areas of the **County**. **DO NOT** wear a face covering that is no longer in good repair.
- **DO** stay 6 feet away from others at all times. **DO NOT** think that is all you have to do to comply.
- **DO** comply with all signs about one-way hallways, entrances, and exits. **DO NOT** go your habitual route.
- **DO** ask yourself, “Can I accomplish this task with an email, phone call or video conference?” **DO NOT** have in-person meetings unless you really must do so.
- **DO** wipe down anything you touch with the disinfectant products provided. **DO NOT** rely on others to do it for you.
- **DO** wash your hands for at least 20 seconds . **DO NOT** forget , if you use the restroom, sneeze, touch your face, blow your nose, clean, disinfect, sweep or mop, smoke, eat, drink, enter the facility or leave the facility – wash immediately after.
- **DO** use hand sanitizer when soap and water are not available. **DO NOT** make this substitution a habit.
- **DO** remove any pens or items touched by public visitors from circulation. **DO NOT** use them again until they have been sanitized.
- **DO** take separate **County** vehicles if possible. **DO NOT** remove your face covering if carpooling.
- **DO** stay connected with friends and family during this challenging time. **DO NOT** have them visit you at work.
- **DO** ask your supervisor if you have any questions about your responsibilities. **DO NOT** rely on guesses or rumors.



## **NOTICE OF COUNTY PRIVACY PRACTICES FOR MEDICAL INFORMATION RELATED TO COVID-19**

THIS NOTICE DESCRIBES HOW THE COUNTY MAY USE YOUR MEDICAL INFORMATION, THE CONDITIONS UNDER WHICH THE COUNTY MAY DISCLOSE SUCH INFORMATION AND HOW YOU MAY ACCESS THIS INFORMATION. PLEASE REVIEW THIS NOTICE CAREFULLY.

### **I. Preamble**

The Notice of County Privacy Practices for Medical Information Related to COVID-19 (the “Notice”) below is intended to provide County employees important information concerning the use and disclosure of Medical Information collected by the County in relation to its COVID-19 testing and COVID-19 symptom screening and/or an accommodation policy for high-risk employees, as well as other important information concerning the rights of employees.

The County encourages program employees to carefully review the Notice and familiarize themselves with the rights provided under County policies, procedures, and protocol.

The obligations and rights described in the Notice shall take effect upon County’s adoption of the related “Administrative Policy and Protocols for the Use and Disclosure of Confidential County Medical Information Related to COVID-19” (“Policy and Protocols”).

The County is available to answer questions that employees may have about the Notice. Employees with questions should contact Human Resources at 530-289-2879.

### **II. Definitions**

“Medical Information” means any Individually Identifiable information, in electronic or physical form, in possession of or obtained from a provider of health care, health care service plan, pharmaceutical company, or contractor regarding an employee's medical history, mental or physical condition, or treatment. It also means any Individually Identifiable information collected by County in relation to the COVID-19 testing and COVID-19 symptom screening and/or an accommodation policy for high-risk employees implemented by the County.

“Individually Identifiable” means that the Medical Information includes or contains any element of personal identifying information sufficient to allow identification of the individual, such as the patient's name, address, electronic mail address, telephone number, or social security number, or other information that, alone or in combination with other publicly available information, reveals the individual's identity.

### **III. Scope of Coverage**

This Notice covers the Medical Information of all County employees and applicants that the County acquires or obtains and which relates to COVID-19. Such Medical Information may include, but is not limited to:

- Symptoms associated with COVID-19,
- Positive COVID-19 test results; and
- Other health or medical conditions that would place the employee at high-risk for a serious illness if the employee contracted COVID-19.

### **III. Employee Rights Regarding Medical Information:**

County employees possess certain rights under applicable state law, including, but not limited to the following:

1. The right to request restrictions on disclosure of Medical Information by the County.
2. The right to inspect and copy the Medical Information maintained by the County.
3. The right to request a true copy of an employee's authorization for the disclosure of Medical Information.
4. The right to cancel or modify an employee authorization for the disclosure of Medical Information.

Additional details concerning individual employee's rights are discussed in the Policy and Protocols.

### **IV. The County's Duties Concerning Medical Information:**

Federal law and state law impose certain duties upon the County, which the County will fully and faithfully discharge in a manner consistent with such requirements. These duties include, but are not limited to, the following:

1. Maintaining the privacy of employees' Medical Information;
2. Maintain Medical Information in a file separate from personnel records; and
3. Communicate any limitations in an employee's authorization regarding the use of the Medical Information to the person or entity to which it discloses the Medical Information

The County reserves the right to change the terms of this Notice and the changes will apply to the Medical Information that the County maintains about you. If and when the County revises this Notice, it will provide employees the revised Notice by email, U.S. mail, or another means of delivery sufficient to ensure notice to the employees.

### **V. Permissible Uses and Disclosures of Medical Information without Written Authorization:**

Generally, the County may not disclose Medical Information without prior written authorization from an employee.

However, it shall not be a violation of the Policy and Protocols for the County to use and disclose an employee's confidential medical information reasons recognized by law, including, but not limited to:

- If compelled by judicial or administrative process or by any other specific provision of law;
- That part of the information which is relevant in a lawsuit, arbitration, grievance, or other claim or challenge to which the County and employee are parties and in which the patient has placed in issue his or her medical history, mental or physical condition, or treatment may be used or disclosed in connection with that proceeding;
- For the purpose of administering and maintaining employee benefit plans, including health care plans and plans providing short-term and long-term disability income, workers' compensation and for determining eligibility for paid and unpaid leave from work for medical reasons;
- To a provider of health care or other health care professional or facility to aid the diagnosis or treatment of the employee, where the employee or other person authorized by law to permit disclosure of Medical Information on the employee's behalf, is unable to authorize the disclosure; and

The uses and disclosures of an employee's confidential information described above do not require the employee's authorization.

Further, it shall not be a violation of the Policy and Protocols for the County to disclose information that does not contain Individually Identifiable information of an employee. For example, the County may notify other employees that an employee has tested positive for COVID-19 so long as the County does not disclose information that would lead others to identify that employee (e.g. their name, work location, position). In such a circumstance, it may be necessary for the County to inform certain persons, such as the individual's supervisor, janitorial staff, that an employee has tested positive so that County may take appropriate steps to ensure a healthy and safe workplace for all County employees.

If an employee has authorized disclosure of Medical Information but wishes to restrict such authorization, County shall communicate to the person or entity to which it discloses the Medical Information any limitations in the authorization regarding the use of the Medical Information.

## **VI. Employee Complaints Regarding Privacy of Medical Information:**

Employees are entitled to complain to the County if they believe their privacy rights have been violated by an impermissible disclosure of Medical Information. Should an employee believe that the County violated their privacy rights; the participant may file a complaint with Human Resources at 530-289-2879.

Should an employee file such a complaint or seek other redress, the County will not retaliate against that participant.

**VII. Acknowledgment of Receipt**

Employees shall acknowledge receipt of the County’s Notice of Privacy Practices.

Name (Printed) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**For additional information, please see links listed below:**

<https://files.covid19.ca.gov/pdf/guidance-office-workspaces.pdf>

<https://files.covid19.ca.gov/pdf/checklist-office-workspaces.pdf>

<https://www.dir.ca.gov/dosh/coronavirus/Health-Care-General-Industry.html>

[https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/C/OVID-19/Guidance-for-Face-Coverings\\_06-18-2020.pdf](https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/C/OVID-19/Guidance-for-Face-Coverings_06-18-2020.pdf)

<https://www.cdc.gov/coronavirus/2019-ncov/index.html>

<https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>

<https://www.cdc.gov/handwashing/hand-sanitizer-use.html>

<https://www.labor.ca.gov/coronavirus2019/#chart>

<https://www.dol.gov/agencies/whd/pandemic/ffcra-employee-paid-leave>

<https://www.gov.ca.gov/wp-content/uploads/2020/05/5.6.20-EO-N-62-20-text.pdf>

<https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2-covid-19>

<https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/OHB/Pages/OHWMay2020.aspx>

<https://www.labor.ca.gov/coronavirus2019/>

<https://dir.ca.gov/dosh/coronavirus/Health-Care-General-Industry.html>

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

<b>MEETING DATE:</b> August 18, 2020	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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**DEPARTMENT:** Behavioral Health  
**APPROVING PARTY:** Lea Salas, Administrative Director  
**PHONE NUMBER:** (530) 993-6746

**AGENDA ITEM:** Resolution/Finding Authorizing Appointment of Retired Annuitant to a Temporary Position

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

**BACKGROUND INFORMATION:** Please see attached memo

**FUNDING SOURCE:** 0515610, 0515670, 0515800  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$ 17,032.00 Annually

**ARE ADDITIONAL PERSONNEL REQUIRED?**  
  
 Yes, -- --  
 No

**IS THIS ITEM ALLOCATED IN THE BUDGET?**  Yes  No  
  
**IS A BUDGET TRANSFER REQUIRED?**  Yes  No

**SPACE BELOW FOR CLERK'S USE**

<p><b>BOARD ACTION:</b></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:**

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\_\_\_\_\_  
CLERK TO THE BOARD

\_\_\_\_\_  
DATE

# Memorandum

**To:** Sierra County Board of Supervisors  
**From:** Lea Salas, Administrative Director  
**Reference:** Agenda Item  
**Date of memo:** August 10, 2020  
**Date of Board Meeting:** August 18, 2020

**Requested Action:** Resolution/Finding Authorizing Appointment of Retired Annuitant to a Temporary Position

**Mandated by:**

## Funding

**Budgeted?** Yes  No

<b>Revenue</b>	\$17,032.00	<b>Public Health, Behavioral Health, Social Services</b>
<b>Expenses</b>	\$17,032.00	<b>Public Health, Behavioral Health, Social Services</b>
<b>Difference</b>	0	

**Background Information:** Given the limited personnel resources it has been difficult to fill the position through regular recruitment means. This position is necessary to meet the needs of our most vulnerable population to ensure specialty mental health services and medical appointments are being provided. As an extra-help position the Department does not anticipate the hours to exceed 960 annually.

**Potential Issues to consider:** None

**Alternatives or Impacts of disapproval:** We would not be able to provide this valuable service to our most vulnerable population.

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

**RESOLUTION NO. \_\_\_\_\_**

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

**WHEREAS**, the Health & Human Services Department (Department) 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 provide at risk beneficiaries transportation to medical appointments based on Specialty Mental Health Services as allowed by the Mental Health Services Act and the Mental Health Plan and to provide Office Assistant duties as needed; and

**WHEREAS**, the Sierra County Board of Supervisors is aware 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 regards to temporary employment of CalPERS retirees; and

**WHEREAS**, Resolution 2012-021 establishes that the Board of Supervisors must approve 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.
2. The annuitant will work for limited duration.
3. The annuitant has been retired 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 in 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 Dana McAdams satisfies the requirements and limitations of Government Code section 21224(a).

**NOW THEREFORE BE IT RESOLVED**, the Board of Supervisors appoints Dana McAdams to the position of Office Assistant/Transporter at Topography D, Class 6, Step C for a period not to exceed 960 hours and beginning at the Department Head's discretion.

**BE IT FURTHER RESOLVED**, that the Board of Supervisors intends the position to comply with all of 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 18th day of August 2020, by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

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JIM BEARD  
Chairman, Board of Supervisors

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Date

**ATTEST:**

**APPROVED AS TO FORM:**

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HEATHER FOSTER  
Clerk of the Board

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DAVID PRENTICE  
County Counsel

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

<b>MEETING DATE:</b> August 18, 2020	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
<b>DEPARTMENT:</b> Public Works and Transportation	
<b>APPROVING PARTY:</b> Tim H. Beals, Director	
<b>PHONE NUMBER:</b> 530-289-3201	

**AGENDA ITEM:** Resolution approving and authorizing applications under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 Per Capita Program (Proposition 68).

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

**BACKGROUND INFORMATION:** This program originates from Proposition 68, placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017), and approved by voters on June 5, 2018. Approximately \$400,000 is available to Sierra County and \$177,952 is available for the City of Loyalton. This resolution is required in order to submit an application(s) for funding.

**FUNDING SOURCE:** Per Capita Program  
**GENERAL FUND IMPACT:** General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$400000 Revenue/Expenditure N/A

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

<b>BOARD ACTION:</b> <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:**

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\_\_\_\_\_  
CLERK TO THE BOARD

\_\_\_\_\_  
DATE

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

**IN THE MATTER OF APPROVING  
APPLICATIONS FOR PER CAPITA GRANT FUNDS**

**Resolution 2020-\_\_\_\_\_**

**WHEREAS**, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

**WHEREAS**, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

**WHEREAS**, the grantee will enter into a contract(s) with the State of California to complete project(s);

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

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the Sierra County General Plan or recreation plan (PRC4. §80063(a)); and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in *existence as of June 5, 2018 (PRC §80062(d)), and*
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the Sierra County Board of Supervisors will consider a range of actions that include, but are not limited to, the following:
  - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
  - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
  - (C) Creating new partnerships with state, local, tribal, private, and non-profit organizations to expand access for diverse populations.
  - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations; and

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)); and
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)); and
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the (designated position, not name of person occupying position), or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

**APPROVED AND ADOPTED** by the Board of Supervisors of the County of Sierra, State of California on the 18th day of August, 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

I, the undersigned, hereby certify that the foregoing Resolution Number was duly adopted by the Sierra County following a roll call vote:

Ayes: ‘

Noes:

Absent:

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

<b>MEETING DATE:</b> August 18 2020	<b>TYPE OF AGENDA ITEM:</b> <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**

<p><b>BOARD ACTION:</b></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:**

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CLERK TO THE BOARD \_\_\_\_\_ DATE \_\_\_\_\_

# California COVID-19 Indicators – California Department of Public Health

County: Sierra

Cases

6

Deaths

0

Doubling Time

N/A

Domain	Classification Cutpoints	Classification	Value	Average Daily Change Over the Last 7 Days	Trend Bars
<b>Elevated disease transmission</b>					
Case rate per 100,000 population over 14 days (3 day lag)	More Concerning: >100; Moderately Concerning: 26-100; Less Concerning: <=25  <b>(County Monitoring List threshold = Case Rate &gt;100 OR Case Rate &gt;25 AND Positivity &gt;8%)</b>	Moderately Concerning	96.3	0	
Overall testing positivity over 7 days (PCR only, 7 day lag)	More Concerning: >8%; Moderately Concerning: 3%-8%; Less Concerning: <3%  <b>(County Monitoring List threshold = Case Rate &gt;100 OR Case Rate &gt;25 AND Positivity &gt;8%)</b>	More Concerning	10.3%	1.48% ↑	
Average number of tests per day (per 100,000 population) over the past 7 days (with 7 day lag)	More Concerning: <150; Moderately Concerning: 150-199; Less Concerning: >=200  <b>(County Monitoring List threshold = &lt;150)</b>	More Concerning	133	8.52 ↑	

## County Data Monitoring List – Updated with backlogged data as of 8/16/20

- CDPH has updated our County Data Monitoring (CDM) list now that the recent backlog of data has been cleared.
- In order to consistently reflect the data and how the disease is impacting our communities, now that our data has been appropriately updated, and local health departments have processed the backlogged cases, we have updated our data (consistent with dates and methodologies outlined under [Step 1: Active Data Monitoring](https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/CountyMonitoringDataStep1.aspx) <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/CountyMonitoringDataStep1.aspx> and retroactively updated the CDM list for each day over the entire period impacted.
  - We analyzed data from 7/25/2020 forward
- If a county would have moved off the CDM list during the time we had frozen the list, we are retroactively considering the first date after three consecutive days of being under the threshold for the CDM metrics as the appropriate date for being off of the list.
- Using the daily reported data for County Data Monitoring, 5 counties are now added to the list, and 1 county is off of the list with different effective dates. (See table)
  - Counties that have now been added to the list include: Amador, Calaveras, Inyo, Mendocino, and Sierra
  - The county that has been removed from the list includes: Santa Cruz
- Because there is a normal delay in reported cases (not associated with the recent backlog), it is unclear which counties would have been added solely due to resolving the backlog.
- Once a county appears on the County Monitoring List for three consecutive days, indoor operations in the sectors listed in Section 3 of the Order must close.
  - The July 13<sup>th</sup> order specifies that these indoor operations shall remain closed, even when a county is removed from the County Monitoring List, until the State Health Officer modifies the Order and authorizes re-opening.
  - See Schools Reopening Framework & IHE Guidance for information about Schools and IHE in these counties
  - The State of California is actively reassessing the July 13 order in light of evolving scientific evidence regarding disease transmission and the risk of transmission in different settings and will provide updates in the coming week
- Due to the recent freezing of this list between 8/1<sup>st</sup> and 8/16<sup>th</sup>, counties that are now on the monitoring list are allowed a 48 hour time period from this update to implement closures, new closures should be effective by 12:01am 8/19<sup>th</sup>.

## **County Data Monitoring List – Updated with backlogged data as of 8/16/20**

**Q: Are you retroactively applying cases and updating the County Monitoring List?**

A: Yes. We have retroactively applied all the cases that were in the backlog. This means that we went back to the date of specimen collection and added the cases to the total number previously reported.

**Q: How many counties have been removed from the County Data Monitoring list due to cases being retroactively applied?**

A: There is one county, Santa Cruz, that has been removed from the County Data Monitoring List. As a reminder, we've set out criteria for counties that would have moved off the list during the time the list was frozen – they can come off after three consecutive days of being under the threshold for CDM metrics.

**Q: What does it mean to come off the County Data Monitoring list?**

A: After 14 consecutive days off the list, counties may begin to reopen schools. For all other sectors, the July 13 order specifies that the indoor operations of these sectors shall remain closed, even when a county is removed from the County Data Monitoring list, until the State Health Officer modifies the order and authorizes re-opening.

**Q: How many counties have been added from the County Data Monitoring list due to cases being retroactively applied?**

A: There are five counties that have been added to this list. This includes Amador, Calaveras, Inyo, Mendocino, and Sierra.

**Q: What does this mean for the counties that have been added to the County Data Monitoring list?**

A: Counties that are now on the list are allowed a 2 day time period from today to implement appropriate closures due to being on the list, new closures should be effective by 11:59pm August 19<sup>th</sup>.

		Elevated Disease Transmission		Increasing Hospitalization	Limited Hospital Capacity	
County	Testing rate per 100,000	Case rate per 100,000 (14 day)	Testing positivity (7 day)	COVID+ hospitalizations: % change	ICU beds (excl. NICU): % available	Ventilators: % available
Threshold	<150 per 100,000	>25 per 100,000	>8%	>10% AND >20 patients hospitalized	<20%	<25%
<b>CA</b>						
Alameda*	207.7	124.9				
Alpine	64.0			---	---	---
Amador*	266.6	225.8	9.0			
Butte*	202.0	153.8	10.9	13.2		
Calaveras*	162.2	103.9		---		
Colusa*	211.2	216.9	8.1		---	
Contra Costa*	211.8	133.0				
Del Norte	167.4					
El Dorado	118.2					
Fresno*	220.4	223.0	12.4		10.1	
Glenn*	219.5	132.9		---	---	
Humboldt	189.1					
Imperial*	213.3	247.8	12.5			
Inyo*	317.4	325.2	12.7			
Kern*	181.0	332.6	17.3		18.0	
Kings*	413.8	417.4	10.2			
Lake	158.8					
Lassen	756.0			---	---	
Los Angeles*	352.2	245.7				
Madera*	306.6	323.6	11.0			
Marin*	320.4	161.4				
Mariposa	214.3			---	---	
Mendocino*	256.8	178.7				
Merced*	233.0	521.9	16.7			
Modoc	208.1			---	---	
Mono*	322.3	136.1				
Monterey*	225.7	263.9	12.6			
Napa*	276.3	103.1				
Nevada	190.2					
Orange*	200.3	117.9				
Placer*	134.6					
Plumas	87.2			---	---	
Riverside*	169.2	205.8	11.2			
Sacramento*	158.9	139.4				
San Benito*	213.5	187.4	9.3			
San Bernardino*	212.9	235.2	12.0			
San Diego**	135.8					
San Francisco*	426.9	102.3			17.1	
San Joaquin*	177.2	230.7	11.4			
San Luis Obispo*	310.6	170.3				
San Mateo*	237.5	117.1		19.7		

The SAS System

Santa Barbara*	227.7	158.9				
Santa Clara*	304.2	124.8				
Santa Cruz	169.6					
Shasta	199.2					
Sierra*	133.0	96.3	10.3	---	---	---
Siskiyou	135.5			---		
Solano*	218.8	112.3		13.8	15.5	
Sonoma*	214.9	132.5		16.4	8.5	
Stanislaus*	192.2	313.5	16.2		9.5	
Sutter*	187.2	242.1	9.1	---	---	---
Tehama	182.3					
Trinity	169.0			---	---	
Tulare*	228.7	360.4	17.0		13.5	
Tuolumne	188.6					
Ventura*	239.0	134.7				
Yolo*	163.0	104.2				
Yuba*	154.6	224.5	11.2			

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

<b>MEETING DATE:</b> August 18, 2020	<b>TYPE OF AGENDA ITEM:</b> <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:** Request from the community of Sierra City for Title III funding for the creation of a Firewise Community.

**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><b>BOARD ACTION:</b></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:**

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\_\_\_\_\_  
CLERK TO THE BOARD

\_\_\_\_\_  
DATE

**SIERRA CITY FIRE DISTRICT**  
**PO BOX 516**  
**SIERRA CITY, CA 96125**  
**(530) 862-1133**



August 8, 2020

Mr. Van Maddox  
Sierra County Auditor  
Post Office Box  
Downieville, CA 95936

RECEIVED

AUG 10 2020

SIERRA COUNTY AUDITOR

RE: Title III Fund Request

Dear Mr. Maddox:

Please accept this letter as a request to sign an ROP on our behalf, for Title III funding in the amount of \$5,000.00 to be presented to the Board of Supervisors at the next available meeting. Said funding will be used and invoices submitted for costs associated with establishing a fire wise community within the District, and specifically the City of Sierra City

Enclosed herewith is a copy of the Fire District meeting minutes wherein this request was approved by the Commission. Do not hesitate to contact us if you require any further information, or background information.

Very truly yours,

A handwritten signature in blue ink that reads "Malcolm Cooper".

Malcolm Cooper, Commission Chair

 **10. Discussion/Action: Report on Grants:** Commissioner Dobija reported she and volunteer Sarah West-Kubly had a zoom meeting with USDA and Plumas Co. Fire Safe personnel regarding the assessment and requirements of a fire wise community outreach program. After discussion, it was agreed that the District put forth a request to the Board of Supervisors for the sum of \$5,000.00 of Title III funds for the purposes of community outreach, assessment and costs incurred in the efforts of a fire wise community program in Sierra City.

Commissioner Dobija reported on research of grant opportunities for purposes of the purchase of a fire house property as well as new equipment acquisitions.

**11. Closed Session:** Discussion of purchase of real property.

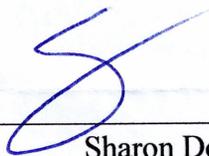
**12. Discussion/Action: Surplus Property:** After discussion, it was requested that Commissioner Dobija contact Public Works/Transportation Dept of the County to ascertain if they wanted the 2000 Jeep Cherokee. If the County does not want the vehicle surplus ad will be placed in the paper.

**13. Discussion/Action: Repairs to Community Hall Septic:** Commissioner Teubert reported he will discuss the same with Bryan Davey of the County.

**14. Discussion/Action: RR Lewis Small Water Company: Fire Hydrant Service:** Commissioner Hayes has been out of town - no action.

**15. Discussion/Action: Changes to Bylaws:** Commissioner Hayes requested that this matter be put over until a later meeting, preferably November or later. Agreed by unanimous agreement.

**16. Adjournment:** 9:45 a.m.



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Sharon Dobija, Secretary/Commissioner

**SIERRA CITY FIRE DISTRICT**  
Saturday, August 8, 2020  
8:00 a.m., Sierra City Community Hall

**MINUTES**

1. **Call to Order:** 8:00 a.m. **Establish Quorum:** Attending were Commissioners Dobija, Nourse, Teubert, Hayes and Cooper. Hayes. Also attending, Interim Fire Chief Jenny Traverso.
2. **Adopt Agenda:** Agenda adopted and so moved by Hayes seconded by Nourse. Unanimous.
3. **Approve Minutes:** Minutes of July 11th meeting were approved by motion of Teubert, seconded by Nourse. Unanimous.
4. **Treasurers Report and Bill Pay:** Commissioner Nourse reported he has health with the overdue Workers Comp billing and payment is made for the policy plus penalties. Bills for same have been going to Sierra County Fire Protection District. The address and District name has been corrected with Workers Commp. After audit, if any of the penalties were not due, they will be returned. An updated roster of active volunteers was provided. Commissioner Nourse reported working with Wells Fargo to correct the credit card personnel, taking off the old members except Dave Keyes and adding Jenny Treverso and Scott Hall. It was moved by Teubert and seconded by Hayes to accept and pay bills as presented. Unanimous.
5. **Correspondence:** None
6. **Announcements:** None.
7. **Public Testimony:** None
8. **Old Business:** Commissioner Dobija and Commissioner Teubert have requested a meeting with the Smith family regarding additional fire suppression water tanks on the Sierra City Water Works property. To be reported. Commissioner Cooper requested a copy of the special use permit with the USFS for the Sand Shed property.
9. **Chief's Report:** Chief Hall presented a written report by way fo IFC Treverso. Recap: Commander was evaluated after an accident and repairs can be as much as \$6500. Evaluation of usefulness of this vehicle is being determined. See written report.

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

<b>MEETING DATE:</b> August 18, 2020	<b>TYPE OF AGENDA ITEM:</b> <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:** Discussion/direction regarding request from Lori Brentt to purchase a parcel of land owned by the County located in Downieville.

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

**BACKGROUND INFORMATION:** See attached letter

**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><b>BOARD ACTION:</b> <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:**  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
CLERK TO THE BOARD DATE

Lori Brentt  
319 Marsalla Drive  
Folsom, CA  
95630  
(916)206-8577

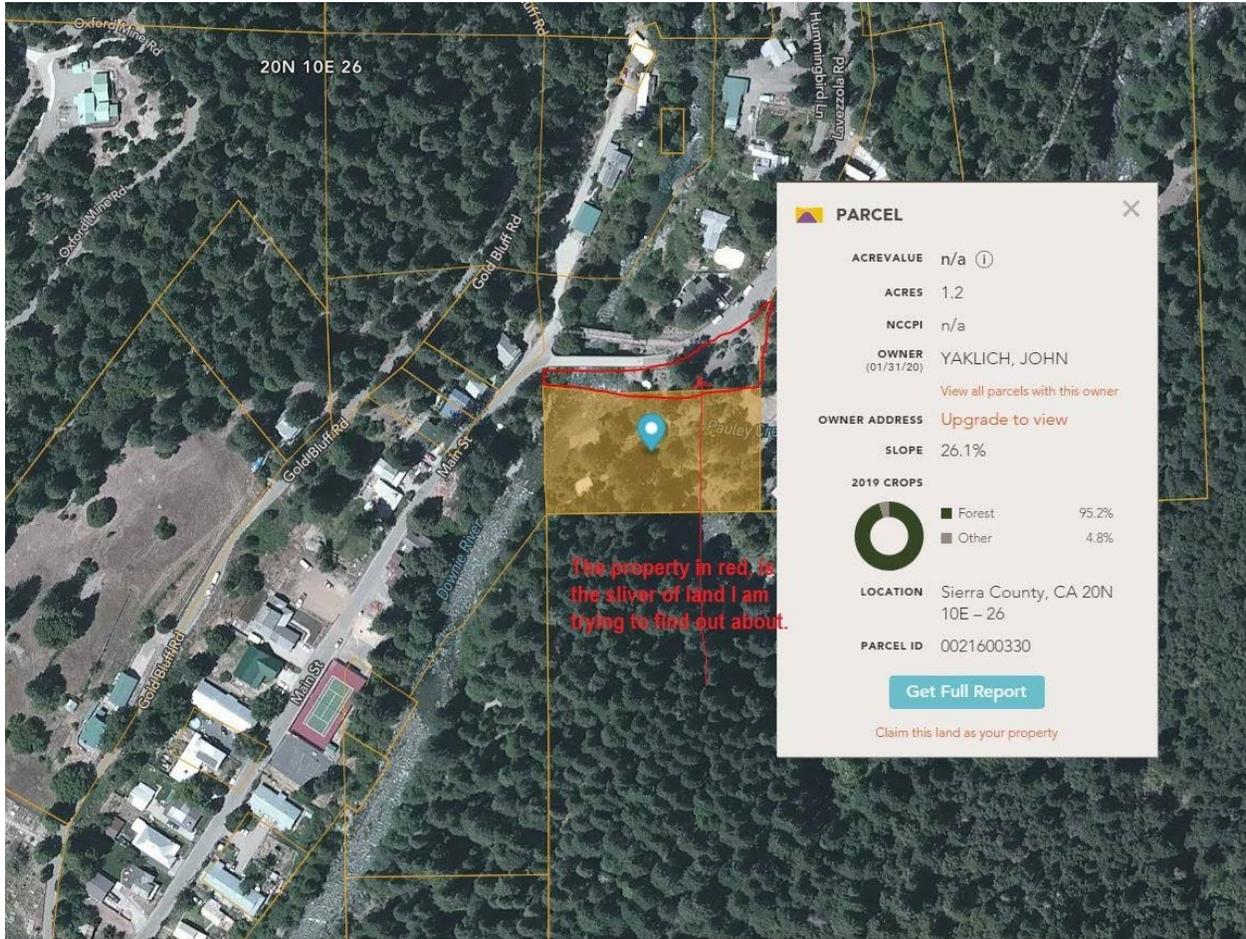
August 10, 2020

Dear Sierra County Board of Supervisors:

I am writing a letter of interest to you in regards to the inquiry and potential purchase of a small parcel of land that is adjacent to land owned by my family that I believe is owned by Sierra County. Parcel # 0021600330 at 106 Lavezzola Road, has been owned by my family Brentt/Yaklich for over 50 years. However, there is a small portion of land next to that and upon preliminary research appears to be owned by the Sierra County. I am interested in purchasing that land in hopes that someday I can build a small home on the property. I'd like to move forward in exploring the opportunity to purchase the land. I have included a drawing of the land that I am inquiring about and drawn in red the borders of the property that it is my understanding is county property.

Please let me know what your decision is and next steps for discussing the potential purchase of the property. Please contact me at (916)206-8577.

Sincerely,  
Lori Brentt



## Heather Foster

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**From:** Tim Beals  
**Sent:** Tuesday, August 11, 2020 11:34 AM  
**To:** Heather Foster; BOS  
**Cc:** Laura Marshall; Bryan Davey  
**Subject:** RE: Downieville property

All....I have reviewed this request and can offer you that a staff recommendation at this point is to oppose declaring any of this property as surplus and opposing any proposal to convey record title ownership of any of this parcel to any private party. This property was acquired by the County as part of the project to implement the construction of the Hospital Bridge in the northern portion of Downieville. At the time of acquisition by the County, the reasons for acquisition were for construction access and after project completion, for maintenance and repair access. The parcel now houses the alignment of the "new" bridge and allows sufficient access for the County to gain access to the river, to gain access to the under-side of the bridge, and offers a small buffer to enable any routine maintenance or repairs or any emergency repairs necessary in the event of highwater damages that may occur to the bridge. If a conveyance were to occur and the County needed access to the bridge or the ground underneath the bridge, private ownership would block the County's ability to access this bridge which certainly complicates access if it were ever needed in the future. This reason alone supports that the County retain ownership. I can see that this existing County parcel may make direct access to the Yaklich parcel difficult and it may be supportable for the County to consider a limited access easement to benefit the Yaklich property if a proper design and easement were to be considered but surplus and sale of the County property would be a problem from many perspectives and it is recommended that the offer or inquiry to purchase be rejected. This parcel also offers present and future public access to the river that would be lost if any conveyance were to occur.

The County in 1992 concluded a boundary line adjustment with the Carrier family who formerly owned the parcel now owned by Mark and Liz Stevenson and the primary purpose of the boundary line adjustment that occurred was to provide additional land to Carrier for a leach field to be located outside of the high water line for a future home on the Carrier property (now Stevenson) as well as affording the opportunity for the County to acquire the lands surrounding and underneath the "old" Hospital Bridge. This is only provided as some historical perspective on the land use and ownership in this area.

Thank you.

Tim Beals  
Director of Transportation

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**From:** Heather Foster <hfoster@sierracounty.ca.gov>  
**Sent:** Tuesday, August 11, 2020 8:58 AM  
**To:** Lee Adams <supervisor1@sierracounty.ca.gov>; Tim Beals <tbeals@sierracounty.ca.gov>  
**Cc:** Laura Marshall <lmarshall@sierracounty.ca.gov>  
**Subject:** FW: Downieville property

Please see the attached request to purchase a parcel owned by the County located in Downieville. I will add this request to the August 18, 2020 agenda for review and consideration by the Board.

Have a great day,

Heather Foster  
Sierra County

Clerk-Recorder/Registrar of Voters  
Clerk of the Board of Supervisors  
530-289-3295  
[hfooster@sierracounty.ca.gov](mailto:hfooster@sierracounty.ca.gov)

**From:** Lori Brentt <[lbrentt08@gmail.com](mailto:lbrentt08@gmail.com)>  
**Sent:** Monday, August 10, 2020 5:06 PM  
**To:** Heather Foster <[hfooster@sierracounty.ca.gov](mailto:hfooster@sierracounty.ca.gov)>  
**Subject:** Re: Downieville property

Oh great thank you for your feedback! Here it is in a word document. Thank you again

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

<b>MEETING DATE:</b> August 18, 2020	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
---	---

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

**AGENDA ITEM:** Appointment of a member of the Sierra County Board of Supervisors to the Sierra County Children and Families Commission (First 5).

**SUPPORTIVE DOCUMENTS ATTACHED:** Memo Resolution Agreement Other  
See attached letter of resignation from Supervisor Jim Beard

**BACKGROUND INFORMATION:** Supervisor Jim Beard has resigned as the Board representative on the Sierra County Children and Families Commission (First 5), therefore the Board must appoint a new representative to the Commission. Ordinance 875 and 894 require the membership of the Sierra County Children and Families Commission to consist of one member of the Board of Supervisors.

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

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

**SPACE BELOW FOR CLERK'S USE**

<b>BOARD ACTION:</b> <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 \_\_\_\_\_

## Heather Foster

---

**From:** Jim Beard  
**Sent:** Thursday, August 13, 2020 9:38 AM  
**To:** Heather Foster; David Prentice  
**Subject:** Resignation from First 5

Hey Heather,

I am resigning from the First 5 Commission effective immediately.

Jim Beard

Sent from my Verizon, Samsung Galaxy smartphone  
Get [Outlook for Android](#)

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

Meeting Date: August 18, 2020	Type of Agenda Item: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
----------------------------------	--

Department: Auditor/Treasurer/Tax Collector  
 Approving Party: Van Maddox  
 Phone Number: 530-289-3286

Agenda Item: Public hearing on Appropriation Limits for the 2020-2021 Fiscal Year for the County Service Areas 2, 3 and Sierra Brooks 5A.

Supportive Documents Attached:  Memo  Resolution  Agreement  Other

Background Information:

Funding Source: General Fund Impact: Select One Other Fund: Amount: Select One	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
---	---

Are additional personnel required?  <input type="checkbox"/> Yes, Select One Select One Employee(s) <input type="checkbox"/> No	_____ Signature of Authorized Representative
--	---

Approved as to Form and Funding Sources:

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Auditor/Risk Manager

**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 2011- _____ Agreement 2011- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent:
--	---	--

Comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
Date

**COUNTY OF SIERRA  
STATE OF CALIFORNIA**

**FISCAL YEAR 2020-21**

**APPROPRIATIONS LIMIT  
(Proposition 4)**

**COUNTY-WIDE CALCULATION**

**Factor**

Price Index Change (%)

**3.73**

Population Change (%)

**(0.28)**

Price index change converted to a Ratio

$$\frac{3.85 + 100}{100} =$$

1.0373

Population Change converted to a Ratio

$$\frac{0.47 + 100}{100} =$$

0.9972

Calculation of Factor for FY 19-20

$$1.0385 \times (1.0028) =$$

1.03439556

**COUNTY GOVERNMENT**

	<b>2019-20</b>		<b>Factor</b>		<b>2020-21</b>
Appropriations Limit	7,251,502	<b>X</b>	1.03439556	<b>=</b>	7,500,921

**Total annual appropriations subject to limit**

**2019-20**

**2020-21**

Secured Prop Tax	0013001 4001	3,300,011	3,364,643
Unsecured Prop Tax	0013001 4002	116,283	128,177
Prior Secured Prop Tax	0013001 4003	0	0
Prior Unsecured Prop Tax	0013001 4004	9,193	2,500
Supplemental Prop Tax	0013001 4005	43,329	40,000
Timber Yield Taxes	0013001 4007	22,335	50,000
Sales & Use Tax	0013001 4008	153,481	165,000
Property Transfer Tax	0013001 4010	30,236	24,000
Transient Occupancy Tax	0013001 4011	298,690	326,000
Motor Vehicle In Lieu	0013001 4357	387,106	394,936
Homeowners Prop Tax Relief	0013001 4055	31,575	33,500
Health - Realignment	8170000 4352	274,542	475,284
Sales Tax LTC	8550000 4255	0	0
<b>Total Tax Revenue</b>		<b><u>4,666,781</u></b>	<b><u>5,004,040</u></b>

**Resolution 2019-\_\_\_**

Per DOF

**COUNTY OF SIERRA  
STATE OF CALIFORNIA**

**FISCAL YEAR 2020-21**

**APPROPRIATIONS LIMIT  
(Proposition 4)**

**County Service Area 2: Fund 702**

	<b>2019-20</b>		<b>Factor</b>		<b>2020-21</b>
Appropriations Limit	\$313,435	<b>X</b>	1.03439556	=	\$324,216

<b>Tax Revenue Sources</b>			<b>2019-20</b>		<b>2020-21</b>
4001 Current Secured Prop Tax			25,337		25,426
4002 Current Unsecured Prop Tax			774		800
4004 Prior Unsecured Prop Tax			61		0
4005 Supplemental Roll Prop Tax			288		50
4007 Timber Yield Taxes			786		1,700
4242 Homeowners Property Tax Relief			210		200
<b>Total Tax Revenue</b>			<u><b>\$27,456</b></u>		<u><b>\$28,176</b></u>

**County Service Area 3: Fund 703**

	<b>2019-20</b>		<b>Factor</b>		<b>2020-21</b>
Appropriations Limit	\$77,219	<b>X</b>	1.03439556	=	\$79,875

<b>Tax Revenue Sources</b>			<b>2019-20</b>		<b>2020-21</b>
4001 Current Secured Prop Tax			14,534		14,594
4002 Current Unsecured Prop Tax			516		525
4004 Prior Unsecured Prop Tax			41		0
4005 Supplemental Roll Prop Tax			192		0
4007 Timber Yield Taxes			487		1,324
4242 Homeowners Property Tax Relief			140		166
<b>Total Tax Revenue</b>			<u><b>\$15,911</b></u>		<u><b>\$16,609</b></u>

**County Service Area 4A-5A: Fund 706**

	<b>2019-20</b>		<b>Factor</b>		<b>2020-21</b>
Appropriations Limit	\$822,711	<b>X</b>	1.03439556	=	\$851,009

<b>Tax Revenue Sources</b>			<b>2019-20</b>		<b>2020-21</b>
4001 Current Secured Prop Tax			60,079		67,287
4002 Current Unsecured Prop Tax			2,464		2,710
4004 Prior Unsecured Prop Tax			195		0
4005 Supplemental Roll Prop Tax			918		0
4007 Timber Yield Taxes			0		0
4242 Homeowners Property Tax Relief			669		966
<b>Total Tax Revenue</b>			<u><b>\$64,324</b></u>		<u><b>\$70,963</b></u>

**Resolution CSA 2019-\_\_\_\_**

**Note:** See County-wide calculation on previous page for development of factors

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

RESOLUTION NO. \_\_\_\_\_

IN THE MATTER OF ESTABLISHING THE 2020-21 APPROPRIATION  
LIMITATION FOR SIERRA COUNTY SERVICE AREAS 2, 3, 4A5A

WHEREAS, the people of the State of California approved the addition of Article XIII B to the State Constitution; and

WHEREAS, said Article XIII B establishes limitations on government appropriations of proceeds of taxes; and

WHEREAS, said Article XIII B further defines the types of revenues that are to be classified as proceeds of taxes and establishes the 1978-79 fiscal year as the base year for computing the prescribed appropriations limitations; and

WHEREAS, both said Article XIII B and chapter 1205 Statutes of 1980 established the criteria for the computation of said limitations and prescribes that said limitations be adopted by resolution of the governing board of each entity subject to the limitation; and

WHEREAS, the County Auditor of the County of Sierra has applied the applicable computational factors to determine the proceeds of taxes appropriation limitation for the 2020-21 fiscal year.

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

1. The appropriation limitation for the 2020-21
2. fiscal year are as follows:

County Service Area #2	\$ 324,216
County Service Area #3	\$ 79,875
County Service Area #4A-5A	\$ 851,009

3. Any revenues received from proceeds of taxes in excess of taxes of said appropriation limitation may be returned to the taxpayers within two years following the close of the fiscal year by a commensurate reduction in property tax levies or by some other method compatible with the intent of article XIII B. See calculations in attached exhibit A.

Adopted by the Board of Supervisors of the County of Sierra on the 15<sup>th</sup> day of September, 2020, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

ATTEST:

COUNTY OF SIERRA

---

Heather Foster  
Clerk of the Board

---

Jim Beard,  
Chairperson, Board of Supervisors



May 2020

Dear Fiscal Officer:

**Subject: Price Factor and Population Information**

### **Appropriations Limit**

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2020, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2020-21. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2020-21 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

### **Population Percent Change for Special Districts**

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

### **Population Certification**

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2020.**

**Please Note:** The prior year's city population estimates may be revised. The per capita personal income change is based on historical data. Given the stay-at-home orders due to COVID-19, growth in the coming years may be substantially lower than recent trends.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s/ Keely Martin Bosler

KEELY MARTIN BOSLER  
Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2020-21 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2020-21	3.73

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2020-21 appropriation limit.

**2020-21:**

Per Capita Cost of Living Change = 3.73 percent  
Population Change = 0.22 percent

Per Capita Cost of Living converted to a ratio:  $\frac{3.73 + 100}{100} = 1.0373$

Population converted to a ratio:  $\frac{0.22 + 100}{100} = 1.0022$

Calculation of factor for FY 2020-21:  $1.0373 \times 1.0022 = 1.0396$

Fiscal Year 2020-21

**Attachment B**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2019 to January 1, 2020 and Total Population, January 1, 2019**

<b>County City</b>	<b><u>Percent Change</u></b>	<b><u>--- Population Minus Exclusions ---</u></b>		<b><u>Total Population</u></b>
	<b>2019-2020</b>	<b>1-1-19</b>	<b>1-1-20</b>	<b>1-1-2020</b>
San Benito				
Hollister	1.62	39,998	40,646	40,646
San Juan Bautista	0.67	2,098	2,112	2,112
Unincorporated	0.92	19,417	19,595	19,595
County Total	1.37	61,513	62,353	62,353

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

**Attachment C**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2019 to January 1, 2020**

<b>County</b>	<b>Percent Change</b>	<b>--- Population Minus Exclusions ---</b>	
	<b>2019-20</b>	<b>1-1-19</b>	<b>1-1-20</b>
<b>Alameda</b>			
Incorporated	0.44	1,512,751	1,519,431
County Total	0.37	1,661,577	1,667,800
<b>Alpine</b>			
Incorporated	0.00	0	0
County Total	-0.61	1,149	1,142
<b>Amador</b>			
Incorporated	0.49	12,452	12,513
County Total	-0.50	33,785	33,616
<b>Butte</b>			
Incorporated	-1.34	144,595	142,651
County Total	-5.07	221,521	210,291
<b>Calaveras</b>			
Incorporated	0.68	4,095	4,123
County Total	-0.07	44,984	44,951
<b>Colusa</b>			
Incorporated	-0.15	11,619	11,601
County Total	-0.40	21,990	21,902
<b>Contra Costa</b>			
Incorporated	0.29	976,476	979,304
County Total	0.26	1,150,537	1,153,477
<b>Del Norte</b>			
Incorporated	0.62	4,050	4,075
County Total	0.58	24,491	24,633
<b>El Dorado</b>			
Incorporated	1.10	33,140	33,505
County Total	1.70	189,915	193,143

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

**Attachment C**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2019 to January 1, 2020**

<b>County</b>	<b><u>Percent Change</u></b> <b>2019-20</b>	<b><u>--- Population Minus Exclusions ---</u></b> <b>1-1-19</b>	<b><u>1-1-20</u></b>
<b>Fresno</b>			
Incorporated	0.95	839,353	847,328
County Total	0.81	1,009,378	1,017,516
<b>Glenn</b>			
Incorporated	2.38	14,193	14,531
County Total	2.51	28,598	29,316
<b>Humboldt</b>			
Incorporated	-0.63	63,465	63,068
County Total	-0.49	133,812	133,150
<b>Imperial</b>			
Incorporated	0.26	145,790	146,168
County Total	0.05	181,614	181,697
<b>Inyo</b>			
Incorporated	0.16	3,815	3,821
County Total	0.10	18,481	18,500
<b>Kern</b>			
Incorporated	1.55	565,388	574,165
County Total	1.27	880,624	891,765
<b>Kings</b>			
Incorporated	0.88	106,923	107,869
County Total	0.93	132,950	134,187
<b>Lake</b>			
Incorporated	-0.46	19,061	18,974
County Total	-0.31	64,177	63,980
<b>Lassen</b>			
Incorporated	1.22	7,979	8,076
County Total	1.19	21,776	22,036

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

**Attachment C**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2019 to January 1, 2020**

<b>County</b>	<b><u>Percent Change</u></b> <b>2019-20</b>	<b><u>--- Population Minus Exclusions ---</u></b>	
		<b>1-1-19</b>	<b>1-1-20</b>
<b>Los Angeles</b>			
Incorporated	-0.07	9,136,265	9,130,097
County Total	-0.11	10,175,203	10,163,868
<hr/>			
<b>Madera</b>			
Incorporated	0.34	77,618	77,881
County Total	0.17	152,164	152,417
<hr/>			
<b>Marin</b>			
Incorporated	-0.60	193,050	191,884
County Total	-0.60	257,901	256,353
<hr/>			
<b>Mariposa</b>			
Incorporated	0.00	0	0
County Total	0.04	17,979	17,986
<hr/>			
<b>Mendocino</b>			
Incorporated	-0.16	29,058	29,011
County Total	-0.49	88,218	87,785
<hr/>			
<b>Merced</b>			
Incorporated	1.64	184,863	187,894
County Total	1.04	279,499	282,405
<hr/>			
<b>Modoc</b>			
Incorporated	-0.81	2,849	2,826
County Total	-0.54	9,556	9,504
<hr/>			
<b>Mono</b>			
Incorporated	-0.36	7,887	7,859
County Total	-0.40	13,385	13,332
<hr/>			
<b>Monterey</b>			
Incorporated	-0.36	319,258	318,115
County Total	-0.31	425,654	424,349
<hr/>			

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

**Attachment C**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2019 to January 1, 2020**

<b>County</b>	<b>Percent Change</b>	<b>--- Population Minus Exclusions ---</b>	
	<b>2019-20</b>	<b>1-1-19</b>	<b>1-1-20</b>
<b>Napa</b>			
Incorporated	-0.60	114,151	113,468
County Total	-0.61	137,902	137,066
<b>Nevada</b>			
Incorporated	0.27	32,147	32,233
County Total	0.30	97,740	98,037
<b>Orange</b>			
Incorporated	0.04	3,064,197	3,065,272
County Total	0.04	3,192,279	3,193,693
<b>Placer</b>			
Incorporated	2.23	282,173	288,464
County Total	1.95	395,978	403,711
<b>Plumas</b>			
Incorporated	-0.05	2,017	2,016
County Total	0.10	18,242	18,260
<b>Riverside</b>			
Incorporated	0.79	2,031,484	2,047,494
County Total	0.79	2,413,561	2,432,578
<b>Sacramento</b>			
Incorporated	1.29	943,866	956,019
County Total	0.90	1,535,945	1,549,820
<b>San Benito</b>			
Incorporated	1.57	42,096	42,758
County Total	1.37	61,513	62,353
<b>San Bernardino</b>			
Incorporated	0.54	1,843,416	1,853,328
County Total	0.51	2,139,271	2,150,125

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

**Attachment C**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2019 to January 1, 2020**

<b>County</b>	<b><u>Percent Change</u></b> <b>2019-20</b>	<b><u>--- Population Minus Exclusions ---</u></b>	
		<b>1-1-19</b>	<b>1-1-20</b>
<b>San Diego</b>			
Incorporated	0.21	2,803,014	2,808,931
County Total	0.27	3,268,625	3,277,312
<hr/>			
<b>San Francisco</b>			
Incorporated	0.76	890,773	897,564
County Total	0.76	890,773	897,564
<hr/>			
<b>San Joaquin</b>			
Incorporated	0.99	608,540	614,593
County Total	1.06	760,150	768,218
<hr/>			
<b>San Luis Obispo</b>			
Incorporated	-0.42	155,940	155,284
County Total	-0.42	273,503	272,362
<hr/>			
<b>San Mateo</b>			
Incorporated	-0.08	707,613	707,025
County Total	-0.13	774,096	773,108
<hr/>			
<b>Santa Barbara</b>			
Incorporated	0.44	305,053	306,406
County Total	0.26	445,292	446,446
<hr/>			
<b>Santa Clara</b>			
Incorporated	0.44	1,866,824	1,874,960
County Total	0.37	1,953,727	1,960,995
<hr/>			
<b>Santa Cruz</b>			
Incorporated	-0.68	138,689	137,740
County Total	-0.46	272,404	271,151
<hr/>			
<b>Shasta</b>			
Incorporated	0.11	112,808	112,931
County Total	0.10	177,641	177,821
<hr/>			

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

**Attachment C**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2019 to January 1, 2020**

County	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>	
	2019-20	1-1-19	1-1-20
Sierra			
Incorporated	-0.38	784	781
County Total	-0.28	3,210	3,201
Siskiyou			
Incorporated	-0.49	20,329	20,229
County Total	-0.31	44,520	44,382
Solano			
Incorporated	0.36	407,905	409,392
County Total	0.34	426,209	427,677
Sonoma			
Incorporated	-0.76	357,171	354,448
County Total	-0.80	496,269	492,312
Stanislaus			
Incorporated	0.83	440,604	444,267
County Total	0.67	554,018	557,709
Sutter			
Incorporated	-1.86	81,169	79,658
County Total	-2.10	102,914	100,750
Tehama			
Incorporated	0.76	22,142	22,310
County Total	0.83	64,453	64,990
Trinity			
Incorporated	0.00	0	0
County Total	-0.44	13,538	13,478
Tulare			
Incorporated	0.89	332,309	335,276
County Total	0.73	476,242	479,709

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

**Attachment C**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2019 to January 1, 2020**

<b>County</b>	<b>Percent Change</b>	<b>--- Population Minus Exclusions ---</b>	
	<b>2019-20</b>	<b>1-1-19</b>	<b>1-1-20</b>
<b>Tuolumne</b>			
Incorporated	-0.17	4,725	4,717
County Total	-0.08	51,875	51,836
<hr/>			
<b>Ventura</b>			
Incorporated	-0.35	747,760	745,144
County Total	-0.38	840,986	837,755
<hr/>			
<b>Yolo</b>			
Incorporated	0.59	190,411	191,532
County Total	0.37	220,896	221,705
<hr/>			
<b>Yuba</b>			
Incorporated	0.70	15,953	16,065
County Total	2.72	74,744	76,780
<hr/>			

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

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

Meeting Date: August 18, 2020	Type of Agenda Item: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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Department: Auditor/Treasurer/Tax Collector  
 Approving Party: Van Maddox  
 Phone Number: 530-289-3286

Agenda Item: Conduct Public hearing on setting Appropriation Limits for the 2020-2021 Fiscal Year for the County of Sierra.

Supportive Documents Attached:  Memo  Resolution  Agreement  Other  
 Calculation

Background Information:

Funding Source: General Fund Impact: Select One Other Fund: Amount: Select One	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
---	---

Are additional personnel required?  <input type="checkbox"/> Yes, Select One Select One Employee(s) <input type="checkbox"/> No	_____ Signature of Authorized Representative
--	---

Approved as to Form and Funding Sources:

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Auditor/Risk Manager

**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 2011- _____ Agreement 2011- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent:
--	---	--

Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
Date

**COUNTY OF SIERRA  
STATE OF CALIFORNIA**

**FISCAL YEAR 2020-21**

**APPROPRIATIONS LIMIT  
(Proposition 4)**

**COUNTY-WIDE CALCULATION**

**Factor**

Price Index Change (%)

**3.73**

Population Change (%)

**(0.28)**

Price index change converted to a Ratio

$$\frac{3.85 + 100}{100} =$$

1.0373

Population Change converted to a Ratio

$$\frac{0.47 + 100}{100} =$$

0.9972

Calculation of Factor for FY 19-20

$$1.0385 \times (1.0028) =$$

1.03439556

**COUNTY GOVERNMENT**

	<b>2019-20</b>		<b>Factor</b>		<b>2020-21</b>
Appropriations Limit	7,251,502	<b>X</b>	1.03439556	<b>=</b>	7,500,921

**Total annual appropriations subject to limit**

**2019-20**

**2020-21**

Secured Prop Tax	0013001 4001	3,300,011	3,364,643
Unsecured Prop Tax	0013001 4002	116,283	128,177
Prior Secured Prop Tax	0013001 4003	0	0
Prior Unsecured Prop Tax	0013001 4004	9,193	2,500
Supplemental Prop Tax	0013001 4005	43,329	40,000
Timber Yield Taxes	0013001 4007	22,335	50,000
Sales & Use Tax	0013001 4008	153,481	165,000
Property Transfer Tax	0013001 4010	30,236	24,000
Transient Occupancy Tax	0013001 4011	298,690	326,000
Motor Vehicle In Lieu	0013001 4357	387,106	394,936
Homeowners Prop Tax Relief	0013001 4055	31,575	33,500
Health - Realignment	8170000 4352	274,542	475,284
Sales Tax LTC	8550000 4255	0	0
<b>Total Tax Revenue</b>		<b><u>4,666,781</u></b>	<b><u>5,004,040</u></b>

**Resolution 2019-\_\_\_**

Per DOF

**COUNTY OF SIERRA  
STATE OF CALIFORNIA**

**FISCAL YEAR 2020-21**

**APPROPRIATIONS LIMIT  
(Proposition 4)**

**County Service Area 2: Fund 702**

	<b>2019-20</b>		<b>Factor</b>		<b>2020-21</b>
Appropriations Limit	\$313,435	<b>X</b>	1.03439556	=	\$324,216

<b>Tax Revenue Sources</b>			<b>2019-20</b>		<b>2020-21</b>
4001 Current Secured Prop Tax			25,337		25,426
4002 Current Unsecured Prop Tax			774		800
4004 Prior Unsecured Prop Tax			61		0
4005 Supplemental Roll Prop Tax			288		50
4007 Timber Yield Taxes			786		1,700
4242 Homeowners Property Tax Relief			210		200
<b>Total Tax Revenue</b>			<u><b>\$27,456</b></u>		<u><b>\$28,176</b></u>

**County Service Area 3: Fund 703**

	<b>2019-20</b>		<b>Factor</b>		<b>2020-21</b>
Appropriations Limit	\$77,219	<b>X</b>	1.03439556	=	\$79,875

<b>Tax Revenue Sources</b>			<b>2019-20</b>		<b>2020-21</b>
4001 Current Secured Prop Tax			14,534		14,594
4002 Current Unsecured Prop Tax			516		525
4004 Prior Unsecured Prop Tax			41		0
4005 Supplemental Roll Prop Tax			192		0
4007 Timber Yield Taxes			487		1,324
4242 Homeowners Property Tax Relief			140		166
<b>Total Tax Revenue</b>			<u><b>\$15,911</b></u>		<u><b>\$16,609</b></u>

**County Service Area 4A-5A: Fund 706**

	<b>2019-20</b>		<b>Factor</b>		<b>2020-21</b>
Appropriations Limit	\$822,711	<b>X</b>	1.03439556	=	\$851,009

<b>Tax Revenue Sources</b>			<b>2019-20</b>		<b>2020-21</b>
4001 Current Secured Prop Tax			60,079		67,287
4002 Current Unsecured Prop Tax			2,464		2,710
4004 Prior Unsecured Prop Tax			195		0
4005 Supplemental Roll Prop Tax			918		0
4007 Timber Yield Taxes			0		0
4242 Homeowners Property Tax Relief			669		966
<b>Total Tax Revenue</b>			<u><b>\$64,324</b></u>		<u><b>\$70,963</b></u>

**Resolution CSA 2019-\_\_\_**

**Note:** See County-wide calculation on previous page for development of factors

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

**RESOLUTION NO. \_\_\_\_\_**

**IN THE MATTER OF ESTABLISHING THE 2020-21 APPROPRIATION  
LIMITATION FOR THE COUNTY OF SIERRA**

WHEREAS, the people of the State of California approved the addition of Article XIII B to the State Constitution; and

WHEREAS, said Article XIII B establishes limitations on government appropriations of proceeds of taxes; and

WHEREAS, said Article XIII B further defines the types of revenues that are to be classified as proceeds of taxes and establishes the 1978-79 fiscal year as the base year for computing the prescribed appropriations limitations; and

WHEREAS, both said Article XIII B and chapter 1205 Statutes of 1980 established the criteria for the computation of said limitations and prescribes that said limitations be adopted by resolution of the governing board of each entity subject to the limitation; and

WHEREAS, the County Auditor of the County of Sierra has applied the applicable computational factors to determine the proceeds of taxes appropriation limitation for the 2020-21 fiscal year.

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

1. The appropriation limitation for the 2020-21 fiscal year are as follows:

County of Sierra	\$7,500,921
------------------	-------------

2. Any revenues received from proceeds of taxes in excess of taxes of said appropriation limitation may be returned to the taxpayers within two years following the close of the fiscal year by a commensurate reduction in property tax levies or by some other method compatible with the intent of article XIII B. See calculations in attached exhibit A.

Adopted by the Board of Supervisors of the County of Sierra on the 15<sup>th</sup> day of September, 2020, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

ATTEST:

COUNTY OF SIERRA

---

Heather Foster  
Clerk of the Board

---

Jim Beard,  
Chairperson, Board of Supervisors



May 2020

Dear Fiscal Officer:

**Subject: Price Factor and Population Information**

### **Appropriations Limit**

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2020, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2020-21. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2020-21 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

### **Population Percent Change for Special Districts**

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

### **Population Certification**

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2020.**

**Please Note:** The prior year's city population estimates may be revised. The per capita personal income change is based on historical data. Given the stay-at-home orders due to COVID-19, growth in the coming years may be substantially lower than recent trends.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s/ Keely Martin Bosler

KEELY MARTIN BOSLER  
Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2020-21 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2020-21	3.73

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2020-21 appropriation limit.

**2020-21:**

Per Capita Cost of Living Change = 3.73 percent  
 Population Change = 0.22 percent

Per Capita Cost of Living converted to a ratio:  $\frac{3.73 + 100}{100} = 1.0373$

Population converted to a ratio:  $\frac{0.22 + 100}{100} = 1.0022$

Calculation of factor for FY 2020-21:  $1.0373 \times 1.0022 = 1.0396$

Fiscal Year 2020-21

**Attachment B**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2019 to January 1, 2020 and Total Population, January 1, 2019**

<b>County City</b>	<b><u>Percent Change</u></b>	<b><u>--- Population Minus Exclusions ---</u></b>		<b><u>Total Population</u></b>
	<b>2019-2020</b>	<b>1-1-19</b>	<b>1-1-20</b>	<b>1-1-2020</b>
Sierra				
Loyalton	-0.38	784	781	781
Unincorporated	-0.25	2,426	2,420	2,420
County Total	-0.28	3,210	3,201	3,201

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

**Attachment C**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2019 to January 1, 2020**

<b>County</b>	<b><u>Percent Change</u></b> <b>2019-20</b>	<b><u>--- Population Minus Exclusions ---</u></b>	
		<b>1-1-19</b>	<b>1-1-20</b>
<b>Alameda</b>			
Incorporated	0.44	1,512,751	1,519,431
County Total	0.37	1,661,577	1,667,800
<b>Alpine</b>			
Incorporated	0.00	0	0
County Total	-0.61	1,149	1,142
<b>Amador</b>			
Incorporated	0.49	12,452	12,513
County Total	-0.50	33,785	33,616
<b>Butte</b>			
Incorporated	-1.34	144,595	142,651
County Total	-5.07	221,521	210,291
<b>Calaveras</b>			
Incorporated	0.68	4,095	4,123
County Total	-0.07	44,984	44,951
<b>Colusa</b>			
Incorporated	-0.15	11,619	11,601
County Total	-0.40	21,990	21,902
<b>Contra Costa</b>			
Incorporated	0.29	976,476	979,304
County Total	0.26	1,150,537	1,153,477
<b>Del Norte</b>			
Incorporated	0.62	4,050	4,075
County Total	0.58	24,491	24,633
<b>El Dorado</b>			
Incorporated	1.10	33,140	33,505
County Total	1.70	189,915	193,143

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

**Attachment C**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2019 to January 1, 2020**

<b>County</b>	<b><u>Percent Change</u></b> <b>2019-20</b>	<b><u>--- Population Minus Exclusions ---</u></b> <b>1-1-19</b>	<b><u>1-1-20</u></b>
<b>Fresno</b>			
Incorporated	0.95	839,353	847,328
County Total	0.81	1,009,378	1,017,516
<b>Glenn</b>			
Incorporated	2.38	14,193	14,531
County Total	2.51	28,598	29,316
<b>Humboldt</b>			
Incorporated	-0.63	63,465	63,068
County Total	-0.49	133,812	133,150
<b>Imperial</b>			
Incorporated	0.26	145,790	146,168
County Total	0.05	181,614	181,697
<b>Inyo</b>			
Incorporated	0.16	3,815	3,821
County Total	0.10	18,481	18,500
<b>Kern</b>			
Incorporated	1.55	565,388	574,165
County Total	1.27	880,624	891,765
<b>Kings</b>			
Incorporated	0.88	106,923	107,869
County Total	0.93	132,950	134,187
<b>Lake</b>			
Incorporated	-0.46	19,061	18,974
County Total	-0.31	64,177	63,980
<b>Lassen</b>			
Incorporated	1.22	7,979	8,076
County Total	1.19	21,776	22,036

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

**Attachment C**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2019 to January 1, 2020**

<b>County</b>	<b>Percent Change</b>	<b>--- Population Minus Exclusions ---</b>	
	<b>2019-20</b>	<b>1-1-19</b>	<b>1-1-20</b>
<b>Los Angeles</b>			
Incorporated	-0.07	9,136,265	9,130,097
County Total	-0.11	10,175,203	10,163,868
<b>Madera</b>			
Incorporated	0.34	77,618	77,881
County Total	0.17	152,164	152,417
<b>Marin</b>			
Incorporated	-0.60	193,050	191,884
County Total	-0.60	257,901	256,353
<b>Mariposa</b>			
Incorporated	0.00	0	0
County Total	0.04	17,979	17,986
<b>Mendocino</b>			
Incorporated	-0.16	29,058	29,011
County Total	-0.49	88,218	87,785
<b>Merced</b>			
Incorporated	1.64	184,863	187,894
County Total	1.04	279,499	282,405
<b>Modoc</b>			
Incorporated	-0.81	2,849	2,826
County Total	-0.54	9,556	9,504
<b>Mono</b>			
Incorporated	-0.36	7,887	7,859
County Total	-0.40	13,385	13,332
<b>Monterey</b>			
Incorporated	-0.36	319,258	318,115
County Total	-0.31	425,654	424,349

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

**Attachment C**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2019 to January 1, 2020**

<b>County</b>	<b>Percent Change</b>	<b>--- Population Minus Exclusions ---</b>	
	<b>2019-20</b>	<b>1-1-19</b>	<b>1-1-20</b>
<b>Napa</b>			
Incorporated	-0.60	114,151	113,468
County Total	-0.61	137,902	137,066
<b>Nevada</b>			
Incorporated	0.27	32,147	32,233
County Total	0.30	97,740	98,037
<b>Orange</b>			
Incorporated	0.04	3,064,197	3,065,272
County Total	0.04	3,192,279	3,193,693
<b>Placer</b>			
Incorporated	2.23	282,173	288,464
County Total	1.95	395,978	403,711
<b>Plumas</b>			
Incorporated	-0.05	2,017	2,016
County Total	0.10	18,242	18,260
<b>Riverside</b>			
Incorporated	0.79	2,031,484	2,047,494
County Total	0.79	2,413,561	2,432,578
<b>Sacramento</b>			
Incorporated	1.29	943,866	956,019
County Total	0.90	1,535,945	1,549,820
<b>San Benito</b>			
Incorporated	1.57	42,096	42,758
County Total	1.37	61,513	62,353
<b>San Bernardino</b>			
Incorporated	0.54	1,843,416	1,853,328
County Total	0.51	2,139,271	2,150,125

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

**Attachment C**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2019 to January 1, 2020**

<b>County</b>	<b><u>Percent Change</u></b> <b>2019-20</b>	<b><u>--- Population Minus Exclusions ---</u></b>	
		<b>1-1-19</b>	<b>1-1-20</b>
<b>San Diego</b>			
Incorporated	0.21	2,803,014	2,808,931
County Total	0.27	3,268,625	3,277,312
<hr/>			
<b>San Francisco</b>			
Incorporated	0.76	890,773	897,564
County Total	0.76	890,773	897,564
<hr/>			
<b>San Joaquin</b>			
Incorporated	0.99	608,540	614,593
County Total	1.06	760,150	768,218
<hr/>			
<b>San Luis Obispo</b>			
Incorporated	-0.42	155,940	155,284
County Total	-0.42	273,503	272,362
<hr/>			
<b>San Mateo</b>			
Incorporated	-0.08	707,613	707,025
County Total	-0.13	774,096	773,108
<hr/>			
<b>Santa Barbara</b>			
Incorporated	0.44	305,053	306,406
County Total	0.26	445,292	446,446
<hr/>			
<b>Santa Clara</b>			
Incorporated	0.44	1,866,824	1,874,960
County Total	0.37	1,953,727	1,960,995
<hr/>			
<b>Santa Cruz</b>			
Incorporated	-0.68	138,689	137,740
County Total	-0.46	272,404	271,151
<hr/>			
<b>Shasta</b>			
Incorporated	0.11	112,808	112,931
County Total	0.10	177,641	177,821
<hr/>			

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

**Attachment C**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2019 to January 1, 2020**

<b>County</b>	<b><u>Percent Change</u></b> <b>2019-20</b>	<b><u>--- Population Minus Exclusions ---</u></b>	
		<b>1-1-19</b>	<b>1-1-20</b>
<b>Sierra</b>			
Incorporated	-0.38	784	781
County Total	-0.28	3,210	3,201
<hr/>			
<b>Siskiyou</b>			
Incorporated	-0.49	20,329	20,229
County Total	-0.31	44,520	44,382
<hr/>			
<b>Solano</b>			
Incorporated	0.36	407,905	409,392
County Total	0.34	426,209	427,677
<hr/>			
<b>Sonoma</b>			
Incorporated	-0.76	357,171	354,448
County Total	-0.80	496,269	492,312
<hr/>			
<b>Stanislaus</b>			
Incorporated	0.83	440,604	444,267
County Total	0.67	554,018	557,709
<hr/>			
<b>Sutter</b>			
Incorporated	-1.86	81,169	79,658
County Total	-2.10	102,914	100,750
<hr/>			
<b>Tehama</b>			
Incorporated	0.76	22,142	22,310
County Total	0.83	64,453	64,990
<hr/>			
<b>Trinity</b>			
Incorporated	0.00	0	0
County Total	-0.44	13,538	13,478
<hr/>			
<b>Tulare</b>			
Incorporated	0.89	332,309	335,276
County Total	0.73	476,242	479,709
<hr/>			

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

**Attachment C**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2019 to January 1, 2020**

<b>County</b>	<b>Percent Change</b>	<b>--- Population Minus Exclusions ---</b>	
	<b>2019-20</b>	<b>1-1-19</b>	<b>1-1-20</b>
<b>Tuolumne</b>			
Incorporated	-0.17	4,725	4,717
County Total	-0.08	51,875	51,836
<hr/>			
<b>Ventura</b>			
Incorporated	-0.35	747,760	745,144
County Total	-0.38	840,986	837,755
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<hr/>			

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

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

<b>MEETING DATE:</b> August 18, 2020	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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<b>DEPARTMENT:</b> Auditor <b>APPROVING PARTY:</b> Van Maddox <b>PHONE NUMBER:</b> 530-289-3286
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**AGENDA ITEM:** Public Hearing 2020-21 Final Budget for the County Service Areas 1, 2, 3, 4, 5, 4A5A (Sierra Brooks Water).

**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><b>BOARD ACTION:</b></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 2019- _____ Agreement 2019- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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**COMMENTS:**

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\_\_\_\_\_  
CLERK TO THE BOARD

\_\_\_\_\_  
DATE

COUNTY OF SIERRA  
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name  
Function  
Supervisor  
Location  
Fund  
Budget Unit

COUNTY SERVICE AREA 1  
General  
  
Downieville and West  
**201 CSA 1**  
**2010000**

DESCRIPTION	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PROPOSED (6)	2020-21 Final (7)
<b>SOURCE OF FINANCING</b>						
	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue
4001 Current Secured Prop Tax	8,894	9,731	10,495	9,000	10,538	10,538
4002 Current Unsecured Prop Tax	303	290	374	417	417	417
4004 Prior Unsecured Prop Tax	(94)	67	30	7	7	7
4005 Supplemental Prop Tax	73	59	139	50	50	50
4007 Timber Yield Taxes	68	167	38	90	90	90
4201 Interest	0	0	0			
4055 HOPTR	94	97	102	122	122	122
4711 Transfers In	4,045	3,265	4,100	7,000	4,800	4,800
<b>Total Revenue</b>	<b>13,383</b>	<b>13,676</b>	<b>15,277</b>	<b>16,686</b>	<b>16,024</b>	<b>16,024</b>
<b>USES OF FINANCING</b>						
	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures
5106 Insurance	100	96	119	100	95	109
5166 Cost Allocation	1,544	1,084	624	1,544	1,474	1,474
5171 Prop Tax Admin Fee	978	1,018	1,294	800	1,000	1,000
6403 Downieville Library	3,387	5,004	4,431	5,000	5,000	5,000
5155 Misc.	0	0	0	523	523	523
7002 Street Lights	6,855	7,910	6,467	8,000	8,000	8,000
7003 Street & Road Services	0	0	0			
7004 Parks & Recreation	300	0	38	100	100	100
7005 Misc. Waste Disposal	264	242	305	530	530	530
7600 Parks & Recreation	68	167	38	90	90	90
<b>Total Expenditures</b>	<b>13,497</b>	<b>15,522</b>	<b>13,314</b>	<b>16,686</b>	<b>16,812</b>	<b>16,825</b>

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

COUNTY OF SIERRA  
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name  
Function  
Supervisor  
Location  
Fund  
Budget Unit

COUNTY SERVICE AREA 2  
General  
Sierra City  
202 CSA 2  
2020000

DESCRIPTION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PROPOSED (6)	2020-21 Final (7)
<b>SOURCE OF FINANCING</b>	<b>Revenue</b>	<b>Revenue</b>	<b>Revenue</b>	<b>Revenue</b>	<b>Revenue</b>	<b>Revenue</b>
4001 Current Secured Prop Tax	23,976	24,530	25,337	23,000	25,426	25,426
4002 Current Unsecured Prop Tax	685	628	774	800	800	800
4004 Prior Unsecured Prop Tax	(168)	130	61			
4005 Supplemental Prop Tax	165	129	288	50	50	50
4007 Timber Yield Taxes	1,404	3,463	786	1,700	1,700	1,700
4201 Interest	0	0	0			
4055 HOPTR	212	210	210	200	200	200
4401 Other Misc Revenue	0	0	0			
<b>Total Revenue</b>	<b>26,274</b>	<b>29,091</b>	<b>27,456</b>	<b>25,750</b>	<b>28,176</b>	<b>28,176</b>

USES OF FINANCING	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures
5106 Insurance	100	96	119	100	109	109
5166 Cost Allocation	1,142	875	767	1,142	1,482	1,482
5171 Prop Tax Admin Fee	2,488	2,654	3,240	2,300	2,300	2,300
5177 Treasurers fee	0	0	0	50	50	50
6403 Alleghany Library	1,500	1,500	1,500	1,800	1,800	1,800
6403 Sierra City Library	6,532	7,896	4,627	4,890	4,890	4,890
5155 Misc Expenses	0	0	0	4,675	4,675	4,675
7002 Street Lights	3,797	4,468	3,427	5,000	5,000	5,000
7003 Street & Road Services	0	0	0	2,000	2,000	2,000
7004 Parks & Recreation	0	0	0	2,000	2,000	2,000
7006 Misc Expenses	0	0	0	0	0	0
7600 Transfers Parks & Recreation	1,404	3,463	786	1,700	1,700	1,700
<b>Total Expenditures</b>	<b>16,963</b>	<b>20,952</b>	<b>14,466</b>	<b>25,657</b>	<b>26,006</b>	<b>26,006</b>

COUNTY OF SIERRA  
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name  
Function  
Supervisor  
Location  
Fund  
Budget Unit

COUNTY SERVICE AREA 3  
General  
Calpine, Sierraville  
203 CSA 3  
2030000

DESCRIPTION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PROPOSED (6)	2020-21 Final (7)
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SOURCE OF FINANCING	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue
4001 Current Secured Prop Tax	13,086	14,017	14,534	12,500	14,594	14,594
4002 Current Unsecured Prop Tax	453	421	516	525	525	525
4004 Prior Unsecured Prop Tax	(134)	91	41			
4005 Supplemental Roll Prop Tax	109	87	192			
4007 Timber Yield Taxes	870	2,145	487	1,324	1,324	1,324
4201 Interest	0	0	0			
4055 HOPTR	140	141	140	166	166	166
4411 Transferses In	0	0	0	5,000	4,542	4,542
<b>Total Revenue</b>	<b>14,523</b>	<b>16,903</b>	<b>15,911</b>	<b>19,515</b>	<b>21,151</b>	<b>21,151</b>

USES OF FINANCING	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures
5106 Insurance	100	96	119	100	109	109
5166 Cost Allocation	1,042	703	659	1,042	1,188	1,188
5171 Prop Tax Admin Fee	1,421	1,502	1,864	1,400	1,400	1,400
5177 Treasurers fees	0	0	0	3	3	3
7001 Fire Services	0	0	0			
7002 Street Lights	13,145	13,137	13,152	13,000	14,000	14,000
7003 Street & Road Services	0	0	0			
7004 Parks & Recreation	0	0	0	1,550	1,550	1,550
7006 Miscellaneous Services	0	0	0	2,420	2,420	2,901
<b>Total Expenditures</b>	<b>15,709</b>	<b>15,438</b>	<b>15,794</b>	<b>19,515</b>	<b>20,670</b>	<b>21,151</b>

COUNTY OF SIERRA  
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name  
Function  
Supervisor  
Location  
Fund  
Budget Unit

COUNTY SERVICE AREA 4  
General  
Loyalton, Verdi  
204 CSA 4  
2040000

DESCRIPTION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PROPOSED (6)	2020-21 Final (7)
<b>SOURCE OF FINANCING</b>						
	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue
4001 Current Secured Prop Tax	6,513	6,693	1,993	6,171	1,997	1,997
4002 Current Unsecured Prop Tax	209	189	44	260	48	48
4004 Prior Unsecured Prop Tax	(60)	37	3			
4005 Supplemental Roll Prop Tax	50	39	16			
4007 Timber Yield Taxes	40	98	22	70	70	70
4201 Interest	0	0	0			
4055 State Aid - HOPTR	65	63	12	66	66	66
4401 Other Misc Revenue	0	0	0			
<b>Total Revenue</b>	<b>6,816</b>	<b>7,119</b>	<b>2,091</b>	<b>6,567</b>	<b>2,181</b>	<b>2,181</b>

<b>USES OF FINANCING</b>						
	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures
5106 Insurance	100	96	119	100	109	109
5166 Cost Allocation	317	244	245	317	361	361
5171 Prop Tax Admin Fee	701	735	888	850	800	800
5163 Office Exp	0	0	0			
7002 Street Lights	344	925	710	300	1,000	910
7003 Street & Road Services	0	0	0			
7001 Fire Services	5,000	5,000	0	5,000		
5177 TREASURER'S FEES	0	0	0			
6403 SPECIAL DEPARTMEN	0	0	0	7,800	7,900	7,900
7006 Park & Recreation	0	0	0			
	0	0	0			
<b>Total Expenditures</b>	<b>6,461</b>	<b>7,001</b>	<b>1,961</b>	<b>14,367</b>	<b>10,169</b>	<b>10,079</b>

\* Verdi

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

COUNTY OF SIERRA  
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name  
Function  
Supervisor  
Location  
Fund  
Budget Unit

COUNTY SERVICE AREA 5  
General  
Loyalton, Sierra Brooks  
2005 CSA 5  
2050000

DESCRIPTION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PROPOSED (6)	2020-21 Final (7)
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SOURCE OF FINANCING	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue
4001 Current Secured Prop Tax	13,436	14,521	12,149	13,000	12,200	12,200
4002 Current Unsecured Prop Tax	456	430	438	581	480	480
4004 Prior Unsecured Prop Tax	(139)	97	35			
4005 Supplemental Roll Prop Tax	110	88	163			
4007 Timber Yield Taxes	10	25	6	18	18	18
4201 Interest	0	0	0			
4055 State Aid - HOPTR	122	125	103	132	132	132
4411 Transfers In	0	0	0	5,324	1,245	1,245
<b>Total Revenue</b>	<b>13,994</b>	<b>15,287</b>	<b>12,894</b>	<b>19,055</b>	<b>14,075</b>	<b>14,075</b>

USES OF FINANCING	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures
5106 Insurance	100	96	119	100	109	109
5163 Office Expense	0	0	0			
5165 Professional & Specialized	0	0	0			
5166 Cost Allocation	1,515	1,061	816	1,515	1,446	1,446
5171 Prop Tax Admin Fee	1,471	1,535	1,928	1,910	1,910	1,910
5177 TREASURER'S FEES	0	0	0	30	31	31
	0	0	0			
	0	0	0			
6403 Loyalton Library	10,173	9,978	10,188	10,500	10,500	10,500
7001 Fire Services	5,000	5,000	0	5,000		
7006 Miscellaneous Services	0	0	0			79
7005 Waste Disposal	0	0	0			
	0	0	0			
<b>Total Expenditures</b>	<b>18,259</b>	<b>17,670</b>	<b>13,050</b>	<b>19,055</b>	<b>13,996</b>	<b>14,075</b>

COUNTY OF SIERRA  
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name  
Function  
Supervisor  
Location  
Fund  
Budget Unit

COUNTY SERVICE AREA 4A-5A  
Water Service  
  
Sierra Brooks  
207 CSA 4A  
2070000

DESCRIPTION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PROPOSED (6)	2020-21 Final (7)
<b>SOURCE OF FINANCING</b>						
	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue
4001 Current Secured Prop Tax	90,250	100,924	60,079	79,214	67,287	67,287
4002 Current Unsecured Prop Tax	3,181	3,098	2,464	3,759	2,710	2,710
4004 Prior Unsecured Prop Tax	(823)	753	195			
4005 Supplemental Roll Prop Tax	765	636	918			
4007 Timber Yield Taxes	0	0	0			
4055 HOPTR	983	1,038	669	966	966	966
4201 Interest	1,923	1,283	900	800	2,000	2,000
4526 Water - Special Tax	65,625	65,625	65,745	65,865	65,745	65,745
4521 Water Fees	0	0	0		44,525	44,525
4545 Water Conections	0	2,200	4,050		0	0
<b>Total Revenue</b>	<b>161,904</b>	<b>175,557</b>	<b>135,020</b>	<b>150,604</b>	<b>183,233</b>	<b>183,233</b>
<b>USES OF FINANCING</b>						
	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures
<b>Wages &amp; Benefits</b>						
5000 Wages	6,957	18,759	23,015	24,343	25,372	25,372
5001 Extra Help	0	0	0			
5002 Over Time	536	307	7	5,000	5,000	5,000
5004 Retirement	3,073	4,791	5,409	12,287	13,356	13,356
5007 Benefit	7,889	13,139	13,987	8,743	8,822	8,822
<b>Total Wages &amp; Benefits</b>	<b>18,456</b>	<b>36,995</b>	<b>42,417</b>	<b>50,373</b>	<b>52,549</b>	<b>52,549</b>
<b>Water Operations</b>						
7009 Utilities	34,165	67,341	42,206	55,000	55,000	55,000
7010 Water System Maintenance	19,996	21,141	5,876	18,000	18,000	18,000
7011 System Repairs	59,150	31,676	1,861	5,000	5,000	5,000
7012 Water Fee Admin	12,466	13,405	1,386	20,000	20,000	20,000
7003 Road Charges System	27,298	42,324	0	15,000	15,000	15,000
5244 Maint Vehicle	1,958	861	2,150	1,688	1,688	1,688
<b>Total Services &amp; supplies</b>	<b>155,033</b>	<b>176,748</b>	<b>53,479</b>	<b>114,688</b>	<b>114,688</b>	<b>114,688</b>
<b>Non Operating</b>						
5120 Communications AT&T	843	889	861	900	900	900
5106 Insurance	398	389	563	563	472	472
5160 Office Expense	465	1,546	1,685	1,600	1,600	1,600
5166 Cost Allocation	3,395	2,534	7,047	7,047	10,384	10,384
5171 Prop Tax Admin Fee	9,416	10,384	13,436	8,000	8,000	8,000
5177 Treasures fees	0	0	0	0	0	0
5165 Contract Services	4,452	0	67	0		
Training	410	505	590			
7004 Parks & Rec	0	0	0	0	0	10,000
7001 Fire Services	15,000	15,000	0	0		
7008 Flood Controle	0	0	0	2,000	2,000	2,000
<b>Total Other Charges</b>	<b>34,379</b>	<b>31,247</b>	<b>24,250</b>	<b>20,110</b>	<b>23,356</b>	<b>33,356</b>
7600 Transfers - new construction	0	0	0	80,000	80,000	0
<b>Total Expenditures</b>	<b>207,867</b>	<b>244,990</b>	<b>120,146</b>	<b>265,171</b>	<b>270,594</b>	<b>200,594</b>
Number of Personnel Budgeted	0.5	0.5	0.5	0.5	0.50	0.50

STATE CONTROLLER  
COUNTY BUDGET ACT

BOARD-CONTROLLED DISTRICT

COUNTY OF SIERRA  
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name  
Function  
Supervisor  
Location  
Fund  
Budget Unit

CSA 4A-5A BOND  
Debt Service  
  
Sierra Brooks  
207 CSA 4A-5A  
2071000

DESCRIPTION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PROPOSED (6)	2020-21 Final (7)
<b>SOURCE OF FINANCING</b>	<b>Revenue</b>	<b>Revenue</b>	<b>Revenue</b>	<b>Revenue</b>	<b>Revenue</b>	<b>Revenue</b>
4050 Bond-Current Secured Prop Tax	0	0	91,375		91,375	91,375
4051 Bond-Current Unsecured Prop Tax	0	0	0			
4053 Bond-Prior Unsecured Prop Tax	0	0	0			
4054 Bond-Supplemental Roll Prop Tax	0	0	0			
4055 HOPTR	0	0	0			
4201 Interest	0	0	0			
0 Water Conections	0	0	0		0	
<b>Total Revenue</b>	<b>0</b>	<b>0</b>	<b>91,375</b>	<b>0</b>	<b>91,375</b>	<b>91,375</b>
<b>USES OF FINANCING</b>	<b>Expenditures</b>	<b>Expenditures</b>	<b>Expenditures</b>	<b>Expenditures</b>	<b>Expenditures</b>	<b>Expenditures</b>
<b>Wages &amp; Benefits</b>						
5000 Wages						
5001 Extra Help						
5002 Over Time						
5004 Retirement						
5007 Benefit						
<b>Total Wages &amp; Benefits</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Water Operations</b>						
5310 Interest on Debt	0	0	5,617		91,375	91,375
5312 Principle Payment	0	0	0			
<b>Total Services &amp; supplies</b>	<b>0</b>	<b>0</b>	<b>5,617</b>	<b>0</b>	<b>91,375</b>	<b>91,375</b>
<b>Total Other Charges</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>5,617</b>	<b>0</b>	<b>91,375</b>	<b>91,375</b>
Number of Personnel Budgeted						

STATE CONTROLLER  
COUNTY BUDGET ACT

BOARD-CONTROLLED DISTRICT

COUNTY OF SIERRA  
STATE OF CALIFORNIA

FISCAL YEAR 2020-21

Budget Name  
Function  
Supervisor  
Location  
Fund  
Budget Unit

**CSA 4A-5A CAPITAL PROJECTS**  
Water Service  
  
**Sierra Brooks**  
**207 CSA 4A-5A**  
2072000

DESCRIPTION (1)	2017-18 ACTUAL (2)	2018-19 ACTUAL (3)	2019-20 ESTIMATED (4)	2019-20 ADOPTED (5)	2020-21 PROPOSED (6)	2020-21 Final (7)
<b>SOURCE OF FINANCING</b>	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue
4201 Interest	0	0	0			
4284 Federal Grant	0	0	0	1,243,439	1,243,439	1,243,439
4050 Other Misc Rev. - <b>Loan Proceeds</b>	0	0	1,078,793	2,080,145	2,080,145	1,001,352
4711 Transfers in from Operating				80,000	80,000	80,000
4700 Loan Paid in full up front				44,855	44,855	44,855
<b>Total Revenue</b>	<b>0</b>	<b>0</b>	<b>1,078,793</b>	<b>3,448,439</b>	<b>3,448,439</b>	<b>2,369,646</b>
<b>USES OF FINANCING</b>	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures
<b>Wages &amp; Benefits</b>						
5000 Wages						
5001 Extra Help						
5002 Over Time						
5004 Retirement						
5007 Benefit						
<b>Total Wages &amp; Benefits</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Other Charges</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
6226 <b>Capital Improvements Project</b>	0	0	2,742,362		<b>3,323,584</b>	<b>3,323,584</b>
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>2,742,362</b>	<b>0</b>	<b>3,323,584</b>	<b>3,323,584</b>

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

<b>MEETING DATE:</b> August 18, 2020	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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**DEPARTMENT:** Clerk-Recorder  
**APPROVING PARTY:** Heather Foster, Clerk of the Board  
**PHONE NUMBER:** 530-289-3295

**AGENDA ITEM:** Minutes from the County Service Area Board of Directors meeting held on June 16, 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><b>BOARD ACTION:</b> <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



**STATE OF CALIFORNIA, COUNTY OF SIERRA  
COUNTY SERVICE AREA (CSA)  
BOARD OF DIRECTORS  
MINUTES**

**JUNE 16, 2020**

The Sierra County Board of Directors for County Service Areas met on Tuesday, June 16, 2020 via teleconference.

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

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

The County Service Area Board of Directors convened at 1:33 p.m.

**10.D. 1:30 P.M. COUNTY SERVICE AREA BOARD OF DIRECTORS**

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

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

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

The Director of Public Works provided background on the Sierra County Fire Protection District annexation of Verdi and Long Valley in order to provide fire protection services through an agreement with Truckee Meadows Fire Protection District, and the property tax agreement which

June 16, 2020

provides a portion of property taxes to pay part of the agreement with Truckee Meadows Fire Protection District along with the expectation that property owners benefiting from the service would also pay an assessment through the formation of a county service area zone.

The Director continued to review the process outlined in the California Government Code to create a county service area zone; the special tax in the existing County Service Area 4 – Verdi Zone which will be repealed and the zone dissolved as a condition of the creation of the new zone and assessment; and the proposed resolution adopting the assessment engineering report and setting the public hearing on the proposed assessment under Proposition 218.

At 1:45 a.m. Chair Beard opened the public hearing.

Public comments were received by Ann Marie McCann, Verdi; Robert Duffield, Verdi; and Candy Hunter, Verdi.

Following public comment and discussion, Chair Beard closed the public hearing at 2:04 p.m. with no further persons addressing the Board.

In response to Deputy County Counsel's inquiry, the Clerk clarified for the record that no protests to the formation of County Service Area 4, Zone 4B were received.

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

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

**ADOPTED**, CSA Resolution 2020-002. Motion: Roen/Huebner/Unanimous Roll Call Vote: 5/0

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

The Director of Public Works reviewed the engineering report prepared by Bastian Engineering which report validates the process and proposed fee of \$156.52 per year, per improved parcel.

The Board moved to adopt the resolution approving the engineering report and proposed fee to be imposed within the newly formed County Service Area 4, Zone 4B that will be subject to a Proposition 218 protest hearing conducted on August 4, 2020.

**ADOPTED**, CSA Resolution 2020-003. Motion: Huebner/Roen/Unanimous Roll Call Vote: 5/0

June 16, 2020

The Board moved to adopt the resolution calling a public hearing on the proposed assessment fee for County Service Area 4, Zone 4B Verdi and Long Valley Fire Protection and Emergency Medical Services to be held at 10:00 a.m. on August 4, 2020 in Downieville, CA and authorized the Clerk to make necessary changes to the proposed notice of hearing with respect to the Governor's stay at home order.

**ADOPTED**, CSA Resolution 2020-004. Motion: Huebner/Roen/Unanimous Roll Call Vote: 5/0

**ADJOURN**

At 2:21 p.m. with no further business, Chair Beard adjourned the meeting of the County Service Area (CSA) Board of Directors.

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JIM BEARD, CHAIR  
BOARD OF SUPERVISORS

ATTEST:

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HEATHER FOSTER  
CLERK TO THE BOARD

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

<b>MEETING DATE:</b> August , 20	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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<b>DEPARTMENT:</b> Board of Supervisors <b>APPROVING PARTY:</b> Heather Foster, Clerk of the Board <b>PHONE NUMBER:</b> 530-289-3295
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**AGENDA ITEM:** Presentation by the Alliance for Workforce Development, Inc. on business and job seeker services provided to Sierra County for Fiscal Year 20 /20 .

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

**BACKGROUND INFORMATION:**

**FUNDING SOURCE:** N/A

**GENERAL FUND IMPACT:** No General Fund Impact

**OTHER FUND:**

**AMOUNT:** \$ N/A

**ARE ADDITIONAL PERSONNEL REQUIRED?**

Yes, -- --  
No

**IS THIS ITEM ALLOCATED IN THE BUDGET?** Yes No

**IS A BUDGET TRANSFER REQUIRED?** Yes No

**SPACE BELOW FOR CLERK'S USE**

<p><b>BOARD ACTION:</b></p> <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</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 2019- _____ Agreement 2019- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus</p>
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**COMMENTS:**

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CLERK TO THE BOARD \_\_\_\_\_ DATE \_\_\_\_\_

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

<b>MEETING DATE:</b> August 18, 2020	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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**DEPARTMENT:** County Clerk-Recorder/Elections  
**APPROVING PARTY:** Heather Foster, Clerk-Recorder  
**PHONE NUMBER:** 530-289-3295

**AGENDA ITEM:** Resolution approving contract between the County of Sierra and the California Secretary of State to provide the County with reimbursement to comply with HAVA Section 101 for costs associated with the national emergency related to coronavirus.

**SUPPORTIVE DOCUMENTS ATTACHED:**  Memo  Resolution  Agreement  Other  
See attached resolution and proposed agreement

**BACKGROUND INFORMATION:**

**FUNDING SOURCE:** HAVA Grant Funding  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$7,967 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><b>BOARD ACTION:</b></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:**

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\_\_\_\_\_  
CLERK TO THE BOARD

\_\_\_\_\_  
DATE



July 27, 2020

County Clerk/Registrar of Voters (CC/ROV) Memorandum #20160

TO: All County Clerks/Registrars of Voters

FROM: /s/ Susan Lapsley  
 Deputy Secretary of State, HAVA Director and Counsel

RE: General Election: November 2020 Coronavirus Funding – County Allocations

Assembly Bill 89 and Assembly Bill 100 were signed by Governor Newsom on June 29, 2020, to appropriate state and county funding for the November 2020 election consistent with state requirements put in place to reduce the spread of COVID-19.

Based on the considerations set forth in the budget bills, previous allocations, and reports provided by counties, the allocation of COVID-19 state and federal funding that will be reflected in contracts for each county is identified below. As indicated in CC/ROV Memorandum [#20153](#), no county match is required to receive these funds. These funds can be used for costs that are in addition to normal election costs and do not supplant funds already allocated under state or local budget authority, as part of the normal conduct of elections.

As set forth below, a portion of the funding can be used to conduct the November 2020 election in the face of the COVID-19 pandemic, which can include increased costs related to all aspects of voting by mail, equipment needs for processing increased vote-by-mail ballots and meeting the in-person voting requirements, permanent and temporary staffing, additional security, specialized training of staff and election workers, cleaning and disinfection, personal protective equipment, and polling locations and election facilities. Another portion is to be used for outreach and communication.

The final contracts will be issued to each county beginning next week and will set forth the county allocation, allowable costs and requirements for reimbursement.

County	General COVID-19 Funding	Outreach and Communication
Alameda	\$ 2,918,880.00	\$ 534,456.00
Alpine	\$ 2,500.00	\$ 458.00
Amador	\$ 56,305.00	\$ 13,775.00

Butte	\$	275,822.00	\$	67,481.00
Calaveras	\$	70,958.00	\$	17,360.00
Colusa	\$	28,844.00	\$	5,281.00
Contra Costa	\$	2,084,931.00	\$	381,757.00
Del Norte	\$	48,159.00	\$	8,818.00
El Dorado	\$	296,706.00	\$	72,590.00
Fresno	\$	1,119,088.00	\$	273,789.00
Glenn	\$	42,677.00	\$	7,814.00
Humboldt	\$	251,223.00	\$	46,000.00
Imperial	\$	244,603.00	\$	44,788.00
Inyo	\$	31,812.00	\$	5,825.00
Kern	\$	1,266,154.00	\$	231,836.00
Kings	\$	176,806.00	\$	32,374.00
Lake	\$	107,549.00	\$	19,693.00
Lassen	\$	44,498.00	\$	8,148.00
Los Angeles	\$	13,168,334.00	\$	3,221,681.00
Madera	\$	146,837.00	\$	35,924.00
Marin	\$	527,393.00	\$	96,567.00
Mariposa	\$	25,915.00	\$	6,340.00
Mendocino	\$	166,859.00	\$	30,552.00
Merced	\$	332,137.00	\$	60,815.00
Modoc	\$	15,810.00	\$	2,895.00
Mono	\$	22,506.00	\$	4,121.00
Monterey	\$	619,335.00	\$	113,402.00
Napa	\$	191,507.00	\$	46,853.00
Nevada	\$	161,794.00	\$	39,583.00
Orange	\$	3,880,161.00	\$	949,295.00
Placer	\$	786,463.00	\$	144,004.00
Plumas	\$	40,247.00	\$	7,369.00
Riverside	\$	3,541,061.00	\$	648,379.00
Sacramento	\$	1,943,529.00	\$	475,491.00
San Benito	\$	102,944.00	\$	18,849.00
San Bernardino	\$	3,223,449.00	\$	590,223.00
San Diego	\$	5,792,680.00	\$	1,060,657.00
San Francisco	\$	1,602,688.00	\$	293,457.00
San Joaquin	\$	1,035,593.00	\$	189,620.00
San Luis Obispo	\$	559,377.00	\$	102,423.00
San Mateo	\$	990,688.00	\$	242,375.00
Santa Barbara	\$	719,821.00	\$	131,801.00
Santa Clara	\$	2,258,413.00	\$	552,529.00
Santa Cruz	\$	518,967.00	\$	95,024.00

Shasta	\$	329,526.00	\$	60,337.00
Sierra	\$	6,734.00	\$	1,233.00
Siskiyou	\$	87,747.00	\$	16,067.00
Solano	\$	758,977.00	\$	138,971.00
Sonoma	\$	886,086.00	\$	162,245.00
Stanislaus	\$	828,950.00	\$	151,783.00
Sutter	\$	153,603.00	\$	28,125.00
Tehama	\$	111,299.00	\$	20,379.00
Trinity	\$	25,050.00	\$	4,587.00
Tulare	\$	580,765.00	\$	106,340.00
Tuolumne	\$	77,304.00	\$	18,913.00
Ventura	\$	1,469,400.00	\$	269,051.00
Yolo	\$	372,334.00	\$	68,175.00
Yuba	\$	116,438.00	\$	21,320.00

If you have any questions about your allocation, the status of your contract or reimbursement claims, please contact Kathryn Chaney at (916) 695-1657 or by email [kchaney@sos.ca.gov](mailto:kchaney@sos.ca.gov).

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

**RESOLUTION APPROVING SIERRA COUNTY ENTERING INTO A CONTRACT TO PROVIDE COUNTY WITH REIMBURSEMENT TO COMPLY WITH HAVA SECTION 101 FOR COSTS ASSOCIATED WITH THE NATIONAL EMERGENCY RELATED TO CORONAVIRUS**

**Resolution 2020-**

**WHEREAS**, the Help America Vote Act of 2002 has been enacted to improve election administration and to provide Counties with federal funds to assist in complying with the requirements of HAVA; and

**WHEREAS**, new federal HAVA funding was authorized by the federal Coronavirus Aid, Relief and Economic Security (CARES) Act to be used for election activities related to the coronavirus pandemic; and

**WHEREAS**, the purpose of this agreement is to provide the County of Sierra with federal reimbursement funds (HAVA 101 funds) for additional costs associated with the national emergency related coronavirus; and

**WHEREAS**, the County will enter into an agreement with the Secretary of State to receive the maximum grant amount of \$7,967.00 for participating in activities outlined in the proposed Agreement No. \_\_\_\_\_, Sierra County Agreement No. 2020-\_\_\_\_\_, which funds must be expended by December 31, 2020 and require a 20% match.

**NOW, THEREFORE, BE IT RESOLVED** that the Sierra County Board of Supervisors, County of Sierra, State of California does:

1. Approves the execution of an agreement between the County of Sierra and the Secretary of State to receive HAVA Section 101 grant funds; and
2. Authorizes the County Clerk to conduct all negotiations, execute and submit all documents including, but not limited to, payment requests for reimbursement of HAVA Section 101 authorized expenditures.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 18<sup>th</sup> day of August, 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

## SCOPE OF WORK

### A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the County of [County] (County) with federal reimbursement funds (HAVA funds), CDFR Number 90.404, administered by the U.S. Election Administration Commission (EAC) to comply with the requirements of HAVA Section 101 for additional costs associated with the national emergency related to coronavirus. The funds are to be spent “to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle,” subject to the provisions of this Agreement and requirements of state and federal law, regulation and procedures. The provisions of this Agreement are to be interpreted to further this purpose.

### B. CONTACTS

The program representatives during the term of Agreement will be:

For County: [Registrar] [Phone]

For State: Kathy Chaney (916) 695-1657

### C. USE OF FUNDS

The funds are to be spent to prevent, prepare for, and respond to coronavirus for the 2020 Federal election cycle. In accordance with EAC guidance, the funds can be used for election related costs incurred after March 28, 2020, in conducting election activities in the face of the coronavirus pandemic. Such costs include, but are not limited to, increased vote by mail, expanded early voting, improving the safety of voting in-person, and staff and election worker salaries and benefits.

Allowable costs are for those costs that are in addition to normal election costs and do not supplant funds already allocated under state or local budget authority to cover the costs. Allowable costs do not include costs that are currently paid with state or local election jurisdiction funds, as part of the normal conduct of elections. Allowable costs include:

#### 1. Vote by Mail

Increased costs related to all aspects of voting by mail are allowable to the extent that they represent expenditures incurred as a result of the pandemic. The funds can be used to cover the costs of the increase in vote

by mail ballots needed due to the pandemic that are not already covered by state or local funds. Allowable uses under this section include:

- a. Additional printing costs,
- b. Additional mailing and postage costs,
- c. Additional envelope costs, and
- d. Ballot tracking costs.

## 2. Equipment

Increased costs related to equipment needs for processing increased vote by mail ballots and meeting the in-person voting requirements are allowable. Allowable costs under this section include:

- a. Automated sorters,
- b. Ballot scanners,
- c. Automated openers,
- d. Signature verification systems,
- e. Acquisition of additional voting equipment, including high speed or central count tabulators
- f. Electronic pollbooks,
- g. Ballot on demand systems,
- h. Drop boxes,
- i. ADA equipment and peripherals,
- j. Additional laptops and mobile IT equipment, and
- k. Software licenses.

## 3. Staffing

Staffing costs, including permanent and temporary staffing, are allowable. This includes salaries and benefits associated with the portion of work as a result of the pandemic. Allowable costs under this section include:

- a. Staff time associated with planning, training, and response,
- b. Temporary elections office staffing,
- c. Overtime salary and benefit costs for elections staff and workers, and
- d. Additional staff or election worker time needed for processing, tabulation, signature verification, voter hotlines, etc.

## 4. Security

Additional security costs incurred due to the pandemic are allowable. These costs may be related to physical security and/or cybersecurity. Allowable costs under this section include:

- a. Costs associated with election offices working remotely while planning and conducting the election due to the pandemic are allowable such as securing systems that enable remote access, ensuring Virtual Private Network and other remote access systems are fully patched, enhancing system monitoring to receive early detection and alerts on abnormal activity, implementing multi-factor

- authentication, ensuring all machines have properly configured firewalls as well as anti-malware and intrusion prevention installed,
- b. Installation and security for drop-boxes, and
- c. Security cameras or systems for additional election facilities.

## 5. Training

Increased costs related to specialized training of staff and election workers due to coronavirus are allowable. Allowable costs under this section include:

- a. Training election workers and staff on proper cleaning processes,
- b. Training election workers and staff on proper voting location set up and configuration,
- c. Training election workers and staff on how to determine, set and maintain proper physical distancing,
- d. Training election workers and staff on proper usage and disposal of personal protective equipment, and
- e. Training of poll workers on sanitization procedures for in-person voting and voting equipment.

## 6. Supplies

Increased costs associated with cleaning and disinfection of election offices, polling location areas and associated voting equipment are allowable.

Similarly, costs associated with providing clean and safe election offices and polling locations for voters and election workers is allowable. Examples of allowable costs include:

- a. Cleaning supplies for polling locations,
- b. Protective masks, gloves and face shields for staff and poll workers,
- c. Hand sanitizer and dispensers,
- d. Electronic wipes,
- e. Pre- and post-election deep cleaning of polling places,
- f. Barrier supplies and construction, and
- g. Table covers/protectors.

## 7. Outreach and Communication

Costs related to voter education and outreach are allowable. The outreach and communication information must be on voting procedure changes, rights or technology. Items intended to “get out the vote” or merely encourage voting are not allowable. Allowable costs under this section include:

- a. Public communication of changes in registration, voting locations, ballot return options, or voting procedures, including information on coronavirus precautions being implemented during the voting process,
- b. Development, procurement, and dissemination of communication to voters about changes in registration, voting locations, ballot return options, or voting procedures, including information on coronavirus precautions being implemented during the voting process, and

- c. Public communication encouraging voters to use early voting, where voter crowds may be smaller throughout the day.

8. Facilities

Unanticipated costs for polling locations and election facilities are allowable costs.

- a. Leasing of new polling places when existing sites must be closed,
- b. Leasing of additional election facilities to facilitate physical distancing for election workers,
- c. Additional costs or fees charged by existing sites due to coronavirus,
- d. Costs associated with moving a location from one site to another, and
- e. Additional costs associated with delivery, set up and configuration of polling locations due to coronavirus.

9. Other Costs

The above costs are presumed to be allowable. However, the above costs are not meant to be exhaustive.

D. Expiration and Matching Requirement

The funds must be expended by December 31, 2020. Any funds expended must meet the federally mandated 20% match requirement.



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

**IN THE MATTER OF APPROVING  
ZERO TOLERANCE  
DRUG AND ALCOHOL TESTING POLICY  
FOR TRANSIT OPERATORS UNDER CONTRACT WITH SIERRA COUNTY**

**Resolution 2020-\_\_\_\_\_**

**A. PURPOSE**

- 1) Sierra County provides public transit and paratransit services for the residents of *Sierra County and the City of Loyalton through contracts with Incorporated Senior Citizens of Sierra County and Golden Rays Senior Citizens of Sierra County (hereinafter referred to as "Transit Operators")*. The County requires that these services are delivered safely, efficiently, and to that has established a policy requiring that the Transit Operators maintain a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. The County also requires that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol be prohibited for all employees.
- 2) The purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result or test refusal. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.
- 3) Any provisions set forth in this policy that are included under the sole authority of Sierra County and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of Sierra County will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

## **B. APPLICABILITY**

This Drug and Alcohol Testing Policy applies to all Transit Operator employees, which employees are deemed to be safety-sensitive employees (full-or part-time) when performing safety sensitive duties. See Attachment A for a list of employees and the authority under which they are included.

A safety-sensitive function is operation of transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of revenue service vehicles and any transit employee who operates a non-revenue service vehicle that requires a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

## **C. DEFINITIONS**

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

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

*Adulterated specimen:* A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

*Alcohol:* The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

*Alcohol Concentration:* Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

*Aliquot:* A fractional part of a specimen used for testing. It is taken as a sample representing the whole specimen.

*Canceled Test:* A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is 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 validity test result.

*Covered Employee Under FTA Authority:* An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

*Designated Employer Representative (DER):* An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

*DOT, The Department (DOT Agency):* These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency

*Dilute specimen:* A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

*Disabling damage:* Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

*Evidentiary Breath Testing Device (EBT):* A Device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations and appears on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

*Initial Drug Test: (Screening Drug Test)* The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

*Initial Specimen Validity Test:* The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid.

*Invalid Result:* The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

*Laboratory:* Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

*Limit of Detection (LOD):* The lowest concentration at which a measure and 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 and can be accurately established.

*Medical Review Officer (MRO):* A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed

positive test result, together with his/her medical history, and any other relevant bio-medical information.

*Negative Dilute:* A drug test result which is negative for the five drug/drug metabolites but has a creatinine and specific gravity values that are lower than expected for human urine.

*Negative result:* The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

*Non-negative test result:* A urine specimen that is reported as 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, opioids, amphetamines, or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

*Reconfirmed:* The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

*Rejected for Testing:* The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

*Revenue Service Vehicles:* All transit vehicles that are used for passenger transportation service.

*Safety-sensitive functions:* Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling the movement of a revenue service vehicle; and
- (5) Carrying a firearm for security purposes.

*Split Specimen Collection:* A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

*Substance Abuse Professional (SAP):* A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

*Substituted specimen:* A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

*Test Refusal:* The following are considered a refusal to test if the employee:

- (1) Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
- (2) Fails to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test
- (3) Fails to attempt to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
- (5) Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
- (6) Fails or declines to take a second test the employer or collector has directed you to take

- (7) Fails to undergo a medical examination or evaluation, as directed by the MRO or as directed by the DER
- (8) Fails to cooperate with any part of the testing process
- (9) If the MRO reports that there is verified adulterated or substituted test result
- (10) Failure or refusal to sign Step 2 of the alcohol testing form
- (11) Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process
- (12) Possess or wear a prosthetic or other device that could be used to interfere with the collection process
- (13) Admit to the collector or MRO that you adulterated or substituted the specimen
- (14) Fail to remain readily available following an accident

*Vehicle:* A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

*Verified negative test:* A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

*Verified positive test:* A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

*Validity testing:* The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

#### **D. EDUCATION AND TRAINING**

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

## **E. PROHIBITED SUBSTANCES**

- 1) Prohibited substances addressed by this policy include the following.
  - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines opioids phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy.

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

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a the Transit Operator and Sierra County Department of Transportation supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.

- c. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances containing alcohol in a manner which violates the conduct listed in this policy is prohibited. A random, reasonable suspicion, or follow-up alcohol test can only be performed on a covered employee under 49 CFR Part 655 just before, during, or just after the performance of safety-sensitive job functions. Under Sierra County Department of Transportation authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.

## **F. PROHIBITED CONDUCT**

- 1) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.
- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
- 3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.
- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
  - a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the USDOT-FTA drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT-FTA regulations require the employee to be removed from the performance of safety-sensitive duties until:
    - i. The employee's alcohol concentration measures less than 0.02; or

- ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test
- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- 7) Covered employees are prohibited from consuming of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
- 8) Consistent with the Drug-free Workplace Act of 1988, all Sierra County Department of Transportation employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

## **G. DRUG STATUTE CONVICTION**

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the Transit Operator and the Sierra County Department of Transportation management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q of this policy.

## **H. TESTING REQUIREMENTS**

- 1) Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49 CFR Part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up.
- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion, random, or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Drug and alcohol tests are to be administered through the County of Sierra and coordinated with the County's Department of

Transportation. Under Sierra County authority a non-DOT alcohol test can be performed any time a covered employee is on duty.

- 3) All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with their respective Transit Operator. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

## **I. DRUG TESTING PROCEDURES**

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
- 2) The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) or Liquid Chromatography/Mass Spectrometry (LC/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 or LC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.
- 3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will

- subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to the Sierra County Department of Transportation Drug and Alcohol Program Manager (DAPM). If a legitimate explanation is found, the MRO will report the test result as negative.
- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
  - 5) Any covered employee who questions the results of a required drug test under paragraphs of this policy may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. Sierra County will ensure that the cost for the split specimen are covered in order for a timely analysis of the sample, however the Transit Operator will seek reimbursement for the split sample test from the employee.
  - 6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.
  - 7) The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.
  - 8) Observed collections

- a. Consistent with 49 CFR Part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:
  - i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Sierra County Department of Transportation that there was not an adequate medical explanation for the result;
  - ii. The MRO reports to Sierra County Department of Transportation that the original positive, adulterated, or substituted test result had to be canceled because the test of the split specimen could not be performed;
  - iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
  - iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
  - v. The temperature on the original specimen was out of range;
  - vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
  - vii. All follow-up-tests; or
  - viii. All return-to-duty tests

## **J. ALCOHOL TESTING PROCEDURES**

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of

approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

- 2) A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q. of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.
- 3) Sierra County Department of Transportation affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
- 4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

#### **K. PRE-EMPLOYMENT TESTING**

- 1) All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.

- a. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
- b. An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.
- c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be referred to a list of USDOT Qualified Substance Abuse Professionals. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
- d. When an employee being placed, transferred, or promoted from a non-covered position to a covered position under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.
- e. If a pre-employment test is canceled, Sierra County Department of Transportation will require the applicant to take and pass another pre-employment drug test.
- f. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
- g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- h. Applicants are required (even if ultimately not hired) to provide to the Transit Operator which they are applying to for employment and to *Sierra County Department of Transportation* with signed written

releases requesting USDOT drug and alcohol records from all previous, DOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. The Transit Operator is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a DOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a DOT covered employer, the applicant must provide the Transit Operator which they are applying to for employment and to Sierra County Department of Transportation proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

#### **L. REASONABLE SUSPICION TESTING**

- 1) All Transit Operators covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. A reasonable suspicion drug test can be performed any time the covered employee is on duty.
- 2) The Transit Operator shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.
- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor

making the observation. This written record shall be submitted to the Transit Operator and to Sierra County Department of Transportation.

- 4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with Section Q of this policy. The Transit Operator shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of the Transit Operator. **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

#### **M. POST-ACCIDENT TESTING**

- 1) FATAL ACCIDENTS - A covered employee 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 at the time of the accident, that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident. as determined by the employer using the best information available at the time of the decision.
- 2) NON-FATAL ACCIDENTS - A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:
  - a. The accident results in injuries requiring immediate medical treatment away from the scene unless the covered employee can be completely discounted as a contributing factor to the accident;
  - b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that Transit Operator is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), the Transit Operator may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

## **N. RANDOM TESTING**

- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees.
- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA administrator. The current year testing rates can be viewed online at <https://www.transportation.gov/odapc/random-testing-rates>.
- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- 5) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety sensitive duty. However, under The Transit Operator's authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 6) Employees are required to proceed immediately to the collection site upon notification of their random selection.

## **O. RETURN-TO-DUTY TESTING**

The Transit Operator will be required to and shall terminate the employment of any employee that tests positive or refuses a test as specified in section Q of this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. 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. The SAP will determine whether the employee returning to duty will require a return-to-duty drug test, alcohol test, or both.

#### **P. FOLLOW-UP TESTING**

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

#### **Q. RESULT OF DRUG/ALCOHOL TEST**

- 1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, referred to a list of USDOT qualified Substance Abuse Professionals (SAPs) for assessment, and will be terminated.
- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- 3) Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and a direct act of insubordination and shall result in termination and referral to list of USDOT qualified SAPs. A test refusal includes the following circumstances:

- a. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
  - b. Fails to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
  - c. Fails to attempt to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
  - d. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
  - e. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
  - f. Fails or declines to take a second test the employer or collector has directed you to take
  - g. Fails to undergo a medical examination or evaluation, as directed by the MRO, or as directed by the DER
  - h. Fails to cooperate with any part of the testing process
  - i. If the MRO reports that there is verified adulterated or substituted test result
  - j. Failure or refusal to sign Step 2 of the alcohol testing form
  - k. Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process
  - l. Possess or wear a prosthetic or other device that could be used to interfere with the collection process
  - m. Admit to the collector or MRO that you adulterated or substituted the specimen
  - n. Fail to remain readily available following an accident
- 4) An alcohol test result of  $\geq 0.02$  to  $\leq 0.039$  BAC shall result in the removal of the employee from duty for eight hours or the remainder of the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a NON DOT alcohol test with a result of less than 0.02 BAC. If the employee has an alcohol test result of  $\geq 0.02$  to  $\leq 0.039$  two or more times within a six month period, the employee will be removed from duty and referred for assessment and treatment consistent with Section Q of this policy.

- 5) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
- a. Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return to work agreement;
  - b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from the Transit Operator employment.
    - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced NON DOT follow-up testing as defined in Section P of this policy. These NON-DOT tests will be conducted on NON-DOT testing forms
  - c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. **All tests conducted as part of the return to work agreement will be conducted under company authority and will be performed using non-DOT testing forms.**
  - d. **A self-referral or management referral to the employer's approved counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.**
  - e. Periodic unannounced follow-up drug/alcohol test conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy;.
  - f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Sierra County Department of Transportation.
  - g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
- 6) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

## **R. GRIEVANCE AND APPEAL**

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

#### **S. PROPER APPLICATION OF THE POLICY**

The Transit Operator is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

#### **T. INFORMATION DISCLOSURE**

- 1) Drug/alcohol testing records shall be maintained by the Sierra County Department of Transportation Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need to know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.

- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Sierra County Department of Transportation or the employee.
- 10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken.
- 11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

In accordance with the requirements for use of FTA 5311 Program Funds and applicable provisions of federal laws and regulations, the Sierra County Board of Supervisors adopted the above policy as a requirement to be adhered to by all contractors conducting transit operations under contract with the County on *August 18, 2020 by the following vote:*

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

COUNTY OF SIERRA

\_\_\_\_\_  
JIM BEARD  
CHAIRMAN, BOARD OF

SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
HEATHER FOSTER  
CLERK OF THE BOARD

\_\_\_\_\_  
DAVID PRENTICE  
COUNTY COUNSEL

**Attachment A**

<u>Job Title</u>	<u>Job Duties</u>	<u>Testing Authority</u>
Van Driver	Driving Transit Vehicles	FTA

## Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individuals(s).

### Sierra County Department of Transportation Drug and Alcohol Program Manager

Name: Tim H. Beals

Title: Director of Transportation

Address: P.O. Box 98  
Downieville, CA 95936

Telephone: 530-289-3201

### Sierra County Department of Transportation Department Employee Representative

Name: Judi Behlke

Title: Personnel Analyst

Address: P.O. Box 98  
Downieville, CA 95936

Telephone: 530-289-2879

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

<b>MEETING DATE:</b> August 18, 2020	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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<b>DEPARTMENT:</b> Public Works and Transportation
<b>APPROVING PARTY:</b> Tim H. Beals, Director
<b>PHONE NUMBER:</b> 530-289-3201

**AGENDA ITEM:** Resolution rescinding the following Sierra County Resolutions: 2012-079; 2012-068; 2014-096; 2016-004; 2017-126; 2018-063 with regard to Zero Tolerance Drug and Alcohol Testing Policy for Transit Providers under contract to Sierra County due to the adoption of an updated policy that will supersede these.

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

**BACKGROUND INFORMATION:** It appears that the previous policies have not been rescinded as updates were made, hence this housekeeping resolution.

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

**ARE ADDITIONAL PERSONNEL REQUIRED?**  
 Yes, -- --  
 No

**IS THIS ITEM ALLOCATED IN THE BUDGET?**  Yes  No  
**IS A BUDGET TRANSFER REQUIRED?**  Yes  No

**SPACE BELOW FOR CLERK'S USE**

<p><b>BOARD ACTION:</b></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:**

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\_\_\_\_\_  
 CLERK TO THE BOARD DATE

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

**IN THE MATTER OF RESCINDING  
RESOLUTIONS PERTAINING  
TO ZERO TOLERANCE DRUG TESTING POLICY  
FOR TRANSIT PROVIDERS**

**RESOLUTION 2020-\_\_\_\_\_**

**Be it resolved that** due to the adoption of an updated the approval of an updated Zero Tolerance Drug and Alcohol Testing Policy for transit providers under contract to Sierra County on August 18, 2020, the following Sierra County Resolutions are hereby rescinded:

- Resolution 2012-079
- Resolution 2012-068
- Resolution 2014-096
- Resolution 2016-004
- Resolution 2017-126
- Resolution 2018-063

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 18<sup>th</sup> day of August, 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**

<b>MEETING DATE:</b> August 18, 2020	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
<b>DEPARTMENT:</b> Public Works and Transportation	
<b>APPROVING PARTY:</b> Tim H. Beals, Director	
<b>PHONE NUMBER:</b> 530-289-3201	

**AGENDA ITEM:** Amendment to Agreement 2020-055 for Transportation Services between County of Sierra and Golden Rays Senior Citizens of Sierra County, Inc. for FY 2021 replacing Exhibit C, the Zero Tolerance Drug and Alcohol Testing Policy.

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

**BACKGROUND INFORMATION:** The amendment to the transit agreements is necessitated by the updated Zero Tolerance Drug & Alcohol Testing Policy. It is intended that a copy of the actual, numbered resolution, will be attached to this Amendment after approval.

**FUNDING SOURCE:** TRANSIT, FTA 5311, LTF, STA  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$ N/A

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

**SPACE BELOW FOR CLERK'S USE**

<b>BOARD ACTION:</b> <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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**AGREEMENT NO.**  
(An Amendment to Agreement No. 2020-055)

**AMENDMENT to AGREEMENT  
FOR TRANSPORTATION SERVICES IN SIERRA COUNTY**

The following is an amendment to that certain Agreement No. 2020-055 (“Agreement”) with an Effective Date of July 1, 2020, by and between the County of Sierra, a political subdivision of the State of California (“the County”) and **Golden Rays Senior Citizens (“Non-Profit”)**.

1. Operative Provision 8 of the Agreement refers to the Drug and Alcohol Policy for Transit Operators under contract to Sierra County identified as Exhibit C (Resolution 2018-063). Exhibit C is hereby replaced with Resolution 2020-\_\_\_\_\_, the updated Policy for the Zero Tolerance Drug and Alcohol Testing which was adopted on August 18, 2020, and is attached hereto as Exhibit C.
2. All other terms and conditions of the Agreement to remain the same.
3. This Amendment shall have an Effective Date of August 18, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

COUNTY OF SIERRA

“CONTRACTOR”

\_\_\_\_\_  
James Beard  
Chairman, Board of Supervisors

\_\_\_\_\_  
Golden Rays Senior Citizens of  
Sierra County

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Heather Foster  
Clerk of the Board

\_\_\_\_\_  
David Prentice  
County Counsel

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

**IN THE MATTER OF APPROVING  
ZERO TOLERANCE  
DRUG AND ALCOHOL TESTING POLICY  
FOR TRANSIT OPERATORS UNDER CONTRACT WITH SIERRA COUNTY**

**Resolution 2020-\_\_\_\_\_**

**A. PURPOSE**

- 1) Sierra County provides public transit and paratransit services for the residents of *Sierra County and the City of Loyalton through contracts with Incorporated Senior Citizens of Sierra County and Golden Rays Senior Citizens of Sierra County (hereinafter referred to as "Transit Operators")*. The County requires that these services are delivered safely, efficiently, and to that has established a policy requiring that the Transit Operators maintain a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. The County also requires that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol be prohibited for all employees.
- 2) The purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result or test refusal. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.
- 3) Any provisions set forth in this policy that are included under the sole authority of Sierra County and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of Sierra County will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

## **B. APPLICABILITY**

This Drug and Alcohol Testing Policy applies to all Transit Operator employees, which employees are deemed to be safety-sensitive employees (full-or part-time) when performing safety sensitive duties. See Attachment A for a list of employees and the authority under which they are included.

A safety-sensitive function is operation of transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of revenue service vehicles and any transit employee who operates a non-revenue service vehicle that requires a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

## **C. DEFINITIONS**

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

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

*Adulterated specimen:* A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

*Alcohol:* The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

*Alcohol Concentration:* Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

*Aliquot:* A fractional part of a specimen used for testing. It is taken as a sample representing the whole specimen.

*Canceled Test:* A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is 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 validity test result.

*Covered Employee Under FTA Authority:* An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

*Designated Employer Representative (DER):* An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

*DOT, The Department (DOT Agency):* These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency

*Dilute specimen:* A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

*Disabling damage:* Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

*Evidentiary Breath Testing Device (EBT):* A Device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations and appears on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

*Initial Drug Test: (Screening Drug Test)* The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

*Initial Specimen Validity Test:* The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid.

*Invalid Result:* The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

*Laboratory:* Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

*Limit of Detection (LOD):* The lowest concentration at which a measure and 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 and can be accurately established.

*Medical Review Officer (MRO):* A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed

positive test result, together with his/her medical history, and any other relevant bio-medical information.

*Negative Dilute:* A drug test result which is negative for the five drug/drug metabolites but has a creatinine and specific gravity values that are lower than expected for human urine.

*Negative result:* The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

*Non-negative test result:* A urine specimen that is reported as 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, opioids, amphetamines, or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

*Reconfirmed:* The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

*Rejected for Testing:* The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

*Revenue Service Vehicles:* All transit vehicles that are used for passenger transportation service.

*Safety-sensitive functions:* Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling the movement of a revenue service vehicle; and
- (5) Carrying a firearm for security purposes.

*Split Specimen Collection:* A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

*Substance Abuse Professional (SAP):* A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

*Substituted specimen:* A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

*Test Refusal:* The following are considered a refusal to test if the employee:

- (1) Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
- (2) Fails to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test
- (3) Fails to attempt to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
- (5) Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
- (6) Fails or declines to take a second test the employer or collector has directed you to take

- (7) Fails to undergo a medical examination or evaluation, as directed by the MRO or as directed by the DER
- (8) Fails to cooperate with any part of the testing process
- (9) If the MRO reports that there is verified adulterated or substituted test result
- (10) Failure or refusal to sign Step 2 of the alcohol testing form
- (11) Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process
- (12) Possess or wear a prosthetic or other device that could be used to interfere with the collection process
- (13) Admit to the collector or MRO that you adulterated or substituted the specimen
- (14) Fail to remain readily available following an accident

*Vehicle:* A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

*Verified negative test:* A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

*Verified positive test:* A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

*Validity testing:* The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

#### **D. EDUCATION AND TRAINING**

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

## **E. PROHIBITED SUBSTANCES**

- 1) Prohibited substances addressed by this policy include the following.
  - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines opioids phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy.

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

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a the Transit Operator and Sierra County Department of Transportation supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.

- c. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances containing alcohol in a manner which violates the conduct listed in this policy is prohibited. A random, reasonable suspicion, or follow-up alcohol test can only be performed on a covered employee under 49 CFR Part 655 just before, during, or just after the performance of safety-sensitive job functions. Under Sierra County Department of Transportation authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.

## **F. PROHIBITED CONDUCT**

- 1) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.
- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
- 3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.
- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
  - a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the USDOT-FTA drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT-FTA regulations require the employee to be removed from the performance of safety-sensitive duties until:
    - i. The employee's alcohol concentration measures less than 0.02; or

- ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test
- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- 7) Covered employees are prohibited from consuming of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
- 8) Consistent with the Drug-free Workplace Act of 1988, all Sierra County Department of Transportation employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

## **G. DRUG STATUTE CONVICTION**

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the Transit Operator and the Sierra County Department of Transportation management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q of this policy.

## **H. TESTING REQUIREMENTS**

- 1) Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49 CFR Part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up.
- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion, random, or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Drug and alcohol tests are to be administered through the County of Sierra and coordinated with the County's Department of

Transportation. Under Sierra County authority a non-DOT alcohol test can be performed any time a covered employee is on duty.

- 3) All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with their respective Transit Operator. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

## **I. DRUG TESTING PROCEDURES**

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
- 2) The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) or Liquid Chromatography/Mass Spectrometry (LC/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 or LC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.
- 3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will

- subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to the Sierra County Department of Transportation Drug and Alcohol Program Manager (DAPM). If a legitimate explanation is found, the MRO will report the test result as negative.
- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
  - 5) Any covered employee who questions the results of a required drug test under paragraphs of this policy may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. Sierra County will ensure that the cost for the split specimen are covered in order for a timely analysis of the sample, however the Transit Operator will seek reimbursement for the split sample test from the employee.
  - 6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.
  - 7) The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.
  - 8) Observed collections

- a. Consistent with 49 CFR Part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:
  - i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Sierra County Department of Transportation that there was not an adequate medical explanation for the result;
  - ii. The MRO reports to Sierra County Department of Transportation that the original positive, adulterated, or substituted test result had to be canceled because the test of the split specimen could not be performed;
  - iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
  - iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
  - v. The temperature on the original specimen was out of range;
  - vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
  - vii. All follow-up-tests; or
  - viii. All return-to-duty tests

## **J. ALCOHOL TESTING PROCEDURES**

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of

approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

- 2) A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q. of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.
- 3) Sierra County Department of Transportation affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
- 4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

#### **K. PRE-EMPLOYMENT TESTING**

- 1) All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.

- a. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
- b. An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.
- c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be referred to a list of USDOT Qualified Substance Abuse Professionals. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
- d. When an employee being placed, transferred, or promoted from a non-covered position to a covered position under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.
- e. If a pre-employment test is canceled, Sierra County Department of Transportation will require the applicant to take and pass another pre-employment drug test.
- f. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
- g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- h. Applicants are required (even if ultimately not hired) to provide to the Transit Operator which they are applying to for employment and to *Sierra County Department of Transportation* with signed written

releases requesting USDOT drug and alcohol records from all previous, DOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. The Transit Operator is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a DOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a DOT covered employer, the applicant must provide the Transit Operator which they are applying to for employment and to Sierra County Department of Transportation proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

#### **L. REASONABLE SUSPICION TESTING**

- 1) All Transit Operators covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. A reasonable suspicion drug test can be performed any time the covered employee is on duty.
- 2) The Transit Operator shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.
- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor

making the observation. This written record shall be submitted to the Transit Operator and to Sierra County Department of Transportation.

- 4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with Section Q of this policy. The Transit Operator shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of the Transit Operator. **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

#### **M. POST-ACCIDENT TESTING**

- 1) FATAL ACCIDENTS - A covered employee 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 at the time of the accident, that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident. as determined by the employer using the best information available at the time of the decision.
- 2) NON-FATAL ACCIDENTS - A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:
  - a. The accident results in injuries requiring immediate medical treatment away from the scene unless the covered employee can be completely discounted as a contributing factor to the accident;
  - b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that Transit Operator is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), the Transit Operator may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

## **N. RANDOM TESTING**

- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees.
- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA administrator. The current year testing rates can be viewed online at <https://www.transportation.gov/odapc/random-testing-rates>.
- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- 5) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety sensitive duty. However, under The Transit Operator's authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 6) Employees are required to proceed immediately to the collection site upon notification of their random selection.

## **O. RETURN-TO-DUTY TESTING**

The Transit Operator will be required to and shall terminate the employment of any employee that tests positive or refuses a test as specified in section Q of this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. 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. The SAP will determine whether the employee returning to duty will require a return-to-duty drug test, alcohol test, or both.

#### **P. FOLLOW-UP TESTING**

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

#### **Q. RESULT OF DRUG/ALCOHOL TEST**

- 1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, referred to a list of USDOT qualified Substance Abuse Professionals (SAPs) for assessment, and will be terminated.
- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- 3) Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and a direct act of insubordination and shall result in termination and referral to list of USDOT qualified SAPs. A test refusal includes the following circumstances:

- a. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
  - b. Fails to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
  - c. Fails to attempt to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
  - d. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
  - e. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
  - f. Fails or declines to take a second test the employer or collector has directed you to take
  - g. Fails to undergo a medical examination or evaluation, as directed by the MRO, or as directed by the DER
  - h. Fails to cooperate with any part of the testing process
  - i. If the MRO reports that there is verified adulterated or substituted test result
  - j. Failure or refusal to sign Step 2 of the alcohol testing form
  - k. Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process
  - l. Possess or wear a prosthetic or other device that could be used to interfere with the collection process
  - m. Admit to the collector or MRO that you adulterated or substituted the specimen
  - n. Fail to remain readily available following an accident
- 4) An alcohol test result of  $\geq 0.02$  to  $\leq 0.039$  BAC shall result in the removal of the employee from duty for eight hours or the remainder of the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a NON DOT alcohol test with a result of less than 0.02 BAC. If the employee has an alcohol test result of  $\geq 0.02$  to  $\leq 0.039$  two or more times within a six month period, the employee will be removed from duty and referred for assessment and treatment consistent with Section Q of this policy.

- 5) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
- a. Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return to work agreement;
  - b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from the Transit Operator employment.
    - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced NON DOT follow-up testing as defined in Section P of this policy. These NON-DOT tests will be conducted on NON-DOT testing forms
  - c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. **All tests conducted as part of the return to work agreement will be conducted under company authority and will be performed using non-DOT testing forms.**
  - d. **A self-referral or management referral to the employer's approved counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.**
  - e. Periodic unannounced follow-up drug/alcohol test conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy;.
  - f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Sierra County Department of Transportation.
  - g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
- 6) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

## **R. GRIEVANCE AND APPEAL**

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

## **S. PROPER APPLICATION OF THE POLICY**

The Transit Operator is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

## **T. INFORMATION DISCLOSURE**

- 1) Drug/alcohol testing records shall be maintained by the Sierra County Department of Transportation Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need to know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.

- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Sierra County Department of Transportation or the employee.
- 10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken.
- 11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

In accordance with the requirements for use of FTA 5311 Program Funds and applicable provisions of federal laws and regulations, the Sierra County Board of Supervisors adopted the above policy as a requirement to be adhered to by all contractors conducting transit operations under contract with the County on *August 18, 2020 by the following vote:*

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

COUNTY OF SIERRA

\_\_\_\_\_  
JIM BEARD  
CHAIRMAN, BOARD OF

SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
HEATHER FOSTER  
CLERK OF THE BOARD

\_\_\_\_\_  
DAVID PRENTICE  
COUNTY COUNSEL

**Attachment A**

<u>Job Title</u>	<u>Job Duties</u>	<u>Testing Authority</u>
Van Driver	Driving Transit Vehicles	FTA

## Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individuals(s).

### Sierra County Department of Transportation Drug and Alcohol Program Manager

Name: Tim H. Beals  
Title: Director of Transportation  
Address: P.O. Box 98  
Downieville, CA 95936  
Telephone: 530-289-3201

### Sierra County Department of Transportation Department Employee Representative

Name: Judi Behlke  
Title: Personnel Analyst  
Address: P.O. Box 98  
Downieville, CA 95936  
Telephone: 530-289-2879

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

<b>MEETING DATE:</b> August 18, 2020	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
---	---

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

**AGENDA ITEM:** Amendment to Agreement 2020-056 for Transportation Services between County of Sierra and Incorporated Senior Citizens of Sierra County, Inc. for FY 2021 replacing Exhibit C, the Zero Tolerance Drug and Alcohol Testing Policy.

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

**BACKGROUND INFORMATION:** The amendment to the transit agreements is necessitated by the updated Zero Tolerance Drug & Alcohol Testing Policy. It is intended that a copy of the actual, numbered resolution, will be attached to this Amendment after approval.

**FUNDING SOURCE:** TRANSIT, FTA 5311, LTF, STA  
**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><b>BOARD ACTION:</b></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:**

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 CLERK TO THE BOARD DATE

**AGREEMENT NO.**  
(An Amendment to Agreement No. 2020-056)

**AMENDMENT to AGREEMENT  
FOR TRANSPORTATION SERVICES IN SIERRA COUNTY**

The following is an amendment to that certain Agreement No. 2020-056 (“Agreement”) with an Effective Date of July 1, 2020, by and between the County of Sierra, a political subdivision of the State of California (“the County”) and **Incorporated Senior Citizens of Sierra County (“Non-Profit”)**.

1. Operative Provision 8 of the Agreement refers to the Drug and Alcohol Policy for Transit Operators under contract to Sierra County identified as Exhibit C (Resolution 2018-063). Exhibit C is hereby replaced with Resolution 2020-\_\_\_\_\_, the updated Policy for the Zero Tolerance Drug and Alcohol Testing which was adopted on August 18, 2020, and is attached hereto as Exhibit C.
2. All other terms and conditions of the Agreement to remain the same.
3. This Amendment shall have an Effective Date of August 18, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

COUNTY OF SIERRA

“CONTRACTOR”

\_\_\_\_\_  
James Beard  
Chairman, Board of Supervisors

\_\_\_\_\_  
Incorporated Senior Citizens of  
Sierra County

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Heather Foster  
Clerk of the Board

\_\_\_\_\_  
David Prentice  
County Counsel

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

**IN THE MATTER OF APPROVING  
ZERO TOLERANCE  
DRUG AND ALCOHOL TESTING POLICY  
FOR TRANSIT OPERATORS UNDER CONTRACT WITH SIERRA COUNTY**

**Resolution 2020-\_\_\_\_\_**

**A. PURPOSE**

- 1) Sierra County provides public transit and paratransit services for the residents of *Sierra County and the City of Loyalton through contracts with Incorporated Senior Citizens of Sierra County and Golden Rays Senior Citizens of Sierra County (hereinafter referred to as "Transit Operators")*. The County requires that these services are delivered safely, efficiently, and to that has established a policy requiring that the Transit Operators maintain a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. The County also requires that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol be prohibited for all employees.
- 2) The purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result or test refusal. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.
- 3) Any provisions set forth in this policy that are included under the sole authority of Sierra County and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of Sierra County will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

## **B. APPLICABILITY**

This Drug and Alcohol Testing Policy applies to all Transit Operator employees, which employees are deemed to be safety-sensitive employees (full-or part-time) when performing safety sensitive duties. See Attachment A for a list of employees and the authority under which they are included.

A safety-sensitive function is operation of transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of revenue service vehicles and any transit employee who operates a non-revenue service vehicle that requires a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

## **C. DEFINITIONS**

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

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

*Adulterated specimen:* A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

*Alcohol:* The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

*Alcohol Concentration:* Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

*Aliquot:* A fractional part of a specimen used for testing. It is taken as a sample representing the whole specimen.

*Canceled Test:* A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is 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 validity test result.

*Covered Employee Under FTA Authority:* An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

*Designated Employer Representative (DER):* An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

*DOT, The Department (DOT Agency):* These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency

*Dilute specimen:* A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

*Disabling damage:* Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

*Evidentiary Breath Testing Device (EBT):* A Device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations and appears on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

*Initial Drug Test: (Screening Drug Test)* The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

*Initial Specimen Validity Test:* The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid.

*Invalid Result:* The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

*Laboratory:* Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

*Limit of Detection (LOD):* The lowest concentration at which a measure and 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 and can be accurately established.

*Medical Review Officer (MRO):* A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed

positive test result, together with his/her medical history, and any other relevant bio-medical information.

*Negative Dilute:* A drug test result which is negative for the five drug/drug metabolites but has a creatinine and specific gravity values that are lower than expected for human urine.

*Negative result:* The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

*Non-negative test result:* A urine specimen that is reported as 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, opioids, amphetamines, or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

*Reconfirmed:* The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

*Rejected for Testing:* The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

*Revenue Service Vehicles:* All transit vehicles that are used for passenger transportation service.

*Safety-sensitive functions:* Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling the movement of a revenue service vehicle; and
- (5) Carrying a firearm for security purposes.

*Split Specimen Collection:* A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

*Substance Abuse Professional (SAP):* A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

*Substituted specimen:* A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

*Test Refusal:* The following are considered a refusal to test if the employee:

- (1) Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
- (2) Fails to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test
- (3) Fails to attempt to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
- (5) Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
- (6) Fails or declines to take a second test the employer or collector has directed you to take

- (7) Fails to undergo a medical examination or evaluation, as directed by the MRO or as directed by the DER
- (8) Fails to cooperate with any part of the testing process
- (9) If the MRO reports that there is verified adulterated or substituted test result
- (10) Failure or refusal to sign Step 2 of the alcohol testing form
- (11) Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process
- (12) Possess or wear a prosthetic or other device that could be used to interfere with the collection process
- (13) Admit to the collector or MRO that you adulterated or substituted the specimen
- (14) Fail to remain readily available following an accident

*Vehicle:* A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

*Verified negative test:* A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

*Verified positive test:* A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

*Validity testing:* The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

#### **D. EDUCATION AND TRAINING**

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

## **E. PROHIBITED SUBSTANCES**

- 1) Prohibited substances addressed by this policy include the following.
  - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines opioids phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy.

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

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a the Transit Operator and Sierra County Department of Transportation supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.

- c. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances containing alcohol in a manner which violates the conduct listed in this policy is prohibited. A random, reasonable suspicion, or follow-up alcohol test can only be performed on a covered employee under 49 CFR Part 655 just before, during, or just after the performance of safety-sensitive job functions. Under Sierra County Department of Transportation authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.

## **F. PROHIBITED CONDUCT**

- 1) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.
- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
- 3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.
- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
  - a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the USDOT-FTA drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT-FTA regulations require the employee to be removed from the performance of safety-sensitive duties until:
    - i. The employee's alcohol concentration measures less than 0.02; or

- ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test
- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
  - 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
  - 7) Covered employees are prohibited from consuming of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
  - 8) Consistent with the Drug-free Workplace Act of 1988, all Sierra County Department of Transportation employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

## **G. DRUG STATUTE CONVICTION**

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the Transit Operator and the Sierra County Department of Transportation management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q of this policy.

## **H. TESTING REQUIREMENTS**

- 1) Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49 CFR Part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up.
- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion, random, or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Drug and alcohol tests are to be administered through the County of Sierra and coordinated with the County's Department of

Transportation. Under Sierra County authority a non-DOT alcohol test can be performed any time a covered employee is on duty.

- 3) All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with their respective Transit Operator. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

## **I. DRUG TESTING PROCEDURES**

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
- 2) The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) or Liquid Chromatography/Mass Spectrometry (LC/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 or LC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.
- 3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will

- subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to the Sierra County Department of Transportation Drug and Alcohol Program Manager (DAPM). If a legitimate explanation is found, the MRO will report the test result as negative.
- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
  - 5) Any covered employee who questions the results of a required drug test under paragraphs of this policy may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. Sierra County will ensure that the cost for the split specimen are covered in order for a timely analysis of the sample, however the Transit Operator will seek reimbursement for the split sample test from the employee.
  - 6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.
  - 7) The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.
  - 8) Observed collections

- a. Consistent with 49 CFR Part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:
  - i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Sierra County Department of Transportation that there was not an adequate medical explanation for the result;
  - ii. The MRO reports to Sierra County Department of Transportation that the original positive, adulterated, or substituted test result had to be canceled because the test of the split specimen could not be performed;
  - iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
  - iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
  - v. The temperature on the original specimen was out of range;
  - vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
  - vii. All follow-up-tests; or
  - viii. All return-to-duty tests

## **J. ALCOHOL TESTING PROCEDURES**

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of

approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

- 2) A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q. of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.
- 3) Sierra County Department of Transportation affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
- 4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

#### **K. PRE-EMPLOYMENT TESTING**

- 1) All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.

- a. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
- b. An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.
- c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be referred to a list of USDOT Qualified Substance Abuse Professionals. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
- d. When an employee being placed, transferred, or promoted from a non-covered position to a covered position under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.
- e. If a pre-employment test is canceled, Sierra County Department of Transportation will require the applicant to take and pass another pre-employment drug test.
- f. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
- g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- h. Applicants are required (even if ultimately not hired) to provide to the Transit Operator which they are applying to for employment and to *Sierra County Department of Transportation* with signed written

releases requesting USDOT drug and alcohol records from all previous, DOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. The Transit Operator is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a DOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a DOT covered employer, the applicant must provide the Transit Operator which they are applying to for employment and to Sierra County Department of Transportation proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

#### **L. REASONABLE SUSPICION TESTING**

- 1) All Transit Operators covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. A reasonable suspicion drug test can be performed any time the covered employee is on duty.
- 2) The Transit Operator shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.
- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor

making the observation. This written record shall be submitted to the Transit Operator and to Sierra County Department of Transportation.

- 4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with Section Q of this policy. The Transit Operator shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of the Transit Operator. **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

#### **M. POST-ACCIDENT TESTING**

- 1) FATAL ACCIDENTS - A covered employee 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 at the time of the accident, that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident. as determined by the employer using the best information available at the time of the decision.
- 2) NON-FATAL ACCIDENTS - A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:
  - a. The accident results in injuries requiring immediate medical treatment away from the scene unless the covered employee can be completely discounted as a contributing factor to the accident;
  - b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that Transit Operator is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), the Transit Operator may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

## **N. RANDOM TESTING**

- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees.
- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA administrator. The current year testing rates can be viewed online at <https://www.transportation.gov/odapc/random-testing-rates>.
- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- 5) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety sensitive duty. However, under The Transit Operator's authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 6) Employees are required to proceed immediately to the collection site upon notification of their random selection.

## **O. RETURN-TO-DUTY TESTING**

The Transit Operator will be required to and shall terminate the employment of any employee that tests positive or refuses a test as specified in section Q of this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. 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. The SAP will determine whether the employee returning to duty will require a return-to-duty drug test, alcohol test, or both.

#### **P. FOLLOW-UP TESTING**

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

#### **Q. RESULT OF DRUG/ALCOHOL TEST**

- 1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, referred to a list of USDOT qualified Substance Abuse Professionals (SAPs) for assessment, and will be terminated.
- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- 3) Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and a direct act of insubordination and shall result in termination and referral to list of USDOT qualified SAPs. A test refusal includes the following circumstances:

- a. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
  - b. Fails to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
  - c. Fails to attempt to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
  - d. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
  - e. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
  - f. Fails or declines to take a second test the employer or collector has directed you to take
  - g. Fails to undergo a medical examination or evaluation, as directed by the MRO, or as directed by the DER
  - h. Fails to cooperate with any part of the testing process
  - i. If the MRO reports that there is verified adulterated or substituted test result
  - j. Failure or refusal to sign Step 2 of the alcohol testing form
  - k. Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process
  - l. Possess or wear a prosthetic or other device that could be used to interfere with the collection process
  - m. Admit to the collector or MRO that you adulterated or substituted the specimen
  - n. Fail to remain readily available following an accident
- 4) An alcohol test result of  $\geq 0.02$  to  $\leq 0.039$  BAC shall result in the removal of the employee from duty for eight hours or the remainder of the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a NON DOT alcohol test with a result of less than 0.02 BAC. If the employee has an alcohol test result of  $\geq 0.02$  to  $\leq 0.039$  two or more times within a six month period, the employee will be removed from duty and referred for assessment and treatment consistent with Section Q of this policy.

- 5) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
- a. Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return to work agreement;
  - b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from the Transit Operator employment.
    - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced NON DOT follow-up testing as defined in Section P of this policy. These NON-DOT tests will be conducted on NON-DOT testing forms
  - c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. **All tests conducted as part of the return to work agreement will be conducted under company authority and will be performed using non-DOT testing forms.**
  - d. **A self-referral or management referral to the employer's approved counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.**
  - e. Periodic unannounced follow-up drug/alcohol test conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy;.
  - f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Sierra County Department of Transportation.
  - g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
- 6) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

## **R. GRIEVANCE AND APPEAL**

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

#### **S. PROPER APPLICATION OF THE POLICY**

The Transit Operator is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

#### **T. INFORMATION DISCLOSURE**

- 1) Drug/alcohol testing records shall be maintained by the Sierra County Department of Transportation Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need to know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.

- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Sierra County Department of Transportation or the employee.
- 10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken.
- 11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

In accordance with the requirements for use of FTA 5311 Program Funds and applicable provisions of federal laws and regulations, the Sierra County Board of Supervisors adopted the above policy as a requirement to be adhered to by all contractors conducting transit operations under contract with the County on *August 18, 2020 by the following vote:*

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

COUNTY OF SIERRA

\_\_\_\_\_  
JIM BEARD  
CHAIRMAN, BOARD OF

SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
HEATHER FOSTER  
CLERK OF THE BOARD

\_\_\_\_\_  
DAVID PRENTICE  
COUNTY COUNSEL

**Attachment A**

<u>Job Title</u>	<u>Job Duties</u>	<u>Testing Authority</u>
Van Driver	Driving Transit Vehicles	FTA

## Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individuals(s).

### Sierra County Department of Transportation Drug and Alcohol Program Manager

Name: Tim H. Beals  
Title: Director of Transportation  
Address: P.O. Box 98  
Downieville, CA 95936  
Telephone: 530-289-3201

### Sierra County Department of Transportation Department Employee Representative

Name: Judi Behlke  
Title: Personnel Analyst  
Address: P.O. Box 98  
Downieville, CA 95936  
Telephone: 530-289-2879

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

<b>MEETING DATE:</b> August 18, 2020	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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<b>DEPARTMENT:</b> Office of Emergency Services
<b>APPROVING PARTY:</b> Tim H. Beals, Director
<b>PHONE NUMBER:</b> 530-289-3251

**AGENDA ITEM:** Resolution rescinding Resolution 2020-017 and adopting a resolution authorizing expenditures under the Fiscal Year 19 State Homeland Security Grant Program.

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

**BACKGROUND INFORMATION:** The proposed expenditures represented moves \$1,094.00 out of the Sierra County Emergency Operation Plan Update, into the Downieville Fire Dept. Warning System.

**FUNDING SOURCE:** Homeland Security Grant  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$78,300 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><b>BOARD ACTION:</b></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:**

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\_\_\_\_\_  
 CLERK TO THE BOARD \_\_\_\_\_  
 DATE

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

**IN THE MATTER OF  
APPROVING EXPENDITURES ON THE  
FY 19 STATE HOMELAND SECURITY GRANT PROGRAM**

**RESOLUTION 2020-\_\_\_\_**

**WHEREAS**, the Fiscal Year 2019 Homeland Security Grant was approved and awarded to Sierra County in the amount of \$78,300.00; and,

**WHEREAS**, the Operational Area Emergency Council met on January 23, 2020, reviewed options and determined certain needs; and,

**WHEREAS**, Fire Districts wanting to acquire equipment on this grant must provide Fire Match forms to the Coordinator of Office of Emergency Services.

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Supervisors rescinds Resolution 2020-017 and approves the following expenditures under the FY 2019 Homeland Security Grant:

<b>Sierra County Reverse 911-Code Red</b>	<b>\$ 7,500.00</b>
<b>Oregon Peak Repeater Lease-Sheriff Office</b>	<b>\$ 4,500.00</b>
<b>Sheriff Office Base Station Radio Replacement</b>	<b>\$ 5,284.00</b>
<b>Sheriff Office Antenna Replacement</b>	<b>\$ 5,000.00</b>
<b>Sheriff Office Radio and Antenna Installation</b>	<b>\$ 4,853.00</b>
<b>Downieville Fire Dept. Warning System</b>	<b>\$ 11,093.00</b>
<b>Sierra City Fire JAWS Equipment</b>	<b>\$ 1,248.00</b>
<b>SCFPD#1 Vehicle Stabilization Kit</b>	<b>\$ 6,000.00</b>
<b>Sierra County Emergency Operation Plan Update</b>	<b>\$ 28,907.00</b>
<b><u>Management &amp; Administration</u></b>	<b><u>\$ 3,915.00</u></b>
<b>Total Grant Funding</b>	<b>\$ 78,300.00</b>

**BE IT FURTHER RESOLVED** that the Auditor is hereby authorized to pay purchase orders upon presentation under the FY 19 Homeland Security Grant Program consistent with the resolution and is directed to make any required changes to the County budget accordingly.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 17<sup>th</sup> day of August, 2020, by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

**COUNTY OF SIERRA**

\_\_\_\_\_  
**JAMES BEARD, CHAIR  
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**

<b>MEETING DATE:</b> August 18, 2020	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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<b>DEPARTMENT:</b> Planning Department <b>APPROVING PARTY:</b> Tim H. Beals, Director <b>PHONE NUMBER:</b> 530-289-3201
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**AGENDA ITEM:** Agreement for Indemnification and Reimbursement for Extraordinary Costs for Boris Blanc, Applicant and Michele Ubry, Landowner, of a zone variance for a tower extension, Sierra County Assessor Parcel Number 004-250-011-000.

**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**

<b>BOARD ACTION:</b> <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 INDEMNIFICATION AND  
REIMBURSEMENT FOR EXTRAORDINARY COSTS**

("The Agreement")

SHADED AREAS FOR OFFICE USE ONLY

Boris Blanc ("APPLICANT") and Michele Ubry  
("LANDOWNER"), collectively referred to as "the APPLICANT" have applied to the County of Sierra, a  
political subdivision of the State of California, Sierra ("the County") for:  
Tower Extension Zone Variance  
("the Project")  
(APN) 004-250-011-000

**TERMS AND CONDITIONS**

1. **Conditions to the Project Approval:** All approvals, permits and consents for the project by the County shall only become effective, and are expressly conditioned upon performance by the APPLICANT, and if a separate party, by the LANDOWNER, upon the following:

- 1.1 Full performance of all conditions imposed in connection with the applicable permit or the Project approved.
- 1.2 Posting of any fees for CEQA review required by the California Department of Fish & Wildlife pursuant to AB 3158, in the amount of \$2,406.75 for a Negative Declaration, and \$3,343.25 for an Environmental Impact Report.
- 1.3 Full performance of the terms and conditions hereof.
- 1.4 Compliance with all required mitigation measures of an approved environmental document for the application project.
- 1.5 Security Deposits (if required) for fulfillment of any conditions.

2. **Terms of Agreement:** The terms of this Agreement consist of:

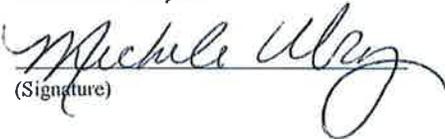
- 2.1 This Indemnification and Reimbursement Agreement facing sheet
- 2.2 The conditions for charging Extraordinary Costs attached as Exhibit A
- 2.3 The Additional Terms attached as Exhibit B
- 2.4 The General Provisions attached as Exhibit C
- 2.5 Notices and Supplemental Terms attached as Exhibit D

This Agreement is entered into as of \_\_\_\_\_, 2020.

**APPLICANT**

  
\_\_\_\_\_  
(Signature)  
Boris Blanc  
\_\_\_\_\_  
(Type or print name)

**LANDOWNER**

  
\_\_\_\_\_  
(Signature)  
  
Michele Ubry  
\_\_\_\_\_  
(Type or print name)

**COUNTY**

\_\_\_\_\_  
James Beard, Chair  
Sierra County Board of Supervisors

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David Prentice  
County Counsel

**ATTEST:**

\_\_\_\_\_  
Heather Foster  
Clerk of the Board

**CONDITIONS FOR CHARGING  
EXTRA COSTS  
EXHIBIT "A"**

**A.1 BACKGROUND**

The County of Sierra is authorized to charge for the actual costs of processing land use permits including all staff and administration and County Counsel time actually expended on the Project. While the County has previously established a schedule of fees for normal permit processing, there are times when the permit fees do not cover the costs incurred by the County for applications requiring significant amounts of staff and/or counsel time and/or in retaining consultants who may need to be retained in conjunction with the processing of an application that is filed with the County. In the event that the processing of an application for a permit, general plan amendment and/or rezoning of property requires, in the judgment of the Planning Department, more than the customary amount of time allocated to a type of application and/or results in the County retaining an outside consultant or consultants (including without limitation incurring fees for counsel), addition fees will be charged to cover the costs incurred by the County. The following events or circumstances (referred to as "Extraordinary Events") are examples (without limitation) of the circumstances that may give rise to extra costs:

- A.1.1** Incomplete or inaccurate information provided by an APPLICANT;
- A.1.2** A change in an application by means of an amendment, correction or otherwise;
- A.1.3** Opposition to a project;
- A.1.4** Submission of a controversial application, whether or not specifically or initially opposed;
- A.1.5** An appeal of a land use decision;
- A.1.6** Non-compliance in whole or in part by an APPLICANT with a condition of an application, a permit or a planning or building department request;
- A.1.7** Delays in processing caused in part by the APPLICANT or the latter's agents;
- A.1.8** Unique, novel or irregular applications or requests by an APPLICANT;
- A.1.9** Other circumstances or events which increase the workload of County staff to process an application.
- A.1.10** Hiring of outside consultants

**A.2 NOTICE OF EXTRAORDINARY EVENT AND REQUEST FOR DEPOSIT**

In the event that one or more Extraordinary Events arise or are reasonably foreseen, the Director of Planning may give written notice thereof to the APPLICANT together with a request for deposit of Extraordinary Costs ("Costs") [Exhibit B - Provision 1.1].

**A.3 SUBMISSION OF DEPOSIT**

Upon receipt of such Notice, APPLICANT shall have ten (10) days to deposit the sums so requested. Failure to comply with a deposit request shall be governed by Exhibit B - Provision 1-6.

**A.4 RIGHT OF WITHDRAWAL**

Extraordinary Costs, the APPLICANT has the right to withdraw or abandon APPLICANT's project and/or application without incurring any further costs beyond those incurred to the date of receipt by the Director of Planning of the Notice to Withdraw or Abandon the Application.

**A.5 OBLIGATION AFTER DEPOSIT**

In the event APPLICANT deposits the costs requested, the County shall proceed or continue with application processing and APPLICANT shall be responsible for the costs as billed, whether or not the latter are covered by or included in the Deposit.

**A.6 FURTHER TERMS AND CONDITIONS**

The use of the Deposit, responsibility for costs and the further terms and conditions of this Agreement are as set forth in Exhibits B and C and, if applicable, Exhibit D hereof.

**A.7 EXTRAORDINARY COST SCHEDULE**

Extraordinary Costs include:

Planning staff -	\$65 per hour [per Resolution # 2005-064]
County Counsel -	At cost
County Counsel Staff -	\$20 per hour
Special Counsel -	As billed to County
Consultants -	As billed to County
Other Costs -	As authorized by County Ordinance or Resolution

**TERMS  
EXHIBIT "B"**

**B.1 DEPOSIT.**

**B.1.1 "INITIAL DEPOSIT."** APPLICANT shall provide funds in the amount set forth in the "Notice of Extraordinary Costs" in the form of a check made payable to the "SIERRA COUNTY TREASURER".

**B.1.2 INCREMENTAL DEPOSITS.** The COUNTY may request deposits in advance of expenditures or obligations for expenditures. With the exception of the requirements of Provision B.2, APPLICANT shall only be liable for the amount of costs actually incurred by the COUNTY to the date of the request for additional deposits. No individual deposit request (exclusive of deposit on consulting contracts) shall exceed \$25,000 without APPLICANT's prior written authorization or assent.

**B.1.3 ADDITIONAL DEPOSITS.** If the deposit or any increases therein is inadequate to pay for Costs actually incurred by the COUNTY, APPLICANT will be notified immediately of the need to supplement the deposit. The APPLICANT shall only be contractually obligated to pay or to increase deposits beyond that which it otherwise agrees up to the limitation set forth in Provision B.2 below.

**B.1.4 USE OF DEPOSITS.** The Initial Deposit constitutes an initial estimate of Extraordinary Costs associated with processing the Application and the initial study. The use of the Initial Deposit funds and all future deposits shall include costs of administrative review, consulting fees, legal review, and any other actual costs incurred in support of the Application processing and any applicable environmental review of the Project (collectively referred to as "Costs".) Costs include those expenses incurred on the Project from its inception. Credit shall be given for any standard application permit fee paid by APPLICANT. Further, deposit will be required in the full amount of any contract or contracts for consulting services. Costs shall include the total dollar amount of all COUNTY personnel time (computed on the basis of hours spent multiplied by the salary and benefit rate paid by the COUNTY to such individual(s)), all fees and costs charged by outside consultants and contract personnel, amounts expended for photo copies, telephone calls, FAX charges, postage, trip expenses (gas, meals, lodging, parking, transportation) and any and all other costs incurred or expended by the COUNTY in direct connection with the Project.

**B.1.5 DRAW DOWN OF DEPOSIT.** On a monthly basis, or on such other time intervals as the Director of the PLANNING DEPARTMENT may deem appropriate, Costs incurred shall be deducted from the Deposit and an accounting of the status of the Deposit shall be provided to the APPLICANT. In the case of Costs expended against billings from outside consultants, the amount of such billing statements shall be provided to the APPLICANT. The APPLICANT shall not be entitled to any detail revealing the substantive contents or "detail of billings" pertaining to legal advisement to the COUNTY by contract attorneys or County Counsel, but shall be entitled to an accounting of the total amounts paid to such attorneys or reimbursement to the COUNTY General Fund, as the case pertains.

**B.1.6 FAILURE TO MAKE DEPOSITS.** In the event that APPLICANT does not make deposits as requested pursuant to the terms hereof, the processing of the Application may be suspended by the COUNTY. The refusal or failure to make a requested deposit within sixty (60) days after request shall constitute an abandonment of the Project by the APPLICANT and shall terminate all processing of the Application. The COUNTY shall not be liable for such termination and APPLICANT hereby indemnifies and holds the COUNTY harmless from any and all claims arising out of such termination including those of APPLICANT. Any request for deposit or payment to the COUNTY must be made in writing and mailed or telefaxed, in accord with "Notices" set forth on Exhibit "A". The APPLICANT shall have ten (10) working days from the date of mailing and telefaxing within which to remit the amount requested before the COUNTY may exercise the remedies for "Failure to make Deposits" set forth herein. Any delay in providing deposits or payments by APPLICANT as requested after the ten (10) days specified herein shall toll any time periods required for document processing by the COUNTY, including those under the Permit Streamlining Act, for the period of time equal to the date of the request for deposit to the date of receipt of the requested deposit minus the ten (10) day performance period ("the Delay Time") if the Delay Time is ten (10) calendar days or less. If the delay exceeds ten (10) calendar days beyond the ten (10) day performance time, then the tolling period shall be equal to the Delay Time plus thirty (30) days.

**B.1.7 DEPOSITS IN EXCESS OF COSTS.** If the actual Cost of the Application and environmental review is less than the deposit, the excess amount will be returned to the APPLICANT or applied toward subsequent phases of environmental review on the APPLICANT's Project or any subsequent projects at the option of the APPLICANT, including the Costs of the EIR or any supplemental environmental reviews. If APPLICANT includes both an APPLICANT and LANDOWNER, both must give joint signed instructions for handling funds.

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The COUNTY shall maintain books and records necessary to track all costs associated with the Project, and to account for all sums deposited and/or paid by the APPLICANT, which records may be inspected in the PLANNING DEPARTMENT by the APPLICANT, a report of which shall be provided to APPLICANT on a monthly basis.

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In the event that any litigation is initiated by any third party in which the COUNTY is named in any capacity arising out of or in connection with the Project, APPLICANT agrees to defend the COUNTY and at the COUNTY's request to appear and represent it at APPLICANT's sole cost and expense; **provided however, that APPLICANT shall not be obligated to defend or indemnify the COUNTY against any claims, actions or litigation arising out of damages, personal injury or death caused by the COUNTY's negligence or willful misconduct.** (The foregoing shall not limit the right of the COUNTY to appear and defend against any or all issues or causes of action.)

## **B.5 INDEMNIFICATION.**

The Undersigned, jointly and severally, do(es) indemnify and agree to hold harmless the County, its Officers, Agents, and employees from and against any and all costs, claims, damages, judgments, or payments in compromise and settlement, including therein all direct and administrative costs, attorneys' fees including county counsel or special counsel fees incurred with respect to any action to attack, set aside, void, or annul any approvals or denials by the County, arising out of or in connection with the Project, whether by way of court action or administrative proceeding. In the event that any action is filed, including but not limited to notice of administrative appeal, summons and complaint, or writ proceeding (collectively referred to as "Action"), the County may request and the Undersigned shall make a deposit in the amount requested by the Director of Public Works, in the initial amount of which shall not exceed ten thousand dollars (\$10,000) to cover initial cost and fees, and shall replenish the deposit on an ongoing basis as may be requested during the ongoing proceedings, if any. In the event that actual costs are less than the sums deposited, the unused balance shall be returned to the Undersigned by warrant made payable to APPLICANT and LANDOWNER as they mutually advise in writing. In the event that the Undersigned fails or refuses to make deposits as requested hereunder, in addition to any and all remedies in law or equity, the County may cease to proceed with any administrative action, any affirmative action, or refuse or abstain from defense of any such action and/or may enter into any stipulation, the results of which voids, retracts or restricts the Project or any permit or entitlement pertaining to the Project.

**GENERAL PROVISIONS**  
**EXHIBIT "C"**

**C.1 INTERPRETATION AND ENFORCEMENT.**

**C.1.1 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**C.1.2 ASSIGNMENT.** This Agreement constitutes a personal contract and no party hereto shall assign or transfer this Agreement, or any part thereof, without the prior written consent of the other(s), unless such transfer is otherwise expressly permitted hereby.

**C.1.3 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

**C.1.4 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

**C.1.5 ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fee, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

**C.1.6 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**C.1.7 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

**C.1.7.1 NUMBER AND GENDER.** In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**C.1.7.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**C.1.8 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**C.1.9 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**C.1.10 MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**C.1.11 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**C.1.12 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**C.1.13 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a Court of

competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**C.1.14 JURISDICTION.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Sierra, State of California.

**C.1.15 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**C.1.16 INCORPORATION OF EXHIBITS.** All exhibits mentioned herein and attached hereto are specifically incorporated herein by this reference and made a part of this Agreement.

**C.1.17 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term a condition herein.

**C.1.18 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon. Both APPLICATION and LANDOWNER shall be jointly and severally responsible and liable for performance hereunder.

**C.1.19 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code (107). For all purposes of compliance by County with a Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the County of Sierra. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this if created; and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

**NOTICE AND SUPPLEMENTAL TERMS**  
**Exhibit "D"**

**D.1 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":

Chairman, Board of Supervisors  
County of Sierra  
Post Office Drawer D  
Downieville, California 95936

With a copy to:

County Counsel  
County of Sierra  
Post Office Drawer D  
Downieville, CA 95936

If to "APPLICANT":

APPLICANT:

Boris Blanc  
Salas O'Brien Engineer  
2700 Watt Ave., Room 4475  
Sacramento, CA

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LANDOWNER:

Michele Ubry  
AT&T  
2700 Watt Ave., Room 4475  
Sacramento, CA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**D.2 SUPPLEMENTAL TERMS.**

none



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

<b>MEETING DATE:</b> August 18, 2020	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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<b>DEPARTMENT:</b> Planning Department
<b>APPROVING PARTY:</b> Tim H. Beals, Director
<b>PHONE NUMBER:</b> 530-289-3201

**AGENDA ITEM:** Agreement for Indemnification and Reimbursement for Extraordinary Costs for Greg and Connie Johnson, Applicant and, Landowner, consideration of a Lot Line Adjustment, located at Downieville, Assessor's Parcel Number 003-071-018-000 and 003-071-017-000.

**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**

<b>BOARD ACTION:</b> <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 INDEMNIFICATION AND  
REIMBURSEMENT FOR EXTRAORDINARY COSTS**  
("The Agreement")

SHADED AREAS FOR OFFICE USE ONLY

Greg & Connie Johnson ("APPLICANT") and Greg & Connie Johnson  
("LANDOWNER"), collectively referred to as "the APPLICANT" have applied to the County of Sierra, a  
political subdivision of the State of California, Sierra ("the County") for:  
Addition of a garage / shop building Lot Line Adjustment  
("the Project")  
(APN) 003-071-018-000, 003-071-017

**TERMS AND CONDITIONS**

1. **Conditions to the Project Approval:** All approvals, permits and consents for the project by the County shall only become effective, and are expressly conditioned upon performance by the APPLICANT, and if a separate party, by the LANDOWNER, upon the following:

- 1.1 Full performance of all conditions imposed in connection with the applicable permit or the Project approved.
- 1.2 Posting of any fees for CEQA review required by the California Department of Fish & Wildlife pursuant to AB 3158, in the amount of \$2,406.75 for a Negative Declaration, and \$3,343.25 for an Environmental Impact Report.
- 1.3 Full performance of the terms and conditions hereof.
- 1.4 Compliance with all required mitigation measures of an approved environmental document for the application project.
- 1.5 Security Deposits (if required) for fulfillment of any conditions.

2. **Terms of Agreement:** The terms of this Agreement consist of:

- 2.1 This Indemnification and Reimbursement Agreement facing sheet
- 2.2 The conditions for charging Extraordinary Costs attached as Exhibit A
- 2.3 The Additional Terms attached as Exhibit B
- 2.4 The General Provisions attached as Exhibit C
- 2.5 Notices and Supplemental Terms attached as Exhibit D

This Agreement is entered into as of \_\_\_\_\_, 2020.

**APPLICANT**

  
(Signature)

Greg & Connie Johnson

(Type or print name)

**LANDOWNER**

  
(Signature)

Greg & Connie Johnson

(Type or print name)

**COUNTY**

\_\_\_\_\_  
James Beard, Chair  
Sierra County Board of Supervisors

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David Prentice  
County Counsel

**ATTEST:**

\_\_\_\_\_  
Heather Foster  
Clerk of the Board

**CONDITIONS FOR CHARGING  
EXTRA COSTS  
EXHIBIT "A"**

**A.1 BACKGROUND**

The County of Sierra is authorized to charge for the actual costs of processing land use permits including all staff and administration and County Counsel time actually expended on the Project. While the County has previously established a schedule of fees for normal permit processing, there are times when the permit fees do not cover the costs incurred by the County for applications requiring significant amounts of staff and/or counsel time and/or in retaining consultants who may need to be retained in conjunction with the processing of an application that is filed with the County. In the event that the processing of an application for a permit, general plan amendment and/or rezoning of property requires, in the judgment of the Planning Department, more than the customary amount of time allocated to a type of application and/or results in the County retaining an outside consultant or consultants (including without limitation incurring fees for counsel), addition fees will be charged to cover the costs incurred by the County. The following events or circumstances (referred to as "Extraordinary Events") are examples (without limitation) of the circumstances that may give rise to extra costs:

- A.1.1 Incomplete or inaccurate information provided by an APPLICANT;
- A.1.2 A change in an application by means of an amendment, correction or otherwise;
- A.1.3 Opposition to a project;
- A.1.4 Submission of a controversial application, whether or not specifically or initially opposed;
- A.1.5 An appeal of a land use decision;
- A.1.6 Non-compliance in whole or in part by an APPLICANT with a condition of an application, a permit or a planning or building department request;
- A.1.7 Delays in processing caused in part by the APPLICANT or the latter's agents;
- A.1.8 Unique, novel or irregular applications or requests by an APPLICANT;
- A.1.9 Other circumstances or events which increase the workload of County staff to process an application.
- A.1.10 Hiring of outside consultants

**A.2 NOTICE OF EXTRAORDINARY EVENT AND REQUEST FOR DEPOSIT**

In the event that one or more Extraordinary Events arise or are reasonably foreseen, the Director of Planning may give written notice thereof to the APPLICANT together with a request for deposit of Extraordinary Costs ("Costs") [Exhibit B - Provision 1.1].

**A.3 SUBMISSION OF DEPOSIT**

Upon receipt of such Notice, APPLICANT shall have ten (10) days to deposit the sums so requested. Failure to comply with a deposit request shall be governed by Exhibit B - Provision 1-6.

**A.4 RIGHT OF WITHDRAWAL**

Extraordinary Costs, the APPLICANT has the right to withdraw or abandon APPLICANT's project and/or application without incurring any further costs beyond those incurred to the date of receipt by the Director of Planning of the Notice to Withdraw or Abandon the Application.

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In the event APPLICANT deposits the costs requested, the County shall proceed or continue with application processing and APPLICANT shall be responsible for the costs as billed, whether or not the latter are covered by or included in the Deposit.

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Extraordinary Costs include:

Planning staff -	\$65 per hour [per Resolution # 2005-064]
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**TERMS  
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In the event that any litigation is initiated by any third party in which the COUNTY is named in any capacity arising out of or in connection with the Project, APPLICANT agrees to defend the COUNTY and at the COUNTY's request to appear and represent it at APPLICANT's sole cost and expense; provided however, that APPLICANT shall not be obligated to defend or indemnify the COUNTY against any claims, actions or litigation arising out of damages, personal injury or death caused by the COUNTY's negligence or willful misconduct. (The foregoing shall not limit the right of the COUNTY to appear and defend against any or all issues or causes of action.)

## **B.5 INDEMNIFICATION.**

The Undersigned, jointly and severally, do(es) indemnify and agree to hold harmless the County, its Officers, Agents, and employees from and against any and all costs, claims, damages, judgments, or payments in compromise and settlement, including therein all direct and administrative costs, attorneys' fees including county counsel or special counsel fees incurred with respect to any action to attack, set aside, void, or annul any approvals or denials by the County, arising out of or in connection with the Project, whether by way of court action or administrative proceeding. In the event that any action is filed, including but not limited to notice of administrative appeal, summons and complaint, or writ proceeding (collectively referred to as "Action"), the County may request and the Undersigned shall make a deposit in the amount requested by the Director of Public Works, in the initial amount of which shall not exceed ten thousand dollars (\$10,000) to cover initial cost and fees, and shall replenish the deposit on an ongoing basis as may be requested during the ongoing proceedings, if any. In the event that actual costs are less than the sums deposited, the unused balance shall be returned to the Undersigned by warrant made payable to APPLICANT and LANDOWNER as they mutually advise in writing. In the event that the Undersigned fails or refuses to make deposits as requested hereunder, in addition to any and all remedies in law or equity, the County may cease to proceed with any administrative action, any affirmative action, or refuse or abstain from defense of any such action and/or may enter into any stipulation, the results of which voids, retracts or restricts the Project or any permit or entitlement pertaining to the Project.

**GENERAL PROVISIONS  
EXHIBIT "C"**

**C.1 INTERPRETATION AND ENFORCEMENT.**

**C.1.1 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**C.1.2 ASSIGNMENT.** This Agreement constitutes a personal contract and no party hereto shall assign or transfer this Agreement, or any part thereof, without the prior written consent of the other(s), unless such transfer is otherwise expressly permitted hereby.

**C.1.3 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

**C.1.4 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

**C.1.5 ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fee, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

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**C.1.7 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

**C.1.7.1 NUMBER AND GENDER.** In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**C.1.7.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**C.1.8 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**C.1.9 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**C.1.10 MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**C.1.11 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**C.1.12 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**C.1.13 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a Court of

competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**C.1.14 JURISDICTION.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Sierra, State of California.

**C.1.15 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**C.1.16 INCORPORATION OF EXHIBITS.** All exhibits mentioned herein and attached hereto are specifically incorporated herein by this reference and made a part of this Agreement.

**C.1.17 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term a condition herein.

**C.1.18 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon. Both APPLICATION and LANDOWNER shall be jointly and severally responsible and liable for performance hereunder.

**C.1.19 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code (107). For all purposes of compliance by County with a Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the County of Sierra. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this if created; and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

**NOTICE AND SUPPLEMENTAL TERMS**  
**Exhibit "D"**

**D.1 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":

Chairman, Board of Supervisors  
County of Sierra  
Post Office Drawer D  
Downieville, California 95936

With a copy to:

County Counsel  
County of Sierra  
Post Office Drawer D  
Downieville, CA 95936

If to "APPLICANT":

**APPLICANT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LANDOWNER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**D.2 SUPPLEMENTAL TERMS.**

none

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

<b>MEETING DATE:</b> August 18, 2020	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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<b>DEPARTMENT:</b> Planning Department
<b>APPROVING PARTY:</b> Tim H. Beals, Director
<b>PHONE NUMBER:</b> 530-289-3201

**AGENDA ITEM:** Agreement for Indemnification and Reimbursement for Extraordinary Costs for Scott Steinwert and Laurie Halliday, Applicant and Landowner. consideration of a Parcel Merger of of Lot 27 and a Portion of Lot 28, located at 506 Main Street, Downieville, Assessor's Parcel Number 003-050-006-0.

**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><b>BOARD ACTION:</b></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:**

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\_\_\_\_\_  
CLERK TO THE BOARD

\_\_\_\_\_  
DATE

**AGREEMENT FOR INDEMNIFICATION AND  
REIMBURSEMENT FOR EXTRAORDINARY COSTS**

("The Agreement")

SHADED AREAS FOR OFFICE USE ONLY

Scott Steinwert and Laurie Halliday ("APPLICANT") and Scott Steinwert and Laurie Halliday ("LANDOWNER"), collectively referred to as "the APPLICANT" have applied to the County of Sierra, a political subdivision of the State of California, Sierra ("the County") for:  
Parcel Merger of Lot 27 and Portion of Lot 28 at 506 Main St, Downieville

("the Project")

(APN) 003-050-006-0

**TERMS AND CONDITIONS**

**1. Conditions to the Project Approval:** All approvals, permits and consents for the project by the County shall only become effective, and are expressly conditioned upon performance by the APPLICANT, and if a separate party, by the LANDOWNER, upon the following:

- 1.1 Full performance of all conditions imposed in connection with the applicable permit or the Project approved.
- 1.2 Posting of any fees for CEQA review required by the California Department of Fish & Wildlife pursuant to AB 3158, in the amount of \$2,406.75 for a Negative Declaration, and \$3,343.25 for an Environmental Impact Report.
- 1.3 Full performance of the terms and conditions hereof.
- 1.4 Compliance with all required mitigation measures of an approved environmental document for the application project.
- 1.5 Security Deposits (if required) for fulfillment of any conditions.

**2. Terms of Agreement:** The terms of this Agreement consist of:

- 2.1 This Indemnification and Reimbursement Agreement facing sheet
- 2.2 The conditions for charging Extraordinary Costs attached as Exhibit A
- 2.3 The Additional Terms attached as Exhibit B
- 2.4 The General Provisions attached as Exhibit C
- 2.5 Notices and Supplemental Terms attached as Exhibit D

This Agreement is entered into as of \_\_\_\_\_, 2020.

**APPLICANT**

**COUNTY**

  
(Signature)

Scott Steinwert & Laurie Halliday

(Type or print name)

\_\_\_\_\_  
James Beard, Chair  
Sierra County Board of Supervisors

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David Prentice  
County Counsel

**LANDOWNER**

Scott Steinwert & Laurie Halliday

(Type or print name)

**ATTEST:**

\_\_\_\_\_  
Heather Foster  
Clerk of the Board

**CONDITIONS FOR CHARGING  
EXTRA COSTS  
EXHIBIT "A"**

**A.1 BACKGROUND**

The County of Sierra is authorized to charge for the actual costs of processing land use permits including all staff and administration and County Counsel time actually expended on the Project. While the County has previously established a schedule of fees for normal permit processing, there are times when the permit fees do not cover the costs incurred by the County for applications requiring significant amounts of staff and/or counsel time and/or in retaining consultants who may need to be retained in conjunction with the processing of an application that is filed with the County. In the event that the processing of an application for a permit, general plan amendment and/or rezoning of property requires, in the judgment of the Planning Department, more than the customary amount of time allocated to a type of application and/or results in the County retaining an outside consultant or consultants (including without limitation incurring fees for counsel), addition fees will be charged to cover the costs incurred by the County. The following events or circumstances (referred to as "Extraordinary Events") are examples (without limitation) of the circumstances that may give rise to extra costs:

- A.1.1 Incomplete or inaccurate information provided by an APPLICANT;
- A.1.2 A change in an application by means of an amendment, correction or otherwise;
- A.1.3 Opposition to a project;
- A.1.4 Submission of a controversial application, whether or not specifically or initially opposed;
- A.1.5 An appeal of a land use decision;
- A.1.6 Non-compliance in whole or in part by an APPLICANT with a condition of an application, a permit or a planning or building department request;
- A.1.7 Delays in processing caused in part by the APPLICANT or the latter's agents;
- A.1.8 Unique, novel or irregular applications or requests by an APPLICANT;
- A.1.9 Other circumstances or events which increase the workload of County staff to process an application.
- A.1.10 Hiring of outside consultants

**A.2 NOTICE OF EXTRAORDINARY EVENT AND REQUEST FOR DEPOSIT**

In the event that one or more Extraordinary Events arise or are reasonably foreseen, the Director of Planning may give written notice thereof to the APPLICANT together with a request for deposit of Extraordinary Costs ("Costs") [Exhibit B - Provision 1.1].

**A.3 SUBMISSION OF DEPOSIT**

Upon receipt of such Notice, APPLICANT shall have ten (10) days to deposit the sums so requested. Failure to comply with a deposit request shall be governed by Exhibit B - Provision 1-6.

**A.4 RIGHT OF WITHDRAWAL**

Extraordinary Costs, the APPLICANT has the right to withdraw or abandon APPLICANT's project and/or application without incurring any further costs beyond those incurred to the date of receipt by the Director of Planning of the Notice to Withdraw or Abandon the Application.

**A.5 OBLIGATION AFTER DEPOSIT**

In the event APPLICANT deposits the costs requested, the County shall proceed or continue with application processing and APPLICANT shall be responsible for the costs as billed, whether or not the latter are covered by or included in the Deposit.

**A.6 FURTHER TERMS AND CONDITIONS**

The use of the Deposit, responsibility for costs and the further terms and conditions of this Agreement are as set forth in Exhibits B and C and, if applicable, Exhibit D hereof.

**A.7 EXTRAORDINARY COST SCHEDULE**

Extraordinary Costs include:

Planning staff -	\$65 per hour [per Resolution # 2005-064]
County Counsel -	At cost
County Counsel Staff -	\$20 per hour
Special Counsel -	As billed to County
Consultants -	As billed to County
Other Costs -	As authorized by County Ordinance or Resolution

**TERMS  
EXHIBIT "B"**

**B.1 DEPOSIT.**

**B.1.1 "INITIAL DEPOSIT."** APPLICANT shall provide funds in the amount set forth in the "Notice of Extraordinary Costs" in the form of a check made payable to the "SIERRA COUNTY TREASURER".

**B.1.2 INCREMENTAL DEPOSITS.** The COUNTY may request deposits in advance of expenditures or obligations for expenditures. With the exception of the requirements of Provision B.2, APPLICANT shall only be liable for the amount of costs actually incurred by the COUNTY to the date of the request for additional deposits. No individual deposit request (exclusive of deposit on consulting contracts) shall exceed \$25,000 without APPLICANT's prior written authorization or assent.

**B.1.3 ADDITIONAL DEPOSITS.** If the deposit or any increases therein is inadequate to pay for Costs actually incurred by the COUNTY, APPLICANT will be notified immediately of the need to supplement the deposit. The APPLICANT shall only be contractually obligated to pay or to increase deposits beyond that which it otherwise agrees up to the limitation set forth in Provision B.2 below.

**B.1.4 USE OF DEPOSITS.** The Initial Deposit constitutes an initial estimate of Extraordinary Costs associated with processing the Application and the initial study. The use of the Initial Deposit funds and all future deposits shall include costs of administrative review, consulting fees, legal review, and any other actual costs incurred in support of the Application processing and any applicable environmental review of the Project (collectively referred to as "Costs".) Costs include those expenses incurred on the Project from its inception. Credit shall be given for any standard application permit fee paid by APPLICANT. Further, deposit will be required in the full amount of any contract or contracts for consulting services. Costs shall include the total dollar amount of all COUNTY personnel time (computed on the basis of hours spent multiplied by the salary and benefit rate paid by the COUNTY to such individual(s)), all fees and costs charged by outside consultants and contract personnel, amounts expended for photo copies, telephone calls, FAX charges, postage, trip expenses (gas, meals, lodging, parking, transportation) and any and all other costs incurred or expended by the COUNTY in direct connection with the Project.

**B.1.5 DRAW DOWN OF DEPOSIT.** On a monthly basis, or on such other time intervals as the Director of the PLANNING DEPARTMENT may deem appropriate, Costs incurred shall be deducted from the Deposit and an accounting of the status of the Deposit shall be provided to the APPLICANT. In the case of Costs expended against billings from outside consultants, the amount of such billing statements shall be provided to the APPLICANT. The APPLICANT shall not be entitled to any detail revealing the substantive contents or "detail of billings" pertaining to legal advisement to the COUNTY by contract attorneys or County Counsel, but shall be entitled to an accounting of the total amounts paid to such attorneys or reimbursement to the COUNTY General Fund, as the case pertains.

**B.1.6 FAILURE TO MAKE DEPOSITS.** In the event that APPLICANT does not make deposits as requested pursuant to the terms hereof, the processing of the Application may be suspended by the COUNTY. The refusal or failure to make a requested deposit within sixty (60) days after request shall constitute an abandonment of the Project by the APPLICANT and shall terminate all processing of the Application. The COUNTY shall not be liable for such termination and APPLICANT hereby indemnifies and holds the COUNTY harmless from any and all claims arising out of such termination including those of APPLICANT. Any request for deposit or payment to the COUNTY must be made in writing and mailed or telefaxed, in accord with "Notices" set forth on Exhibit "A". The APPLICANT shall have ten (10) working days from the date of mailing and telefaxing within which to remit the amount requested before the COUNTY may exercise the remedies for "Failure to make Deposits" set forth herein. Any delay in providing deposits or payments by APPLICANT as requested after the ten (10) days specified herein shall toll any time periods required for document processing by the COUNTY, including those under the Permit Streamlining Act, for the period of time equal to the date of the request for deposit to the date of receipt of the requested deposit minus the ten (10) day performance period ("the Delay Time") if the Delay Time is ten (10) calendar days or less. If the delay exceeds ten (10) calendar days beyond the ten (10) day performance time, then the tolling period shall be equal to the Delay Time plus thirty (30) days.

**B.1.7 DEPOSITS IN EXCESS OF COSTS.** If the actual Cost of the Application and environmental review is less than the deposit, the excess amount will be returned to the APPLICANT or applied toward subsequent phases of environmental review on the APPLICANT's Project or any subsequent projects at the option of the APPLICANT, including the Costs of the EIR or any supplemental environmental reviews. If APPLICANT includes both an APPLICANT and LANDOWNER, both must give joint signed instructions for handling funds.

## **B.2 OBLIGATION FOR COSTS.**

APPLICANT is responsible for all Extraordinary Costs in connection with Application processing and all necessary environmental review processing. In the event that the Extraordinary Costs exceed or are in the opinion of the Director of the PLANNING DEPARTMENT expected to exceed the amount of deposit as set forth in Provision 1 above, the COUNTY may request an additional deposit to cover such Costs or may bill APPLICANT for Costs accrued but unpaid, or both. In the event that APPLICANT objects to making any further payments or deposits, APPLICANT shall only be contractually obligated up to an amount not to exceed twenty percent (20%) over the initial deposit (referred to as "Cost Overruns"). In the event that APPLICANT refuses to make deposits or to pay cost incurred, the COUNTY may close the Project application processing and may seek recovery from the Undersigned for the costs incurred and the party's rights and responsibilities shall be governed under Provision B.1.6 ("Failure to Make Deposits") above.

## **B.3 PROJECT ACCOUNTING.**

The COUNTY shall maintain books and records necessary to track all costs associated with the Project, and to account for all sums deposited and/or paid by the APPLICANT, which records may be inspected in the PLANNING DEPARTMENT by the APPLICANT, a report of which shall be provided to APPLICANT on a monthly basis.

## **B.4 LEGAL DEFENSE.**

In the event that any litigation is initiated by any third party in which the COUNTY is named in any capacity arising out of or in connection with the Project, APPLICANT agrees to defend the COUNTY and at the COUNTY's request to appear and represent it at APPLICANT's sole cost and expense; **provided however, that APPLICANT shall not be obligated to defend or indemnify the COUNTY against any claims, actions or litigation arising out of damages, personal injury or death caused by the COUNTY's negligence or willful misconduct.** (The foregoing shall not limit the right of the COUNTY to appear and defend against any or all issues or causes of action.)

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County of Sierra  
Post Office Drawer D  
Downieville, California 95936

With a copy to:

County Counsel  
County of Sierra  
Post Office Drawer D  
Downieville, CA 95936

If to "APPLICANT":

**APPLICANT:**  
Scott Steinwert & Laurie Halliday  
2031 Tampa Ave  
Oakland, CA 94611

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LANDOWNER:**  
Scott Steinwert & Laurie Halliday  
2031 Tampa Ave  
Oakland, CA 94611

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**D.2 SUPPLEMENTAL TERMS.**

none

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

<b>MEETING DATE:</b> August 18, 2020	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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<b>DEPARTMENT:</b> Public Works and Transportation
<b>APPROVING PARTY:</b> Tim H. Beals, Director
<b>PHONE NUMBER:</b> 530-289-3201

**AGENDA ITEM:** Authorize payment of Invoice Number 208283 to Intermountain Disposal for tipping fees for waste that has been diverted to Delleker Transfer Station.

**SUPPORTIVE DOCUMENTS ATTACHED:**  Memo  Resolution  Agreement  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:** \$18,891.24 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><b>BOARD ACTION:</b></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:**

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\_\_\_\_\_  
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 #
7/31/2020	208283

<b>Bill To</b>
SIERRA COUNTY PUBLIC WORKS DELLEKER TRANSFER STATION P. O. BOX 98 DOWNIEVILLE, CA 95936

<b>Service</b>
DELLEKER TRANSFER STATION TIPPING FEE

Terms	Due Date	Account #
Due on receipt	8/30/2020	SCDP2

Description	Quantity	Rate	Amount
SIERRA COUNTY TIPPING CHARGE AT THE DELLEKER TRANSFER STATION	303.62	62.22	18,891.24

A finance charge of 1.5% monthly will be charged on all past due amounts.

<b>Total</b>	\$18,891.24
<b>Balance Due</b>	\$18,891.24

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

<b>MEETING DATE:</b> August 18, 2020	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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**DEPARTMENT:** Assessor/Solid Waste Fee Administration  
**APPROVING PARTY:** Laura A. Marshall, Sierra County Assessor  
**PHONE NUMBER:** 530-289-3283

**AGENDA ITEM:** Authorization to fill vacant position in Assessor's Office at the level of Assessment Technician II E  
**SUPPORTIVE DOCUMENTS ATTACHED:**  Memo  Resolution  Agreement  Other

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

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

<b>BOARD ACTION:</b> <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:**

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\_\_\_\_\_  
CLERK TO THE BOARD

\_\_\_\_\_  
DATE

MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Laura A. Marshall, Assessor/SW Fee Administrator

**DATE:** August 18, 2020

**ITEM:** Authorization to fill vacant position in Assessor's Office at the level of Assessment Technician II E

**BACKGROUND:** Previously, the staffing of the Assessor's Office consisted of the Assessor, two (2) Real Property Appraisers and two (2) Assessment Technician III's. On April 3, 2020, an Assessment Technician III D resigned from my office. I retained the position of Assessment Technician III C funded in my 2020/2021 Assessor budget. An offer of employment has been made and I would like to fund the position at the Assessment Technician II E level—this is less than budgeted.

**FISCAL IMPACT:** No fiscal impact. The existing position that has been funded in the 2020/2021 County Budget is greater than the funding needed to hire at the Assessment Technician II E step.

**RECOMMENDED ACTION:** Authorize to fill current vacant position in the Assessor's office at the level of Assessment Technician II E.

Exhibit B.2  
 TOPOGRAPH B

January 25, 2020

INCREASE							After	After
		1.02000					5 Years	10 Years
CLASS		STEP A	STEP B	STEP C	STEP D	STEP E	L 1	L 2
8	MONTH	2,700.45	2,835.47	2,977.25	3,126.10	3,282.41	3,446.52	3,618.85
	HOUR	15.5795	16.3585	17.1764	18.0352	18.9370	19.8838	20.8780
12	MONTH	3,016.45	3,167.27	3,325.63	3,491.91	3,666.51	3,849.83	4,042.32
	HOUR	17.4026	18.2727	19.1863	20.1457	21.1529	22.2106	23.3211
15	MONTH	3,333.76	3,500.45	3,675.48	3,859.24	4,052.20	4,254.81	4,467.55
	HOUR	19.2332	20.1949	21.2047	22.2649	23.3781	24.5470	25.7744
19	MONTH	3,652.38	3,835.00	4,026.75	4,228.09	4,439.49	4,661.46	4,894.53
	HOUR	21.0714	22.1250	23.2313	24.3928	25.6124	26.8930	28.2377

Exhibit B.3

PARITY CLASSES

<b>Class 8</b>	Account Tech 1 Assessment Tech 1	Dep Clerk-Recorder 1 Permit Tech 1	Victim-Witness Adv 1	Eligibility Wkr 1	Sub Abuse Prev Tech 1
<b>Class 12</b>	Account Tech 2 Assessment Tech 2	Dep Clerk-Recorder 2 Per Mentor	Victim-Witness Adv 2 Permit Tech 2	Eligibility Wkr 2 Integrated Case Wkr 1	Sub Abuse Prev Tech 2 Health Assist. 1
<b>Class 15</b>	Account Tech 3 Assessment Tech 3	Dep Clerk-Recorder 3 Permit Tech 3	Victim-Witness Adv 3	Eligibility Wkr 3 Integrated Case Wkr 2	Sub Abuse Prev Tech 3 Health Assist. 2
<b>Class 19</b>	Chief Account Tech Chief Assessment Tech	Chief Clerk-recorder Dept. Specialist-Probation/Court	Department Specialist	Health Assist. 3 Integrated Case Wkr 3	

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

<b>MEETING DATE:</b> August 18, 2020	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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**DEPARTMENT:** Treasurer  
**APPROVING PARTY:** Van A. Maddox  
**PHONE NUMBER:** 530-289-3286

**AGENDA ITEM:** Treasurer's investment report and statement of liquidity for the period ending June 30, 2020.

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

**BACKGROUND INFORMATION:** Routine reporting required by the Govt. code. Your questions are encouraged and I would appreciate hearing those questions prior to the meeting so that I can be prepared to answer them at that time.

**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><b>BOARD ACTION:</b></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:**

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\_\_\_\_\_  
CLERK TO THE BOARD

\_\_\_\_\_  
DATE

**SIERRA COUNTY TREASURER**

**MONTHLY REPORT OF INVESTMENTS AND LIQUIDITY**

**June 30, 2020**

**INVESTMENT PORTFOLIO SUMMARY**

Description	Par Value	Market Value	Book Value	Yield to maturity		Average Weighted	Percentage of Assets
				360 day basis	365 day basis	Days to Maturity	by Security Type
Corporate Bonds	6,100,000.00	6,305,051.45	6,086,585.56	2.74%	2.74%	607	22.5%
Federal Agency Coupon Securities	7,600,000.00	7,886,201.90	7,623,542.99	2.05%	2.05%	747	28.1%
Treasury Coupon Securities	5,600,000.00	5,713,089.33	5,587,901.71	1.81%	1.81%	527	20.6%
Foreign Corporate	0.00	0.00	0.00	0.00%	0.00%	0	0.0%
Commercial Paper	0.00	0.00	0.00	0.00%	0.00%	0	0.0%
<b>Total Long-Term Investment Portfolio</b>	<b>19,300,000.00</b>	<b>19,904,342.68</b>	<b>19,298,030.26</b>	<b>2.168%</b>	<b>2.168%</b>	<b>661</b>	<b>71.2%</b>
Local Agency Investment Fund	7,804,305.20	7,804,305.20	7,804,305.20		1.217%	1	28.8%
California Assets Management Program (CAMP)	1,040.71	1,040.71	1,040.71		0.510%	1	0.0%
<b>Total Long-Term and Liquidity Investment Portfolio</b>	<b>27,105,345.91</b>	<b>27,709,688.59</b>	<b>27,103,376.17</b>		<b>1.894%</b>	<b>N/A</b>	<b>100.0%</b>
Sierra County Deposit Account: Wells Fargo Bank	1,595,694.97	1,595,694.97	1,595,694.97				
Cash on Hand	\$49,995.77	49,995.77	49,995.77				
<b>Total Cash and Equivalents</b>	<b>1,645,690.74</b>	<b>1,645,690.74</b>	<b>1,645,690.74</b>				
<b>GRAND TOTAL IN TREASURY</b>	<b>28,751,036.65</b>	<b>29,355,379.33</b>	<b>28,749,066.91</b>		<b>1.786%</b>		

The composition of the investment portfolio complies with the requirements of the Sierra County Investment Policy.

The Sierra County Treasury has the cash flow necessary to meet the expenditure needs of the treasury pool for the next six months.

Dated: 8/11/2020

/s/ van \_\_\_\_\_

**Sierra County Investment Portfolio as of 06/30/2020**

CUSIP	Security Description	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Purchase YTM 360	Purchase YTM 365	Days to Maturity	Maturity Date
<b>CORPORATE NOTES</b>										
92826CAB8	Visa Inc 2.200% 12/14/2020	12/12/2016	200,000.00	201,317.60	200,072.31	2.200	2.118%	2.118%	167	12/14/20
037833CM0	Apple Inc 2.500% 02/09/2022	11/01/2017	250,000.00	258,456.00	251,025.98	2.500	2.238%	2.238%	589	02/09/22
06406RAA5	Bank of NY Mellon Corp 2.600% 02/07/2022	11/01/2017	250,000.00	258,240.25	250,873.91	2.600	2.375%	2.376%	587	02/07/22
40428HPV8	HSCB USA Inc 2.750% 08/07/2020	02/01/2018	250,000.00	250,560.00	250,028.98	2.750	2.610%	2.610%	38	08/07/20
46625HRT9	JP Morgan Chase 2.400% 06/07/2021	02/01/2018	250,000.00	254,263.00	249,158.71	2.400	2.766%	2.765%	342	06/07/21
68389XBK0	Oracle Corp 1.900% 09/15/2021	11/01/2017	250,000.00	254,272.50	249,226.92	1.900	2.161%	2.160%	442	09/15/21
69353REY0	PNC Bank 2.550% 12/09/2021	11/01/2017	250,000.00	257,202.25	250,703.27	2.550	2.350%	2.350%	527	12/09/21
74005PBA1	Praxair 2.450% 02/15/2022	02/01/2018	250,000.00	256,254.50	248,768.56	2.450	2.762%	2.761%	595	02/15/22
857477AV5	State Street Bank 1.950% 05/19/2021	02/01/2018	200,000.00	202,870.80	198,759.31	1.950	2.664%	2.663%	323	05/19/21
02665WBF7	American Honda Finance 1.650% 07/12/2021	07/10/2018	200,000.00	202,251.00	196,963.84	1.650	3.162%	3.153%	377	07/12/21
09247XAJ0	Blackrock Inc 3.375% 06/01/2022	07/10/2018	250,000.00	264,277.75	251,017.44	3.375	3.154%	3.154%	701	06/01/22
24422ETL3	John Deere Capital Corp 2.650% 01/06/2022	07/10/2018	200,000.00	206,618.20	198,508.16	2.650	3.159%	3.157%	555	01/06/22
369550BE7	General Dynamics Corp 3.000% 05/11/2021	07/10/2018	250,000.00	255,772.00	249,844.98	3.000	3.071%	3.071%	315	05/11/21
69371RN93	Paccar Financial Corp 2.800% 03/01/2021	07/10/2018	150,000.00	152,403.90	149,765.08	2.800	3.037%	3.035%	244	03/01/21
808513AG0	Charles Schwab Corp 3.225% 09/01/2022	07/10/2018	250,000.00	264,311.50	249,825.72	3.225	3.257%	3.257%	793	09/01/22
06051GFW4	Bank of America Corp 2.625% 04/19/2021	01/04/2019	250,000.00	254,424.75	248,722.06	2.625	3.274%	3.272%	293	04/19/21
084670BR8	Berkshire Hathaway 2.750% 03/15/2023	01/04/2019	250,000.00	264,759.75	246,831.89	2.750	3.242%	3.242%	988	03/15/23
30231GAR3	Exxon Mobil Corp 2.726% 03/01/2023	01/04/2019	250,000.00	263,006.25	247,501.50	2.726	3.119%	3.118%	974	03/01/23
89236TEL5	Toyota Motor Credit Corp 2.700% 01/11/2023	01/04/2019	250,000.00	262,624.75	245,893.51	2.700	3.384%	3.382%	925	01/11/23
931142DH3	Wal-Mart Stores 2.550% 04/11/2023	01/04/2019	250,000.00	263,746.50	246,212.20	2.550	3.123%	3.122%	1,015	04/11/23
00440EAT4	Chubb INA Holdings Inc 2.300% 11/03/2020	03/14/2019	250,000.00	251,207.75	249,608.72	2.300	2.751%	2.751%	126	11/03/20
166764AB6	Chevron Corp 2.355% 12/05/2022	04/30/2019	250,000.00	260,257.50	248,456.88	2.355	2.618%	2.618%	888	12/05/22
90331HNL3	US Bank NA 2.850% 01/23/2023	04/30/2019	300,000.00	316,777.80	300,835.59	2.850	2.736%	2.736%	937	01/23/23
911312BC9	UPS 2.350% 05/16/2022	04/30/2019	250,000.00	258,564.75	248,925.28	2.350	2.586%	2.585%	685	05/16/22
58933YAF2	Merck & Co 2.800% 05/18/2023	10/09/2019	250,000.00	266,385.00	257,477.34	2.800	1.731%	1.731%	1,052	05/18/23
69371RP83	Paccar Financial Corp 2.650% 05/10/2022	10/09/2019	100,000.00	104,225.40	101,577.42	2.650	1.783%	1.783%	679	05/10/22
<b>Subtotal and Average</b>			<b>6,100,000.00</b>	<b>6,305,051.45</b>	<b>6,086,585.56</b>		<b>2.754%</b>	<b>2.753%</b>	<b>597</b>	
<b>FEDERAL AGENCIES</b>										
3135GOK69	FNMA 1.250% 05/06/2021	10/12/2016	350,000.00	353,150.35	349,601.11	1.250	1.385%	1.385%	310	05/06/21
3135GOT45	FNMA 1.875% 04/05/2022	04/12/2017	500,000.00	514,757.00	499,847.50	1.875	1.892%	1.892%	644	04/05/22
3135GOS38	FNMA 2.000% 01/05/2022	11/01/2017	500,000.00	513,701.50	500,194.51	2.000	1.974%	1.974%	554	01/05/22
3130AEBM1	FHLB 2.750% 06/10/2022	07/10/2018	500,000.00	523,941.50	499,158.43	2.750	2.839%	2.839%	710	06/10/22
3137EAEK1	FHLMC 1.875% 11/17/2020	07/10/2018	400,000.00	402,573.20	398,810.89	1.875	2.658%	2.658%	140	11/17/20
3130A0EN6	FHLB 2.875% 12/10/2021	01/04/2019	500,000.00	518,880.50	502,028.83	2.875	2.586%	2.587%	528	12/10/21
3130AFE78	FHLB 3.000% 12/09/2022	01/04/2019	250,000.00	266,484.75	252,239.97	3.000	2.618%	2.618%	892	12/09/22
3130ADRG9	FHLB 2.750% 03/10/2023	03/14/2019	500,000.00	531,273.00	503,439.03	2.750	2.483%	2.484%	983	03/10/23
3135GOT94	FNMA 2.375% 01/19/2023	03/14/2019	500,000.00	528,212.50	498,720.33	2.375	2.479%	2.479%	933	01/19/23
313378WG2	FHLB 2.500% 03/11/2022	04/30/2019	600,000.00	623,139.60	601,905.55	2.500	2.306%	2.307%	619	03/11/22
3133EKHN9	FFCB 2.330% 10/18/2022	04/30/2019	500,000.00	523,539.00	500,305.33	2.330	2.302%	2.302%	840	10/18/22
3130A3DL5	FHLB 2.375% 09/08/2023	09/06/2019	500,000.00	531,488.50	513,345.66	2.375	1.513%	1.514%	1,165	09/08/23
3135GOW33	FNMA 1.375% 09/06/2022	09/06/2019	500,000.00	512,419.50	498,541.27	1.375	1.511%	1.511%	798	09/06/22
313380GJ0	FHLB 2.000% 09/09/2022	10/09/2019	500,000.00	519,348.00	505,571.29	2.000	1.480%	1.481%	801	09/09/22
3133EKY91	FFCB 1.375% 10/11/2022	10/09/2019	500,000.00	512,517.00	499,023.87	1.375	1.462%	1.462%	833	10/11/22
3133ELHR8	FFCB 1.600% 01/21/2022	02/05/2020	500,000.00	510,776.00	500,809.42	1.600	1.494%	1.494%	570	01/21/22
<b>Subtotal and Average</b>			<b>7,600,000.00</b>	<b>7,886,201.90</b>	<b>7,623,542.99</b>		<b>2.051%</b>	<b>2.051%</b>	<b>717</b>	
<b>US TREASURY</b>										
912828L32	US Treasury 1.375% 08/31/2020	12/12/2016	425,000.00	425,841.08	424,807.99	1.375	1.636%	1.636%	62	08/31/20
912828XM7	US Treasury 1.625% 07/31/2020	12/12/2016	425,000.00	425,509.15	424,998.53	1.625	1.618%	1.618%	31	07/31/20
9128282F6	US Treasury 1.125% 08/31/2021	04/12/2017	500,000.00	505,469.00	496,658.77	1.125	1.708%	1.706%	427	08/31/21
912828N89	US Treasury 1.375% 01/31/2021	04/12/2017	500,000.00	503,437.50	499,290.56	1.375	1.621%	1.618%	215	01/31/21
912828VZ0	US Treasury 2.000% 09/30/2020	02/01/2018	500,000.00	502,260.50	499,648.94	2.000	2.270%	2.270%	92	09/30/20
912828J76	US Treasury 1.750% 03/31/2022	07/10/2018	400,000.00	411,000.00	393,572.11	1.750	2.697%	2.695%	639	03/31/22
912828L24	US Treasury 1.875% 08/31/2022	03/14/2019	350,000.00	362,892.60	345,943.51	1.875	2.428%	2.427%	792	08/31/22
912828M80	US Treasury 2.000% 11/30/2022	04/30/2019	500,000.00	522,011.50	497,034.45	2.000	2.253%	2.253%	883	11/30/22
912828T67	US Treasury 1.250% 10/31/2021	10/09/2019	500,000.00	507,168.00	498,533.72	1.250	1.473%	1.473%	488	10/31/21
9128282P4	US Treasury 1.875% 07/31/2022	02/05/2020	500,000.00	517,734.50	504,481.13	1.875	1.436%	1.437%	761	07/31/22
912828R28	US Treasury 1.625% 04/30/2023	02/05/2020	500,000.00	520,390.50	502,732.50	1.625	1.427%	1.427%	1,034	04/30/23
912828YT1	US Treasury 1.500% 11/30/2021	02/05/2020	500,000.00	509,375.00	500,199.50	1.500	1.471%	1.471%	518	11/30/21
<b>Subtotal and Average</b>			<b>5,600,000.00</b>	<b>5,713,089.33</b>	<b>5,587,901.71</b>		<b>1.809%</b>	<b>1.808%</b>	<b>497</b>	
<b>TOTAL AND AVERAGE</b>			<b>19,300,000.00</b>	<b>19,904,342.68</b>	<b>19,298,030.26</b>		<b>2.203%</b>	<b>2.202%</b>	<b>615</b>	

# California State Treasurer

## *Fiona Ma, CPA*



Local Agency Investment Fund  
 P.O. Box 942809  
 Sacramento, CA 94209-0001  
 (916) 653-3001

July 01, 2020

[LAIF Home](#)  
[PMIA Average Monthly Yields](#)

SIERRA COUNTY

TREASURER  
 P.O. BOX 376  
 DOWNIEVILLE, CA 95936-0376

[Tran Type Definitions](#)

**Account Number:** 99-46-000

June 2020 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
6/5/2020	6/5/2020	RD	1643063	N/A	SARA CARR	350,000.00
6/9/2020	6/9/2020	RW	1643218	N/A	SARA CARR	-300,000.00
6/11/2020	6/11/2020	RW	1643336	N/A	SARA CARR	-650,000.00
6/18/2020	6/18/2020	RW	1643796	N/A	SARA CARR	-100,000.00
6/25/2020	6/25/2020	RW	1644195	N/A	SARA CARR	-1,500,000.00

### Account Summary

Total Deposit:	350,000.00	Beginning Balance:	10,004,305.20
Total Withdrawal:	-2,550,000.00	Ending Balance:	7,804,305.20



### Account Statement - Transaction Summary

For the Month Ending **June 30, 2020**

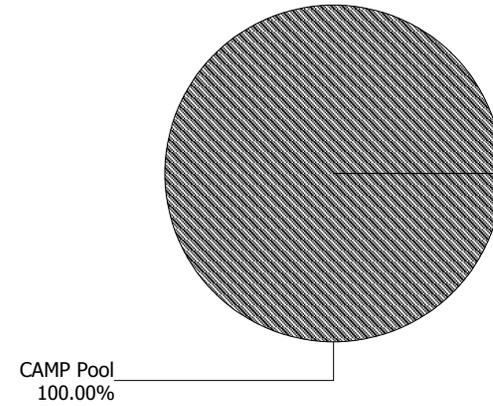
SIERRA COUNTY - SIERRA COUNTY - 6001-000

<b>CAMP Pool</b>	
Opening Market Value	1,040.27
Purchases	0.44
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
<b>Closing Market Value</b>	<b>\$1,040.71</b>
Cash Dividends and Income	0.44

<b>Asset Summary</b>		
	<b>June 30, 2020</b>	<b>May 31, 2020</b>
<b>CAMP Pool</b>	1,040.71	1,040.27
<b>Total</b>	<b>\$1,040.71</b>	<b>\$1,040.27</b>

<b>Asset Allocation</b>	
CAMP Pool	100.00%





**Account Statement**

For the Month Ending **June 30, 2020**

SIERRA COUNTY - SIERRA COUNTY - 6001-000

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
<b>Opening Balance</b>					<b>1,040.27</b>
06/30/20	07/01/20	Accrual Income Div Reinvestment - Distributions	1.00	0.44	1,040.71
<b>Closing Balance</b>					<b>1,040.71</b>

	Month of June	Fiscal YTD February-June
<b>Opening Balance</b>	1,040.27	1,224,252.18
<b>Purchases</b>	0.44	3,288.53
<b>Redemptions (Excl. Checks)</b>	0.00	(1,226,500.00)
<b>Check Disbursements</b>	0.00	0.00
<b>Closing Balance</b>	<b>1,040.71</b>	<b>1,040.71</b>
<b>Cash Dividends and Income</b>	0.44	3,288.53

<b>Closing Balance</b>	1,040.71
<b>Average Monthly Balance</b>	1,040.28
<b>Monthly Distribution Yield</b>	0.51%



## Basic Banking

# Account Details - Main Account 290064963

Welcome **Jenny Varn**  
 Group **All Accounts**  
 Date Printed **1-Jul-2020, 08:58 AM PT**

## Balances

Opening Day Balance **1,595,694.97** USD As of 07/01/2020  
 Available Balance **2,003,836.02** USD  
 Interest Earned This Period **0.00** USD  
 Interest Paid Year to Date **0.00** USD

## Account Activity - All Transactions; Current/Previous Day

Date	Description	Amount USD
07/01/2020	WIRE FROM WELLS FARGO ACCOUNT (Pending)	(5,000.00)
07/01/2020	PNP BILLPAYMENT 062820SETT 200701 5185 (Pending)	19.58
07/01/2020	PNP BILLPAYMENT 062720SETT 200701 5185 (Pending)	21.30
07/01/2020	PNP BILLPAYMENT 062620SETT 200701 5185 (Pending)	560.32
07/01/2020	RD TREAS 310 MISC PAY 070120 XXXXX2 (Pending)	412,539.85
06/30/2020	ZBA FUNDING ACCOUNT TRANSFER	(118,257.74)
06/30/2020	WT SEQ189914 SIERRA PLUMAS JOINT UNI /BNF=Sierra-Plumas JT Schl Dist AP SRF# GW00000034238595 TRN#200625189914 RFB# 1448	(13,444.18)
06/30/2020	WT SEQ189510 SIERRA COUNTY OFFICE OF /BNF=Sierra County Office OF ED SRF# GW00000034238549 TRN#200625189510 RFB# 1447	(49,583.56)
06/30/2020	VERIZON WIRELESS EDI PAYMTS 1444419 Z?SIERRAVILLE~DTM?003? 20200701~SE?13?1132~GE?1?631008219073 1444419 R00000091003656255966	900.00
06/30/2020	PNP BILLPAYMENT 062520SETT 200630 5185 SIERRA COUNTY 3333308324 5185 R00000091003758150633	1,126.46
06/30/2020	ELECTRONIC CHECK DEPOSIT	901.52
06/30/2020	ELECTRONIC CHECK DEPOSIT	4,995.43
06/30/2020	ELECTRONIC CHECK DEPOSIT	63,222.66
06/30/2020	WT SEQ170153 WELLS FARGO BANK, N.A. /ORG= SRF# SW000482952 TRN#200630170153 RFB# SW000482952	449.40

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# JUNE 2020

Date	Description	DB	CR	Balance
6/1/20	Balance Forward			\$ 468.95
6/1/20	CR015211		34.00	502.95
6/2/20	CR015219		103.00	605.95
6/3/20	CR015221		42.00	647.95
6/4/20	CR015225		82.00	729.95
6/5/20	CR015230		294.00	1023.95
	money to vault	500.00		523.95
6/8/20	CR015233		2.00	525.95
6/9/20	CR015241		50.00	575.95
	CR015242		20.00	595.95
	CR015245		94.00	689.95
6/10/20	CR015250		158.00	847.95
	CR015251		2173.16	3021.11
	money to vault	2450.00		571.11
6/11/20	CR015255		169.66	740.77
6/16/20	CR015265		11.00	751.77
	money to vault	250		501.77
	CR015267		25.00	526.77
6/17/20	money to vault	40.00		486.77
6/19/20	CR015278		84.00	570.77
	CR015280		38.00	608.77
6/22/20	CR015281		8	616.77
6/23/20	CR015284		101.00	717.77
	CR015285		25.00	742.77
6/25/20	CR015294		75.00	817.77
	Money to vault	400.00		417.77

June 2020

Date	Description	Dr	CR	Balance
6/26/20	Balance forward			417.77
	CR015299		290. <sup>00</sup>	707.77
	CR015301		42. <sup>00</sup>	749.77 ✓
6/29/20	money to vault	250.00		499.77
	CR015308		2.00	501.77 ✓
6/30/20	CR015313		5.00	506.77
	CR015318		64. <sup>00</sup>	570.77
	CR015319		60.00	630.77 ✓ ✓

VAULT

Month

June 2020

Date	Description	100's	50's	20's	10's	5's	1's	Quarters	Dimes	Nickles	Pennies	#2	TOTAL
6/1/20	Balance Forward	26,500	3,200	11,160	4,280	2,330	560	230	110	102	1	2	45,475.00
6/5	Money from drawer	+400	+50	+40	+10								45,975.00
6/10	Money from drawer	+1200	+150	+1100									48,425.00
6/16	Money from drawer		+50	+200									48,675.00
6/17	Change for J. ROOS			+80	+70		-100						48,675.00
	Money from drawer	+200											48,875.00
	Change for drawer			-160									48,715.00
6/22	Change for J. ROOS	+100	+50	+440	-190	-200	-200						48,715.00
6/25	Money from drawer			+400									49,115.00
6/26	Change for J. ROOS		+100	+400	-200	-100	-200						49,115.00
6/29	Money from drawer			+200		+50							49,365.00
6/30	Deposit	-24000	-3100	-11600								-2	10,663.00
	Change order	-4500	-500										5,663.00 *

6/30 Balance Vault Actual totals 2160 920 2080 60 230 110 102 1 \$ 5,663.00 /RC  
 SCARR

\$5,000.00	Cash to have bank turn into change
\$38,702.00	Cash Deposit In transit deposited 7/1/2020
\$630.77	Counter Cash Transactions
\$5,663.00	Vault
<b>\$49,995.77</b>	<b>Cash on hand</b>



## Basic Banking

## Account Details - Main Account 290064963

Welcome **Sara M. Carr**  
 Group **All Accounts**  
 Date Printed **8-Jul-2020, 08:34 AM PT**

## Balances

Opening Day Balance 560,358.96 USD As of 07/08/2020  
 Available Balance 561,129.31 USD  
 Interest Earned This Period 0.00 USD  
 Interest Paid Year to Date 0.00 USD

## Account Activity - All Transactions; Current/Previous Day

Date	Description	Amount USD
07/08/2020	PNP BILLPAYMENT 070320SETT 200708 5185 (Pending)	770.35
07/07/2020	ZBA FUNDING ACCOUNT TRANSFER	(6,276.77)
07/07/2020	07/01/20 Miscellaneous Error - REF #A-0070304059AZ	(500.00)
07/07/2020	PNP BILLPAYMENT 070120SETT 200707 5185 SIERRA COUNTY 3333308324 5185 R00000091003957463555	2,065.58
07/07/2020	PNP BILLPAYMENT 070220SETT 200707 5185 SIERRA COUNTY 3333308324 5185 R00000091003957463556	2,296.00
07/07/2020	ELECTRONIC CHECK DEPOSIT	148,175.19
07/07/2020	CALTRANS LOCAL ASST 070220 0000020586 SIERRA COUNTY 5680274794 0000020586 R00000091003856468505	16,139.00

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## Basic Banking

## Account Details - Main Account 290064963

Welcome **Sara M. Carr**  
 Group **All Accounts**  
 Date Printed **2-Jul-2020, 08:42 AM PT**

## Balances

Opening Day Balance 1,388,150.24 USD As of 07/02/2020  
 Available Balance 1,391,260.67 USD  
 Interest Earned This Period 0.00 USD  
 Interest Paid Year to Date 0.00 USD

## Account Activity - All Transactions; Current/Previous Day

Date	Description	Amount USD
07/02/2020	PNP BILLPAYMENT 062920SETT 200702 5185 (Pending)	3,110.43
07/01/2020	ZBA FUNDING ACCOUNT TRANSFER	(656,310.68)
07/01/2020	WT SEQ146451 SIERRA CITY FIRE DISTRI /BNF=Sierra City Fire District SRF# GW00000034261786 TRN#200626146451 RFB# 1449	(5,000.00)
07/01/2020	PNP BILLPAYMENT 062820SETT 200701 5185 SIERRA COUNTY 3333308324 5185 R00000091004251547057	19.58
07/01/2020	PNP BILLPAYMENT 062720SETT 200701 5185 SIERRA COUNTY 3333308324 5185 R00000091004251547056	21.30
07/01/2020	PNP BILLPAYMENT 062620SETT 200701 5185 SIERRA COUNTY 3333308324 5185 R00000091004251547055	560.32
07/01/2020	RD TREAS 310 MISC PAY 070120 XXXXX2004 RMT*SY*946000536*****SIERRA COUNTY \REF*L9101036151 9XXXXXXXXXX22004 R00000091004058017050	412,539.85
07/01/2020	ELECTRONIC CHECK DEPOSIT	522.90
07/01/2020	ELECTRONIC CHECK DEPOSIT	1,400.00
07/01/2020	DEPOSIT	38,702.00

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Date	Description	100's	50's	20's	10's	5's	1's	Quarters	Dimes	Nickles	Pennies	TOTAL
7/1/20	Balance forward			2160	920	2080	60	230	110	102	1	5663.00
7/1	money from drawer	+1000	+200									6863.00
7/7	Change for J. ROOS		+50	+520	-170	-200	-200					6863.00
7/11	Change Order				+2000	+500	+3000					12,363.00
7/8	Money from drawer	+1600		+440			+40					13,443.00
7/10	Money from drawer	+200	+50	+200								13,893.00
7/13	Change Order ROOS	+200		+300	-100	-200	-200					13,893.00
7/17	change Order Feather	+100	+200		-100	-50	-100	-50				13,893.00
	change Order Cinty			+500	-400			-100				13,893.00
	money from drawer			+300								14,193.00
7/20	Change Order ROOS		+50	+160	-110	-100						14,193.00
7/24	Money from drawer	+100										14,293.00
	change for drawer			+20		-20						14,293.00
7/27	change J. ROOS	+100		+260	-100	-200	-60					14,293.00
7/30	Money from drawer		+100	+160	+100		+40					14,693.00
7/31	Money from drawer	+500		+340								15,533.00
	Subtotal	2800	650	5360	2040	1810	2580	80	110	102	1	15,533.00
	Balance Vault	2800	650	5360	2050	1810	2580	70	110	102	1	15,533.00
	Difference	0	0	0	+10	0	0	-10	0	0	0	0

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

<b>MEETING DATE:</b> August 18, 2020	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
---	---

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

**AGENDA ITEM:** Professional services agreement between Aegis Treatment Centers, LLC and Sierra County to provide a Narcotic Treatment Program (NTP) to Sierra County Residents

**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:** \$30,000.00 Annually

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

**SPACE BELOW FOR CLERK'S USE**

<b>BOARD ACTION:</b> <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 of Behavioral Health

**Reference:** Agenda Item

**Date of memo:** July 28, 2020

**Date of Board Meeting:** August 18, 2020

**Requested Action:** Professional services agreement between Aegis Treatment Centers, LLC and Sierra County to provide a Narcotic Treatment Program (NTP) to Sierra County Residents

**Mandated by:**

## Funding

**Budgeted?** Yes  No

Revenue	\$30,000.00	Drug Medi-Cal
Expenses	\$30,000.00	Drug Medi-Cal
Difference		

**Background Information:** This is a two year Professional services agreement between Aegis Treatment Centers, LLC and Sierra County to provide a Narcotic Treatment Program (NTP) to Sierra County Residents. A NTP as defined in Title 22, California Code of Regulation (CCR), Section 51341.1(d)(1), means an outpatient service using federally approved medications for NTP, directed at stabilization and rehabilitation of persons who are opiate addicted and have a substance abuse diagnosis.

Aegis shall provide federally approved medications for NTP's, including methadone medication and individual and/or group counseling sessions to Sierra County residents at its licensed clinical locations throughout California.

**Potential Issues to consider:** None

**Alternatives or Impacts of disapproval:** Sierra County would not meet the requirements set forth by the Drug Medi-Cal Contract that this covered service be available to all eligible Drug Medi-Cal beneficiaries.

**CONTRACT FOR BEHAVIORAL HEALTH SERVICES  
SIERRA COUNTY BEHAVIORAL HEALTH SERVICES**

**THIS CONTRACT**, entered into by and between the County of Sierra, a public entity in the State of California, (hereafter "County") and Aegis Treatment Centers, LLC, a Delaware Limited Liability Company, qualified to transact business in the State of California, (hereafter "Contractor"):

**WITNESSETH**

**WHEREAS**, County has a need, through Behavioral Health services, to contract with a Narcotic Treatment Program (NTP) as more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and;

**WHEREAS**, Contractor has specially trained, experienced staff to perform NTP services and desires to enter into a Contract with the County to provide narcotic therapy services to beneficiaries of Sierra County;

**WHEREAS**, Contractor is specially trained, experienced, expert and competent to perform such special services; and

**WHEREAS**, Pursuant to Government Code, section 31000, the County may contract for special services on behalf of public entities including County Behavioral Health.

**NOW, THEREFORE**, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties agree as follows:

- 1. Scope of Services.** County hereby engages Contractor to perform, and Contractor hereby agrees to perform for County, the services set forth in Exhibit A, attached hereto and incorporated herein by reference, all pursuant to the terms and conditions hereinafter set forth.
- 2. Compensation.** Contractor shall be compensated by County for performing said services in accordance with Exhibit B, attached hereto and incorporated herein by reference.
- 3. Effective Date and Duration.** The effective date and duration of this Contract shall be as set forth in Exhibit C, attached hereto and incorporated herein by reference.
- 4. General Conditions.** Contractor and County shall comply with all provisions of County's General Conditions as set forth in Exhibit D, attached hereto and incorporated herein by reference.
- 5. Special Conditions.** Contractor and County shall comply with the Special Conditions set forth in Exhibit E, attached hereto and incorporated herein by reference. In the event of conflicts between the provisions of the General Conditions and the Special Conditions, the provisions of the Special Conditions shall be controlling.
- 6. Business Associate Agreement.** Contractor and County shall comply with the County's Business Associate Agreement as set forth in Exhibit F, attached hereto and incorporated herein by reference.

7. **Qualified Service Organization Agreement.** Contractor and County shall comply with the County's Qualified Service Organization Agreement as set forth in Exhibit G, attached hereto and incorporated herein by reference.

**IN WITNESS WHEREOF** County and Contractor have executed this Contract on the day and year set forth below.

CONTRACTOR  
Aegis Treatment Centers, LLC

CONTRACTOR  
Aegis Treatment Centers, LLC

By: \_\_\_\_\_  
Chief Executive Officer

By: \_\_\_\_\_  
In-House Counsel

Tax ID#      Held in Confidential File

Approved as to form and legal effect:

By: \_\_\_\_\_  
Deputy County Counsel

Date: \_\_\_\_\_

\_\_\_\_\_,  
A Public Entity in the State of California

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
County Clerk and Ex-Officio Clerk  
of the Board of Supervisors

**EXHIBIT A**  
**CONTRACT FOR BEHAVIORAL HEALTH SERVICES**  
**SCOPE OF SERVICES**

**1. Services.**

- a. Contractor shall provide outpatient Narcotic Treatment Program (NTP) services, specifically NTP-Methadone, NTP-Individual Counseling, and NTP-Group Counseling for eligible Medi-Cal beneficiaries, both perinatal and non-perinatal, in need of such services in accordance with applicable federal and state statutes and regulations including Title 22 regulations related to the Drug/Medi-Cal, Program, DHCS Substance Use Disorder Services Standards, and applicable licensure and certification requirements for NTP Services. A NTP as defined in Title 22, California Code of Regulation (CCR), Section 51341.1(d)(1), means an outpatient service using federally approved medications for NTP, directed at stabilization and rehabilitation of persons who are opiate addicted and have a substance abuse diagnosis. For the purposes of Section 51341.1(d)(1), “narcotic treatment program” does not include detoxification treatment.
- b. Contractor shall provide Covered Services for eligible DMC beneficiaries in need of such services. Covered Services means DMC services authorized by Title XIX of the Social Security Act and specified in Title 22, California Code of Regulations and shall include, among other things, NTP services:
  - 1) Federally approved medications for NTP
  - 2) Drug screening and other testing as appropriate
  - 3) Individual and Group counseling services regarding NTP approved medication maintenance

**2. Federal and State Regulations.**

- a. When a request for Covered Services is made by an eligible beneficiary, Contractor shall initiate services with reasonable promptness. Contractor shall have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding wait times and appointments.
- b. If DMC services are provided to Minor Consent beneficiaries, Contractor shall comply with California Family Code Section 6929.
- c. Contractor shall comply with all terms and conditions of this Contract and all pertinent state and federal laws and regulations.

**3. Service Sites.**

- a. Contractor shall provide federally approved medications for NTPs, including methadone medication and individual and/or group counseling sessions to Sierra County residents at its licensed clinic locations throughout California.

- b. Contractor shall obtain and maintain DMC certification of the site(s) at which services are provided or may be provided as required by the California Department of Health Care Services (DHCS).
- c. Contractor site(s) where DMC services are provided must be certified in accordance with Drug Medi-Cal regulations and the Americans with Disabilities Act (ADA) and an official fire clearance must be present at each site.
- d. Contractor shall provide the services required by this Contract during hours that are in the best interest of County's clients and, within this parameter, Contractor may determine the appropriate availability and hours of its operations.
- e. Contractor agrees to provide all necessary tools, equipment, materials, and supplies necessary for the performance of the services under this Contract. Contractor shall also be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, bonds or taxes required of or imposed against Contractor and all other Contractor's costs of doing business. County shall not be responsible for any expenses incurred by Contractor in performing services for County.

#### **4. Reporting.**

- a. Contractor shall establish and maintain, at Contractor's cost, a computer system fully compliant with HIPAA transactions and Codeset standards as well as the DHCS CalOMS Data Collection standards, as necessary, for the submission of information required under the terms and conditions of this Contract, including, but not limited to the submission of Drug Medi-Cal claims and CalOMS treatment admission and discharge data, including client demographic data.
- b. Contractor will be responsible for the accuracy of all data and information which Contractor provides to County or State, ensuring that all services are performed appropriately within the Federal, State, and County guidelines, regulations, code, statutes, and law, including, but not limited to administration, utilization review, documentation, and staffing.
- c. Contractor shall be solely liable and responsible for all data and information submitted by Contractor to County or State in support of claims for services that may be based on data and information submitted by Contractor. Contractor shall process all service data requests within the time frame prescribed by the County and/or State. County shall have no liability for Contractor's failure to comply with County and/or State time frames.
- d. Upon request by County, Contractor shall provide to County within seven (7) days of the request, any and all client progress report(s), along with County authorization form(s) properly executed by the client(s),.

#### **5. Auditing.**

- a. Contractor shall maintain an audit file of all records pertaining to this Contract for a period of five years after the duration date of this Contract, or until final resolution of any audits, whichever occurs later.
- b. County will periodically evaluate Contractor's program units of service for the purpose of assessing the reasonableness of the County's payment for services provided. Contractor will be provided reasonable notice if additional contractual and/or service delivery issues are to be reviewed. Contractor is expected to prepare and provide to County the necessary reports

and other analysis to adequately explain Contractor's use of funds as specified in Exhibit "B" of this Contract.

## EXHIBIT B

### CONTRACT FOR BEHAVIORAL HEALTH SERVICES

#### 1. Compensation.

- a. Prior to commencement of services, Contractor shall provide a valid, current taxpayer ID number to Sierra County Auditor/Controller at (530) 289-3273. County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, the following sums in the following manner:
  - 1) County agrees to reimburse the Contractor for State-approved units of service during the term of this Contract, resulting from services, but not to exceed the Uniform Statewide Daily Reimbursement (USDR) rate per service rendered as described in Section 3.
  - 2) County shall compensate Contractor the Department of Health Care Services (DHCS) established Drug Medi-Cal rates, as outlined or any subsequent publication of updated rates from DHCS, for each service over the duration of this Contract. Such fees shall be calculated per MHSUDS Information Notice 19-035, or any subsequent publication of updated rates from DHCS.
  - 3) In no event shall the maximum allowable payment to Contractor in any fiscal year under this Contract exceed \$30,000.

#### 2. Billing.

Contractor shall bill County for services provided under this Contract as follows: For all services in a calendar month, Contractor shall invoice County by the 30th day of the following calendar month. Contractor must submit claims for payment on a Drug Medi-Cal Monthly Summary Invoice Form, which can be found at:

[http://www.dhcs.ca.gov/provgovpart/Documents/FMAB/Contract\\_Information/Doc\\_2K-2Lc/2H\\_AD1592\\_rev\\_02\\_2008.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/FMAB/Contract_Information/Doc_2K-2Lc/2H_AD1592_rev_02_2008.pdf)

#### 3. Documentation.

If County deems applicable, as part of the monthly invoicing process, Contractor shall provide, with each monthly invoice, documentation pertaining to client services provided during the invoiced month, as per any special requirements needed by third party payors or federal or state funding agencies. This requirement shall apply to all Contractors billing services on a per minute basis.

#### 4. Payments.

- a. County shall, within thirty (30) days following receipt of a correct monthly invoice meeting all criteria in this Contract, pay the undisputed charges on the invoice. If there are any disputed charges on the invoice, County shall include the explanation of the nature of the dispute with the payment for the undisputed charges and will provide Contractor with a Notice of Adverse Beneficiary Determination, if applicable. The parties shall exchange any information needed to resolve the dispute within a reasonable time.

#### 5. Audit Risk.

- a. In the case that Contractor-provided services are billed by the County to Medi-Cal, Contractor agrees to accept risk for Medi-Cal exceptions related to deficiencies in documentation or any other areas of responsibility to County to the extent allowed by law. Contractor further agrees to be responsible for reimbursing County any revenues to be paid to the State or Federal government, including but not limited to exceptions resulting from Medi-Cal audit, or as identified through utilization review and medical review by insurance carriers or other auditors. Said reimbursements shall include all lost revenues, damages of any kind, costs and attorney fees incurred by the County, and other charges assessed against the County to the full extent allowed by law.
  - b. Furthermore, as per County Provider Problem Resolution & Appeal Processes (Outpatient), County shall provide Contractor a process for appealing or disputing Medi-Cal exceptions or deficiencies demonstrated specifically attributable to Contractor by the County. Reimbursement to the County by Contractor shall not be required until the completion of the appeal or dispute resolution process.
- 6. County may deduct any such funds from other payments to Contractor if County includes a description of the basis for the deduction with its payment. Withholding Payment.**
- a. In addition to withholding payment due to disputed charges on a Drug Medi-Cal Monthly Summary Invoice, County shall have the right to withhold payment to Contractor under the following conditions:
    - 1) Contractor has not documented or has not sufficiently documented Contractor's services according to client records standards of the industry and any special requirements needed by third party payors or federal or state funding agencies.
    - 2) Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews and/or reviews of records in any form of information storage.
    - 3) Contractor has failed to sufficiently itemize or document the itemized Drug Medi-Cal Monthly Summary Invoice.
    - 4) When, in the opinion of the County and expressed by the County to Contractor in writing, the Contractor's performance, in whole or in part, has not been sufficiently documented.

**EXHIBIT C**  
**CONTRACT FOR BEHAVIORAL HEALTH SERVICES**

**DURATION AND EFFECTIVE DATE**

**1. Effective Date.**

This Contract shall be effective as of July 1<sup>st</sup>, 2020.

**2. Duration Date.**

This Contract shall remain in effect from the effective date stated above to June, 30<sup>th</sup>, 2022

**EXHIBIT D**  
**CONTRACT FOR BEHAVIORAL HEALTH SERVICES**

**GENERAL CONDITIONS**

**1. Independent Contractor.**

Contractor shall be deemed to be an independent contractor of County. Nothing in this Contract shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this Contract authorizes or permits the County to exercise discretion or control over the professional manner in which Contractor provides services. Contractor's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.

**2. No Eligibility for Fringe Benefits.**

Contractor understands and agrees that Contractor and its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

**3. Warranty of Contractor for Provision of Services.**

Contractor shall obtain and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in the Contract. Contractor shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the Business and Professions Code, and all other applicable laws for the type of services rendered under this Contract. Contractor agrees that it shall immediately notify County in writing of any termination, suspension, reduction, or restriction of any requisite license, accreditation, or certification held by Contractor and/or its employees. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed throughout the entire duration of this Contract under the local, state and federal laws and regulations applicable to the provision of services herein.

**4. Warranty of Contractor re Compliance with all Laws.**

Contractor shall keep informed of, observe, comply with, and cause all of its agents and personnel to observe and comply with all laws, rules, regulations, and administrative requirements adopted by federal, state, and local governments which in any way affect the conduct of work under this Contract. If any conflict arises between provisions of the scope of work or specifications in this Contract and any law, then the Contractor shall immediately notify the County in writing.

**5. Power and Authority of Contractor.**

If Contractor is a corporation, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation in good standing in the state of incorporation and authorized to transact business in the State of California.

**6. Termination for Cause.**

- a. If County determines that there has been a material breach of this Contract by Contractor that poses a threat to health and safety, County may immediately terminate the Contract.
- b. If any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to the Contractor:
  - 1) Contractor fails to perform Contractor's duties to the satisfaction of the County; or
  - 2) Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract; or
  - 3) Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; or
  - 4) Any requisite licenses or certifications held by Contractor are terminated, suspended, reduced, or restricted; or
  - 5) Contractor has not, to the satisfaction of the County, documented or has not sufficiently documented services provided by Contractor, which includes without limitation, failure to meet industry standards or failure to satisfy any special requirements needed by third party payors or federal or state funding agencies; or.
  - 6) Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews and/or reviews of records in any form of information storage; or
  - 7) Contractor fails to comply with any provision of the Mental Health Compliance Plan, Cultural Competence Plan, and Code of Ethics.
- c. For all other material breaches of this Contract, County must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within ten (10) days from the date of the written notice, County may terminate the Contract. Contractor shall thereafter have no further rights, powers, or privileges against County under or arising out of this Contract.
- d. In the event of termination, all obligations to provide services shall automatically terminate on the effective date of any termination.
- e. In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Contractor, which costs may include, but are not limited to, costs incurred by County in investigating and communicating with Contractor regarding said breach, including staff time.

**7. Termination for Convenience.**

- a. Either party may terminate this Contract at any time by providing the other party written notice of termination for convenience (Notice of Termination for Convenience). The Notice of Termination for Convenience shall specify the date upon which such termination will become effective, which shall be at least 30 calendar days after the date of the Notice for Termination for Convenience. Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time, on the specified date for termination set forth in the Notice of Termination for Convenience. Termination for convenience shall have no effect upon the rights and

obligations of the parties arising out of any services, which were provided prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination. After receiving a Notice of Termination for Convenience, Contractor shall, unless directed by County, place no further subcontracts for services or materials, terminate all subcontracts to the extent they relate to the work terminated, and settle all outstanding liabilities arising from the termination of subcontracts.

- b. Neither this section nor Section 6 of this Exhibit apply to a decision by either party not to exercise an option to renew this Contract.

**8. Power to Terminate.**

Termination of this Contract may be effectuated by the Health Agency Director without the need for action, approval, or ratification by the Board of Supervisors.

**9. Non-Assignment of Contract.**

Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor shall not delegate, assign, or otherwise transfer in whole or in part its rights or obligations under this Contract without the prior written consent of County. Any such assignment, transfer, or delegation without County's prior written consent shall be null and void.

**10. Entire Agreement and Modifications.**

This Contract supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this Contract. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

**11. Governing Law and Venue.**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions. All of the parties' rights and obligations created hereunder shall be performed in the County of Sierra, State of California and such County shall be the venue for any action or proceeding that may be brought, or arise out of, this Contract.

**12. Waiver.**

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

**13. Severability.**

The Contractor agrees that if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this contract so as to affect the original intent of the parties as closely as possible.

**14. Nondiscrimination.**

Contractor agrees that it will abide by all Federal and State labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, disability or national origin, and those conditions contained in Presidential Executive Order number 11246.

**15. Notices.**

- a. All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery) to the parties at the following addresses or sent by electronic transmission to the following facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):
  - 1) To the County:  
County of Sierra  
PO Box 265  
Loyalton, CA 96118
  - 2) To Contractor at:  
Aegis Treatment Centers, LLC.  
7246 Remmet Avenue  
Canoga Park, CA 91303  
818-206-0381 facsimile  
madelman@aegistreatmentcenters.com
- b. Any such notice shall be deemed to have been received if:
  - 1) In the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery or transmission;
  - 2) In the case of nationally recognized overnight courier, on the next business day after the date sent; or
  - 3) In the case of mailing, on the third business day following posting.

**16. Headings.**

The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

**17. Signatory Authority.**

Contractor warrants that it has full power and authority to enter into and perform this Contract, and the person signing this Contract warrants that he/she has been properly authorized and empowered to enter into this Contract.

**18. Indemnification.**

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every

nature arising out of or in connection with Contractor's performance or attempted performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by sole negligence or willful misconduct of County.

### **19. Insurance.**

- a. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons and/or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.
- b. Minimum Scope and Limit of Insurance. Coverage should be at least as broad as:
  - 1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - 2) Automobile Liability: ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
  - 3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
  - 4) (Not required if Contractor provides written verification it has no employees)
  - 5) Sexual Misconduct Liability, if applicable: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.
  - 6) Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.
- c. Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles

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

- d. Primary Coverage: For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- e. Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given by the insurance company to the County.
- f. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.
- g. Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- h. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- i. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County as stated by the County in writing.
- j. Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:
  - 1) The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
  - 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract work
  - 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract work.

- k. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- l. Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Contract. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- m. Certificates and copies of any required endorsements shall be sent to:  
County of Sierra  
PO Box 265  
Loyalton, CA 96118

#### Non-appropriation of Funds.

During the term of this Contract, if the State or any federal government terminates or reduces its funding to County for services that are to be provided under this Contract, then County may elect to terminate this Contract by giving written notice of termination to Contractor effectively immediately or on such other date as County specifies in the notice. In the event that the term of this Contract extends into fiscal year subsequent to that in which it was approved by the County, continuation of the Contract is contingent on the appropriation of funds by the Sierra County Board of Supervisors or, if applicable, provision of State or Federal funding source. If County notifies Contractor in writing that the funds for this Contract have not been appropriated or provided, this Contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either terminate this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount.

#### **20. Force Majeure.**

Neither County nor Contractor shall be deemed in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, Federal, States or other governmental bodies; any laws or regulations of such municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.

#### **21. Fiscal Controls.**

- a. The Office of Management and Budget (OMB) circulars are available at <http://www.whitehouse.gov/omb/circulars>.

## **22. Inspection or Audit of Records by Local, State or Federal Agency.**

- a. Unless a longer period is required by law, pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000) is subject to examination and audit of the State Auditor for a period of three years after final payment under the Contract.
- b. Additionally, Contractor shall allow the County, State Department of Health Care Services (DHCS), United States Department of Health and Human Services (HHS), the Comptroller General of the United States (Government Accountability Office, GAO), and all other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract and to inspect, evaluate and audit any and all books, records, and facilities maintained by Contractor and its agents, pertaining to such service at any time during normal business hours. Books and records include, without limitation, all physical records, including electronic records, originated or prepared pursuant to the performance under this Contract including work papers, reports, financial records, books of account, beneficiary records, prescription files, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this Contract, and for a period of five years thereafter, the Contractor shall furnish any such record, or copy thereof, to County, State DHCS, HHS, or GAO as requested.
- c. Contractor shall include in each of its contracts with any contractor performing work under this Contract, a provision providing that the subcontractor grants to the County, State Department of Health Care Services (DHCS), United States Department of Health and Human Services (HHS), the Comptroller General of the United States (Government Accountability Office, GAO), and all other authorized federal and state agencies, or their duly authorized representatives, the same rights to inspect, evaluate, audit and otherwise examine the contractor's records and facilities as set forth in section 24.b., above, of this Exhibit.

## **23. Nondisclosure.**

All reports, information, documents, or any other materials prepared by Contractor under this Contract are the property of County unless otherwise provided herein. Such reports, information, documents and other materials shall not be disclosed by Contractor without County's prior written consent. Any requests for information shall be forwarded to County along with all copies of the information requested. County shall make sole decision whether and how to release information according to law.

## **24. Conflict of Interest.**

Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code Sections 1090 and 87100 et seq. during the term of this Contract.

## **25. Immigration Reform and Control Act.**

Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract are aware of and understand the Immigration Reform and Control Act

("IRCA") of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Contract are in compliance with IRCA.

**26. Third Party Beneficiaries.**

It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement of this contract, shall be strictly reserved to County and Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person.

**27. Tax Information Reporting.**

Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.

**28. Delegation of Authority.**

- a. The scope of services covered in this Contract and the related compensation rates are anticipated types and rates for services. Accordingly, the Board of Supervisors delegates to the Health Agency Director or designee the authority to amend this Contract to exchange, delete, or add to the types of services and/or to increase compensation to Contractor up to the change order limits specified in the County's Contracting for Services Policy.
- b. Any amendment made pursuant to a delegation of authority will only be effective if, prior to the commencement of services or extension of said Contract, the amendment is memorialized in writing, is approved by County Counsel, and is signed by the Health Agency Director or designee and does not exceed the change order limits. This delegation of authority is expressly limited as stated herein.
- c. The Board of Supervisors expressly delegates to the Health Agency Director or designee the authority to decide whether to exercise the option to renew this Contract for two (2) one-year periods pursuant to Exhibit C. The Health Agency Director is permitted to agree to any rate change associated with a renewal of this Contract so long as that rate change from the allowed expenditure under the initial term of this Contract falls within the change order limits of the County's Contracting for Services Policy.

**EXHIBIT E**  
**CONTRACT FOR BEHAVIORAL HEALTH SERVICES**  
**SPECIAL CONDITIONS**

**1. Compliance with Health Care Laws.**

Contractor agrees to abide by all applicable local, State and Federal laws, rules, regulations, guidelines, and directives for the provision of services hereunder, including without limitation, the applicable provisions of the Civil Code, Welfare and Institutions Code, the Health and Safety Code, the Family Code, the California Code of Regulations, the Code of Federal Regulations, Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA), and the Health Insurance Portability and Accountability Act. This obligation includes, without limitation, meeting delivery of service requirements, guaranteeing all client's rights provisions are satisfied, and maintaining the confidentiality of patient records.

**2. No Discrimination In Level Of Services.**

As a condition for reimbursement, Contractor shall provide to and ensure that clients served under this Contract receive the same level of services as provided to all other clients served regardless of status or source of funding.

**3. Nondiscrimination.**

- a. Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human services, effective June 2, 1977, and found in the Federal Register, Volume 42, No.86 dated May 4, 1977.
- b. Contractor shall comply with the provisions of the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulation promulgated thereunder (Title 2 Section 7285 et seq.) The Contractor shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c. Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, access to programs or activities, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap.

**4. Quality Assurance.**

Contractor agrees to conduct a program of quality assurance and program review that meets all requirements of the State Department of Health Care Services. Contractor agrees to cooperate fully with program monitoring or other programs that may be established by County to promote high standards of mental health care to clients at economical costs.

**5. Compliance Certification.**

- a. Contractor shall certify in writing on an annual basis that it has complied with the following elements of this Contract:

- 1) Exhibit D.26.: Conflict of Interest
- 2) Exhibit E.6.: Screening for Inspector Generals' Excluded Provider List and Medi-Cal List of Excluded Providers
- 3) Exhibit E.7.; Compliance Plan
- 4) Exhibit E.8.: Cultural Competence Plan
- 5) Exhibit E.9.: Health Information Privacy and Security Policy and Training Program
- 6) Exhibit E.11.: Disclosures - Conviction of Crimes / Ownership Interest of Greater than 5%

Contractor shall sign the Contractor Certification form in conjunction with signing this Contract. The Contractor Certification form has been approved by the Health Agency Director and will be either provided with your Contract or can be found at:

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**6. Screening for Inspector Generals' Excluded Provider List and Medi-Cal List of Excluded Providers.**

At the time of securing a new employee or service provider, Contractor shall conduct or cause to be conducted a screening and provide documentation to County certifying that its new employee or service provider is not listed on the Excluded Provider List of the Office of the Inspector General or the Medi-Cal List of Excluded Providers. On a monthly basis, Contractor shall conduct or cause to be conducted a screening of all employees, contractors or agents assuring that neither Contractor nor any of its employees, contractors or agents are listed on the Excluded Provider List of the Office of the Inspector General or the Medi-Cal List of Excluded Providers.

**7. Compliance Plan.**

- a. Contractor shall, at a minimum, adopt and comply with all provisions of the latest version of the Health Agency Compliance Plan and Code of Conduct—Contractor and Network Provider Version (“Compliance Plan”). Contractor may adopt and comply with an alternate Compliance Plan and Code of Conduct if granted written approval by the Health Agency Compliance Officer. Contractor shall adopt effective measures to enforce compliance with the Compliance Plan by its employees, contractors and agents.
- b. Within 30 calendar days of hire, and annually thereafter, Contractor, its employees, contractors and agents shall read the latest edition of the Health Agency Compliance Plan and Code of Ethics and complete related training provided by Contractor or the Health Agency.
- c. Contractor shall maintain records providing signatures (either actual or electronic) from each employee, contractor and agent stating that they read the Compliance Plan, completed the related training and agree to abide by its contents. (Relias Learning or equivalent E-learning records are sufficient to comply with this requirement)

**8. Compliance with County Cultural Competence Plan.**

- a. Consistent with the County Cultural Competence Plan, Contractor will provide services that meet the cultural, ethnic and linguistic backgrounds of their clients, including but not limited to, access to services in the appropriate language and/or reflecting the appropriate culture or ethnic group. Contractor will use professional skills, behaviors, and attitudes in its system that ensures that the system, or those being seen in the system, will work effectively in a cross

cultural environment. Contractor shall adopt effective measures to enforce compliance with the Cultural Competence Plan by its employees, contractors and agents.

- b. The Cultural Competence Plan may be found here: <http://www.sierracounty.ca.gov/DocumentCenter/View/3897/SIERRA-COUNTY-DRAFT-CULTURAL-COMPETENCY-PLAN-?bidId=>

#### **9. Health Information Privacy and Security Policy and Training Program.**

- a. Contractor shall provide health information privacy and security training to all employees as required by Title 22 of the California Code of Regulations, the Health Information Portability and Accountability Act of 1996, the California Medical Information Act, and as required by County.
- b. Within 15 calendar days of hire, and annually thereafter, Contractor, its employees, contractors and agents shall read the latest edition of the Confidentiality Agreement and HIPAA primer for Contractor Use, and complete related training provided by the Health Agency. Contractor may adopt and comply with an alternate Confidentiality Agreement, HIPAA Policy, and related training if granted written approval by the Health Agency Compliance Officer.
- c. Contractor shall maintain records providing signatures (either actual or electronic) from each employee, contractor and agent stating that they read the Health Information Privacy and Security Policy, completed the related training and agree to abide by its contents. (Relias Learning or equivalent E-learning records are sufficient to comply with this requirement)

#### **10. Confidentiality.**

Contractor shall abide by all applicable local, State and federal laws, rules, regulations, guidelines, and directives regarding the confidentiality and security of patient information, including without limitation, Welfare and Institutions Code sections 14100 et seq, and 5328 et seq.; section 431.300 et seq. of Title 42 of the Code of Federal Regulations; the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations, including but not limited to Title 45 CFR Parts 142, 160, 162 and 164; and the provisions of Exhibit F of this Contract , (the Business Associate Agreement). Any conflict between the terms and conditions of this Contract and Exhibit F (the Business Associate Agreement) are to be read so that the more legally stringent terms and obligations of the Contractor shall control and be given effect. Contractor shall not disclose any client/patient identifying information, except as otherwise authorized by law.

#### **11. Disclosures.**

- a. Pursuant to 42 CFR § 455.104 and 42 CFR § 455.106, Contractor shall submit the disclosures described in this section regarding the Contractor's ownership and control and convictions of crimes. Contractor must submit new or updated disclosures to the Health Agency prior to entering into or renewing the Contract. Contractor shall submit an updated disclosure to the Health Agency within 35 calendar days of any change of ownership, conviction of crime by a Contractor employee, or upon request of the Department. Disclosures as provided herein:
- b. For disclosure of 5% or More Ownership Interest, Contractor shall provide in writing the following:
  - 1) The name and address of any person (individual or corporation) with an ownership or control interest in the contractor/network provider. The address for corporate entities shall

- include, as applicable, a primary business address, every business location, and a P.O. Box address;
- 2) Date of birth and Social Security Number (in the case of an individual);
  - 3) Other tax identification number, in the case of a corporation or other entity that uses a tax identification number for tax purposes;
  - 4) Whether the person (individual or corporation) with an ownership or control interest in the contractor/network provider is related to another person with ownership or control interest in the same or any other network provider of the Health Agency as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the managed care entity has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;
  - 5) The name of any other disclosing entity in which the Contractor or subcontracting network provider has an ownership or control interest; and
  - 6) The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.
- c. For disclosure of Conviction of Crime(s), Contractor shall provide in writing the following:
- 1) The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
  - 2) The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
  - 3) The Contractor shall supply the written disclosures to the County before entering into the Contract and at any time upon the County's request.
  - 4) Network providers should submit the same disclosures to the County regarding the network providers' criminal convictions. Network providers shall supply the disclosures before entering into the Contract and at any time upon the Department's request.

## **12. Record keeping and reporting of services.**

- a. Contractor shall keep complete and accurate records for each client treated pursuant to this Contract, which shall include, but not be limited to, diagnostic and evaluation studies, treatment plans, medication log, progress notes, program compliance, outcome measurement and records of services provided in sufficient detail to permit an evaluation of services, including timely access to such services, without prior notice. Such records shall comply with all applicable Federal, State, and County record maintenance requirements.
- b. Contractor shall submit informational reports as required by County on forms provided by or acceptable to County with respect to Contractor's program, major incidents, and fiscal activities of the program.
- c. Contractor shall collect and provide County with all data and information County deems necessary for County to satisfy State reporting requirements, which shall include, without limitation, Medi-Cal Cost reports in accordance with Welfare and Institutions Code 5651(a)(4),

5664(a) and (b), 5705(b)(3), 5718(c) and guidelines established by DHCS. Said information shall be due no later than 90 days after close of fiscal year of each year, unless a written extension is approved by the County. Contractor shall provide such information in accordance with the requirements of the Short-Doyle/Medi-Cal Cost Reporting System Manual, applicable state manuals and/or training materials, and other written guidelines that may be provided by County to Contractor.

**13. State Audits.**

Pursuant to California Code of Regulations, title 9, section 1810.380, Contractor shall be subject to State oversight, including site visits and monitoring of data reports and claims processing; and reviews of program and fiscal operations to verify that medically necessary services are provided in compliance with said code and the contract between the State and County. If the Contractor is determined to be out of compliance with State or Federal laws and/or regulations, the State may require actions of the County to rectify any out of compliance issue, which may include financial implications. Contractor agrees to be held responsible for their portion of any action the State may impose on the County.

**14. Equipment.**

- a. Contractor shall furnish all personnel, supplies, equipment, telephone, furniture, utilities, and quarters necessary for the performance of services pursuant to this Contract with the exception of:
  - 1) All required Behavioral Health forms;
  - 2) County may at its option and at County's sole discretion, elect to provide certain equipment which shall remain County property and be returned to the County upon earlier demand by or in no event later than the termination of the Contract. Contractor may at its option use County provided equipment for non-County clients as long as the equipment in any given instance is not for the sole use of non-County clients.

**15. Other Employment.**

- a. Contractor shall retain the right to provide services at another facility or to operate a separate private practice; subject, however, to the following prohibitions:
  - 1) No such private practice shall be conducted or solicited on County premises or from County-referred clients.
  - 2) Such other employment shall not conflict with the duties, or the time periods within which to perform those duties, described in this Contract.
  - 3) The insurance coverage provided by the County or by the Contractor for the benefit of the County herein is in no way applicable to or diminished by any other employment or services not expressly set forth in this Contract.

**16. State Department of Health Care Services Contract.**

Contractor agrees that this Contract shall be governed by and construed in accordance with the laws, regulations and contractual obligations of County under its agreement with the State Department of Health Care Services to provide specialty mental health services to Medi-Cal beneficiaries of Sierra County. (Medi-Cal Specialty Mental Health Services, Welfare and Institutions Code section 5775).

**17. Use of Information Provided by the Social Security Administration.**

Contractor shall comply with all conditions required under the Social Security Administration agreement with the California Department of Health Care Services

### **18. Placement Authority.**

County shall have sole and exclusive right to screen and approve or disapprove clients prior to placement in Contractor's facility. Approval must be obtained in writing by client's case manager or designee prior to placement under this Contract.

### **19. License Information.**

Contractor agrees that all facilities and staff including, but not limited to, all professional and paraprofessional staff used to provide services will maintain throughout the term of this Contract, such qualifications, licenses, registrations, certifications, and/or permits as are required by state or local law. Contractor shall provide County a written list of all licensed/registered/waivered or certified persons who may be providing services under this Contract. The list shall include the name, title, professional degree, license number, and NPI number.

### **20. Professional Licensing Waiver Requirements.**

Contractor shall comply with Department of Mental Health (DMH) Letter No 02-09 regarding waivers for professional licensing of all psychologists, clinical social workers, licensed professional clinical counselors, or marriage and family therapists employed by, or under contract to, County.

### **21. Gifts.**

Gifts may not be charged to this Contract, whether to Contractor staff or anyone else. However, incentive items for youth clients used in a clinical behavioral modification program are allowed with clinical documentation and compliance with established County procedures.

### **22. Violations and Deviations.**

- a. If the County discovers any practice, procedure, or policy of the Contractor which deviates from the requirements of this Contract, violates federal or state law, threatens the success of the program conducted pursuant to this Contract, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of service, County may require corrective action, withhold payment in whole or in part, or terminate this Contract immediately. If County notifies Contractor that corrective action is required, Contractor shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of the County within thirty (30) days, unless County notifies Contractor that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service. If Contractor is an in-patient facility, Contractor shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.
- b. Contractor shall notify the County immediately should Contractor or its agents be investigated for, charged with, or convicted of a health care related offense. During the pendency of any such proceedings, Contractor shall keep the County fully informed about the status of such proceedings and shall consult with the County prior to taking any action which will directly impact the County. This Contract may be terminated immediately by County upon the actual exclusion, debarment, loss of licensure, or conviction of Contractor or its agents of a health care offense. Contractor shall indemnify, defend, and hold harmless the County for any loss or damage resulting from the conviction, debarment, or exclusion of Contractor or its agents.

**23. Reports of Death, Injury, Damage, or Abuse.**

- a. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Contract and involving County's clients, Contractor shall immediately notify the County's Behavioral Health Administrator by telephone. In addition, Contractor shall promptly submit to County a written report including: (1) the name and address of the injured /deceased person; (2) the time and location of the incident; (3) the names and addresses of Contractor's employees and/or agents who were involved with the incident; (4) the names of County employees, if any, involved with the incident; and (5) a detailed description of the incident.
- b. Child Abuse Reporting. Contractor shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, Penal Code § 11164, et seq. Contractor shall require that all of its employees, consultants, and agents performing services under this Contract, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements
- c. Elder Abuse Reporting. Contractor shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (Welfare and Institutions Code § 15600 Code, et seq.). Contractor shall require that all of its employees, consultants, and agents performing services under this Contract, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements

**24. Trafficking Victims Protection Act of 2000.**

- a. Contractor shall comply with Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000 as amended (22 U.S.C. 7104(g)) as amended by section 7102. For full text, see:  
<http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>
- b. Contractor, Contractor's employees, and subcontractors shall not:
  - 1) Engage in severe forms of trafficking in persons during the period of time that the Contract is in effect.
  - 2) Procure a commercial sex act during the period of time that the Contract is in effect.
  - 3) Use forced labor in the performance of the award or sub-awards under the Contract.
- c. Contractor shall:
  - 1) Immediately notify the County's Behavioral Health Administrator, by telephone, in the event they receive any information from any source alleging a violation of a prohibition in Section 9a. of this Exhibit.
  - 2) Include the requirements of paragraph a. of this section in any Subcontract awarded under this Contract.
- d. Violation of any of these provisions is cause for immediate termination of the Contract.

**25. Disclosure of Unusual Incidents.**

Contractor shall notify the County's Behavioral Health Administrator, by telephone, of the violation of any provision of this Contract within 24 hours of obtaining reasonable cause to believe such a violation occurred. Notice of such violation shall be confirmed by delivering to the County's Behavioral Health Administrator, within 72 hours of obtaining a reasonable cause to believe that such violation occurred, a written notice which shall describe the violation in detail. Contractor shall comply with state law and the County's policies and requirements concerning the reporting of unusual occurrences and incidents.

**26. Standard for Security Configurations, if applicable.**

- a. Contractors accessing County's electronic health records system shall abide by and implement the standard Security Configurations below. The Contractor shall configure its computers with the applicable United States Government Configuration Baseline (USGCB) and ensure that its computers have and maintain the latest operating system patch level and anti-virus software level.
- b. The Contractor shall ensure IT applications operated on behalf of the County are fully functional and operate correctly on systems configured in accordance with the above configuration requirements. The Contractor shall test applicable product versions with all relevant and current updates and patches installed. The Contractor shall ensure currently supported versions of information technology products meet the latest USGCB major version and subsequent major versions.
- c. The Contractor shall ensure IT applications designed for end users run in the standard user context without requiring elevated administrative privileges.
- d. The Contractor shall ensure hardware and software installation, operation, maintenance, update, and patching will not alter the configuration settings or requirements specified above.
- e. The Contractor shall ensure that its subcontractors (at all tiers) which perform work under this Contract comply with the requirements contained in this clause.
- f. The Contractor shall ensure that computers which store Protected Health Information (PHI) and/or Personally Identifiable Information (PII) locally have hard drive encryption installed and enabled.
- g. For those Contractors accessing County's electronic health records system, County shall not provide the Contractor with computer hardware support in connection with the performance of this Contract. The County shall provide the Contractor with necessary electronic health records software support in connection with the performance of this Contract. The County and Contractor shall be aware of and exclusively responsible for all legal implications of the County providing the Contractor with any Computer support in connection with the performance of this Contract.

**27. Charitable Choice.**

- a. Contractor shall not use any money provided under this Contract for any inherently religious activities such as worship, sectarian instruction, and proselytization. In regard to rendering assistance, Contractor shall not discriminate against an individual on the basis of religion, a

religious belief, or refusal to actively participate in a religious practice. If an individual objects to the religious character of a program, Contractor shall provide a secular alternative at no unreasonable inconvenience or expense to the individual or the County.

- b. Contractor shall comply by 42 Code of Federal Regulations, Part 54.
- c. Contractor shall submit documentation annually showing the total number of referrals necessitated by religious objection to other alternative substance use disorder activities. This information must be submitted to the County by September 1st of each year, including the September 1st after the termination of this Contract. The annual submission shall contain all substantive information required by the County and be formatted in a manner prescribed by Department of Health Care Services (DHCS).

**28. No Unlawful Use or Unlawful Use Messages Regarding Drugs.**

Contractor agrees that information produced through funds allocated under this Contract, and which pertains to drug 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 11999-1199.3). Contractor agrees that it shall enforce, and shall require its agents, including contractors, to enforce these requirements.

**29. Restriction on Distribution of Sterile Needles.**

Contractor agrees that no Substance Abuse Prevention and Treatment (SAPT) Block Grant 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.

**EXHIBIT F**  
**CONTRACT FOR BEHAVIORAL HEALTH SERVICES**  
**BUSINESS ASSOCIATE AGREEMENT**

**1. General Provisions and Recitals.**

**A.** All terms used, but not otherwise defined below herein, have the same meaning as in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and their implementing regulations at 45 CFR Parts 160 through 165 (“HIPAA regulations”) (collectively along with state law privacy rules as “HIPAA laws”) as they may exist now or be hereafter amended.

**B.** A business associate relationship under the HIPAA laws between Contractor and County arises to the extent that Contractor performs, or delegates to subcontractors to perform, functions or activities on behalf of County under the Agreement.

**C.** County wishes to disclose to Contractor certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”), as defined by the HIPAA laws, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.

**D.** The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of the HIPAA laws.

**E.** The HIPAA Privacy and Security rules apply to Contractor in the same manner as they apply to County. Contractor agrees therefore to be in compliance at all times with the terms of this Business Associate Agreement and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

**2. Definitions.**

**A.** “Administrative Safeguards” are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of Contractor’s workforce in relation to the protection of that information.

**B.** “Agent” shall have the meaning as determined in accordance with the federal common law of agency.

**C.** “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA laws which compromise the security or privacy of the PHI.

**(1)** Breach excludes:

(a) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of Contractor or County, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

(b) Any inadvertent disclosure of PHI by a person who is authorized to access protected health information at the County or the Contractor, to another person authorized to access protected health information at the County, the Contractor, other covered entity or business associate, that has not been used or disclosed except in compliance with law.

(c) A disclosure of PHI where Contractor or County has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

(2) Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

(a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

(b) The unauthorized person who used the PHI or to whom the disclosure was made;

(c) Whether the PHI was actually acquired or viewed; and

(d) The extent to which the risk to the PHI has been mitigated.

**D.** "County PHI" means either: (1) PHI disclosed by County to Contractor; or (2) PHI created, received, maintained, or transmitted by Contractor pursuant to executing its obligations under the Contract.

**E.** "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

**F.** "Minimum Necessary" shall mean the Privacy Rule Standards in 45 CFR §164.502(b) and §164.514(d)(1).

**G.** "Physical Safeguards" are physical measures, policies, and procedures to protect Contractor's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion required by the HIPAA laws.

**H.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

### **3. Obligations and Activities of Contractor as a Business Associate.**

**A.** Contractor agrees not to use or further disclose County PHI other than as permitted or

required by this Business Associate Agreement or as required by law.

**B.** Contractor agrees to use appropriate safeguards and other legally-required safeguards to prevent use or disclosure of County PHI other than as provided for by this Business Associate Agreement.

**C.** Contractor agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic County PHI.

**D.** Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of County PHI by Contractor in violation of the requirements of this Business Associate Agreement or HIPAA laws.

**E.** Contractor shall ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions and conditions that apply through this Business Associate Agreement to Contractor with respect to such information.

**F.** Contractor agrees to provide access, within ten (10) calendar days of receipt of a written request by County, to PHI in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under 45 CFR § 164.524 or any other provision of the HIPAA laws.

**G.** Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that County directs or agrees to pursuant to 45 CFR § 164.526 at the request of County or an Individual, within fifteen (15) calendar days of receipt of said request by County. Contractor agrees to notify County in writing no later than ten (10) calendar days after said amendment is completed.

**H.** Contractor agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, County available to County and the Secretary in a time and manner as determined by County or as designated by the Secretary for purposes of the Secretary determining County's compliance with the HIPAA laws.

**I.** Contractor agrees to document any Disclosures of County PHI that Contractor creates, receives, maintains, or transmits on behalf of County, and to make information related to such Disclosures available as would be required for County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

**J.** Contractor agrees to provide County or an Individual, as directed by County, in a time and manner to be determined by County, any information collected in accordance with the Agreement, in order to permit County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with the HIPAA laws.

**K.** Contractor agrees that to the extent Contractor carries out County's obligation under the HIPAA laws Contractor will comply with the requirements of the HIPAA laws that apply to County in the performance of such obligation.

**L.** Contractor shall honor all restrictions consistent with 45 C.F.R. §164.522 that the County or the Individual makes the Contractor aware of, including the Individual's right to restrict certain disclosures of PHI to a health plan where the individual pays out of pocket in full for the healthcare item or service, in accordance with HITECH Act Section 13405(a).

**M.** Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Business Associate Agreement by employees who assist in the performance of functions or activities on behalf of County under this Contract and use or disclose protected information; and discipline employees who intentionally violate any provisions.

**N.** Contractor agrees to report to County immediately any Use or Disclosure of PHI not provided for by this Business Associate Agreement of which Contractor becomes aware. Contractor must report to County Breaches of County PHI in accordance with the HIPAA laws.

**O.** Contractor shall notify County within twenty-four (24) hours of discovering any Security Incident, including all data Breaches or compromises of County PHI, however, both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

(1) A Breach shall be treated as discovered by Contractor as of the first day on which such Breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor.

(2) Contractor shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other Agent of Contractor, as determined by federal or state common law of agency.

(3) Contractor's initial notification shall be oral and followed by written notification within 24 hours of the oral notification.

(4) Oral notification shall be made to the HIPAA Privacy Officer Lea Salas, Administrative Director of Behavioral Health. Written notification shall be sent to the following address:

**Sierra County Behavioral Health**

**Attention: Lea Salas, Administrative Director of Behavioral Health**

**PO Box 265**

**Loyalton, CA 96118**

HIPAA Privacy Officer  
Lea Salas, Administrative Director of Behavioral Health  
Or by Email at: [lsalas@sierracounty.ca.gov](mailto:lsalas@sierracounty.ca.gov)

(5) Contractor's notification shall include, to the extent possible:

(a) The identification of each Individual whose County PHI has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during the Breach;

(b) Any other information that County is required to include in the

notification to Individual under 45 CFR §164.404 (c) at the time Contractor is required to notify County or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

- (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- (ii) A description of the types of County PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (iii) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
- (iv) A brief description of what Contractor is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
- (v) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

**P.** County may require Contractor to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the County.

**Q.** In the event that Contractor is responsible for a Breach of County PHI in violation of the HIPAA Privacy Rule, Contractor shall have the burden of demonstrating that Contractor made all notifications to County consistent with Paragraph O and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

**R.** Contractor shall maintain documentation of all required notifications to County of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

**S.** Contractor shall provide County all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit County to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than ten (10) calendar days after Contractor's initial notice of the Breach to County.

**T.** Contractor shall continue to provide all additional pertinent information about the Breach to County as it may become available, in reporting increments of five (5) business days after the last report to County. Contractor shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to County, when such request is made by County.

**U.** Contractor shall bear all expense or other costs associated with the Breach and shall reimburse County for all expenses County incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other

costs associated with addressing the Breach.

V. Contractor shall train and use effective measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of County under this Contract and use or disclose protected information; and discipline employees who intentionally or repeatedly violate any provisions.

**4. Permitted Use and Disclosure by Contractor.**

A. Contractor may use or further disclose County PHI as necessary to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by County.

(1) Contractor may use County PHI, if necessary, for the proper management and administration of Contractor or to carry out legal responsibilities of Contractor.

(2) Contractor may disclose County PHI for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, if:

(a) The Disclosure is required by law; or

(b) Contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies Contractor of any instance of which it is aware in which the confidentiality of the information has been breached.

(3) Contractor may use or further disclose County PHI to provide Data Aggregation services relating to the Health Care Operations of Contractor.

B. Contractor shall make Uses, Disclosures, and requests for County PHI consistent with the Minimum Necessary principle as defined herein.

C. Contractor may use or disclose County PHI as required by law.

**5. Obligations of County.**

A. County shall notify Contractor of any limitation(s) in County's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Contractor's Use or Disclosure of PHI.

B. County shall notify Contractor of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Contractor's Use or Disclosure of PHI.

C. County shall notify Contractor of any restriction to the Use or Disclosure of PHI that County has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Contractor's Use or Disclosure of PHI.

D. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by County.

**6. Business Associate Termination.**

**A.** Upon County's knowledge of a material breach or violation by Contractor of the requirements of this Business Associate Agreement, County shall:

- (1) Provide an opportunity for Contractor to cure the material breach or end the violation within thirty (30) business days; or
- (2) Have the discretion to unilaterally and immediately terminate the Agreement, if Contractor is unwilling or unable to cure the material breach or end the violation within (30) calendar days.

**B.** Upon termination of the Agreement, Contractor shall either destroy or return to County all PHI Contractor received from County or Contractor created, maintained, or received on behalf of County in conformity with the HIPAA Privacy Rule.

- (1) This provision shall apply to all PHI that is in the possession of Subcontractors or Agents of Contractor.
- (2) Contractor shall retain no copies of the PHI.
- (3) In the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon determination by County that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Business Associate Agreement to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as Contractor maintains such PHI.

**C.** The obligations of this Business Associate Agreement shall survive the termination of the Contract.

**EXHIBIT G**  
**CONTRACT FOR BEHAVIORAL HEALTH SERVICES**

**QUALIFIED SERVICE ORGANIZATION AGREEMENT**

1. Contractor agrees that it is a Qualified Service Organization to the County within the meaning of 42 Code of Federal Regulations sections 2.11 and 2.12.
2. Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any patient records from County or through performing its obligations per this Contract, Contractor is fully bound by 42 Code of Federal Regulations Part 2 and analogous state laws.
3. Contractor further agrees that if necessary, it will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 Code of Regulations Part 2.



BRADLEY P. GILBERT, MD, MPP  
DIRECTOR

State of California—Health and Human Services Agency  
Department of Health Care Services



GAVIN NEWSOM  
GOVERNOR

DATE: June 10, 2020

Behavioral Health Information Notice No: 20-028

TO: California Alliance of Child and Family Services  
California Association for Alcohol/Drug Educators  
California Association of Alcohol & Drug Program Executives, Inc.  
California Association of DUI Treatment Programs  
California Consortium of Addiction Programs and Professionals  
California Council of Community Behavioral Health Agencies  
California Opioid Maintenance Providers  
California State Association of Counties  
Coalition of Alcohol and Drug Associations  
County Behavioral Health Directors  
County Behavioral Health Directors Association of California  
County Drug & Alcohol Administrators

SUBJECT: Drug Medi-Cal Reimbursement Rates for Fiscal Year 2020-21

REFERENCE: Sections 51516.1, Title 22, California Code of Regulations  
Sections 14021.51, 14021.6 and 14021.9, Welfare and Institutions Code  
Section 51516.1, Title 22, California Code of Regulations

**PURPOSE**

This Information Notice transmits Fiscal Year (FY) 2020-21 reimbursement rates for Drug Medi-Cal (DMC) services, effective July 1, 2020 through June 30, 2021.

**DISCUSSION**

The Department of Health Care Services (DHCS) developed the reimbursement rates in accordance with Welfare and Institutions Code Sections 14021.51, 14021.6, and 14021.9. These rates reflect analyses of costs for DMC services. A component of the FY 2020-21 analyses included use of a cumulative 26.4 percent Implicit Price Deflator. The rates are applicable to DMC services provided under the DMC State Plan regulations. The rates also apply to Narcotic Treatment Program providers operating under the DMC Organized Delivery System Section 1115 Waiver.

In addition, the rate for residential services provided to the Early and Periodic Screening, Diagnostic and Treatment (EPSDT) beneficiaries is equal to the current State rate for perinatal residential services. See [MHSUDS Information Notice 16-063](#) for billing policies for EPSDT clients.

For DMC billing for service dates on or after July 1, 2020, please refer to the following tables when populating the procedure and modifiers on the 837P electronic claim file of DMC claims submitted for adjudication.

**Non-Perinatal Service Groups, Types and Billing Codes**

Service Group	Service Type	Billing Codes		
		Procedure Code	Modifier	Modifier
IOT	Intensive Outpatient Treatment	H0015		
NAL	Naltrexone (NAL) generic	S5000	HG	
NAL	Naltrexone (NAL) brand name	S5001	HG	
NTP	NTP – Individual Counseling	H0004	HG	
NTP	NTP – Group Counseling	H0005	HG	
NTP	NTP - Methadone	H0020	HG	
ODF	ODF – Individual Counseling	H0004		
ODF	ODF – Group Counseling	H0005		
RES	Residential- Short –Term – EPSDT	H0018		
RES	Residential- Long-Term – EPSDT	H0019		

**Perinatal Service Groups, Types and Billing Codes**

Service Group	Service Type	Billing Codes		
		Procedure Code	Modifier	Modifier
IOT	Intensive Outpatient Treatment	H0015	HD	
NTP	NTP – Individual Counseling	H0004	HD	HG
NTP	NTP – Group Counseling	H0005	HD	HG
NTP	NTP - Methadone	H0020	HD	HG
ODF	ODF – Individual Counseling	H0004	HD	
ODF	ODF – Group Counseling	H0005	HD	
RES	Residential - Short-Term	H0018	HD	
RES	Residential – Long-Term	H0019	HD	

BEHAVIORAL HEALTH INFORMATION NOTICE NO.: 20-028  
Page 3  
June 10, 2020

**QUESTIONS**

Questions regarding the DMC rates may be directed to MEDCCC at [MEDCCC@dhcs.ca.gov](mailto:MEDCCC@dhcs.ca.gov).

Sincerely,

Rafael Davtian, Chief  
Local Government Financing Division

Enclosure

**Department of Health Care Services  
Local Governmental Financing Division  
Drug Medi-Cal (DMC) Rates for Fiscal Year 2020-21**

**Non Perinatal DMC**

Description	Unit of Service (UOS)	FY 2020-21 UOS Rate**
Narcotic Treatment Program (NTP) - Methadone	Daily	\$14.20
NTP - Individual Counseling	One 10-minute Increment	\$16.65
NTP - Group Counseling	One 10-minute Increment	\$3.80
Intensive Outpatient Treatment	Face-to-Face Visit	\$76.43
Naltrexone (*)	Face-to-Face Visit	\$19.06
Residential - for EPSDT Beneficiaries	Daily	\$112.55
Outpatient Drug Free (ODF) Individual Counseling	Face-to-Face Visit (Per Person)	\$83.30
ODF Group Counseling	Face-to-Face Visit (Per Person)	\$33.90

**Perinatal DMC**

Description	Unit of Service (UOS)	FY 20-21 UOS Rate**
NTP - Methadone	Daily	\$15.29
NTP - Individual Counseling	One 10-minute Increment	\$23.84
NTP - Group Counseling	One 10-minute Increment	\$6.09
Intensive Outpatient Treatment	Face-to-Face Visit	\$91.45
Perinatal Residential	Daily	\$112.55
ODF Individual Counseling	Face-to-Face Visit (Per Person)	\$119.23
ODF Group Counseling	Face-to-Face Visit (Per Person)	\$54.25

\* From FY 2002-03 through FY 2008-09, Naltrexone was frozen at the \$21.19 (FY 1999-2000) approved rate. Counties and service providers have not provided, submitted claims, nor reported cost for this service since FY 1997-98. For FY 2009-10, the \$21.19 frozen rate was reduced by 10 percent to \$19.07. Excluding county administration from the cost data used to produce the \$21.19 frozen approved rate decreased it to \$19.06. Drug Medi-Cal used \$19.06 as the FY 2020-21 developed rate.

\*\* FY 2009-2010 rates were adjusted by a 26.4 percent cumulative growth in the Implicit Price Deflator (IDP), in accordance with Welfare & Institutions Code Section 14021.9(b). The change from year to year are as follows: 0% for FY 2009-10, 3.2% for FY 2010-11, 2.5% for FY 2011-12, 1.9% for FY 2012-13, 2.1% for FY 2013-14, 1.2% for FY 2014-15, 0.4% for FY 2015-16, 1.9% for FY 2016-17, 2.4% for FY 2017-18, 2.3% for FY 2018-19, 2.9% for FY 2019-20 and 1.9% for FY 2020-21.

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

<b>MEETING DATE:</b> August 18, 2020	<b>TYPE OF AGENDA ITEM:</b> <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 June 16, 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><b>BOARD ACTION:</b> <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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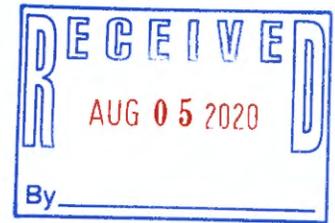
**COMMENTS:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
CLERK TO THE BOARD

\_\_\_\_\_  
DATE

Minutes to be distributed  
under separate cover  
and/or at meeting.

August 4, 2020



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

RE: Sierra County Fire Protection District #1

Honorable Members:

Please consider this my formal resignation as a member of the Fire Commission of the Sierra County Fire Protection District #1. I have served on this board for nearly fourteen years. It has been a great honor to serve the people of eastern Sierra County. The district has now concluded the annexation of all eastern Sierra County (excepting the City of Loyalton). At the same time we terminated the Sierra Valley Hospital District and brought in Eastern Plumas Hospital District, a district that has ambulances, a hospital, a clinic and a skilled nursing facility. I believe that eastern Sierra County—all of it—is much safer than previously. Everyone, everywhere in eastern Sierra County is now in a fire district and a hospital district.

Mr. Beals has pointed out that I started work on an effort such as this forty-four years ago. Some things take longer than others.

I do want to thank all the persons with whom I worked these past years. They were and are community minded and spent time and effort to help others.

Thank you again.

Sincerely,

A handwritten signature in black ink, appearing to read "W. G. Brown".

**DEPARTMENT OF WATER RESOURCES**

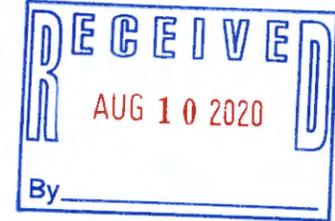
NORTHERN REGION OFFICE  
2440 MAIN STREET  
RED BLUFF, CA 96080-2356



August 8, 2020

Mr. Jim Beard, Chairperson, Board of Supervisors  
County of Sierra  
100 Courthouse Square Room 11 Post Office Drawer D  
Downieville, California 95936

Mr. Van Maddox, Sierra County Auditor  
County of Sierra  
Post Office Box 425  
Downieville, California 95936



**Subject: Statement for State Watermaster Service**

Fiscal Year: 2020-21  
Counties: Plumas and Sierra  
Service Area: Middle Fork Feather River

California Water Code, Section 4201, states that watermaster services are to be paid 100 percent by water right holders. As required by the California Water Code, Sections 4200 through 4305, the enclosed statement contains the total amount required for the service area and the apportioned cost to each water right holder. To simplify billing procedures, property owners of multiple parcels having water rights receive the total billing on one parcel, usually the largest parcel or the parcel having a residence.

Here is an itemized breakdown of the total charges of \$217,600 for FY 2020-21:

Description	Fiscal Year	Amount
Actual cost to provide watermaster service	2019-20	\$240,897
Amount estimated/billed to provide watermaster service	2019-20	-\$264,969
Difference between actual cost and billed amount	2019-20	-\$24,072
Amount estimated to provide watermaster service	2020-21	\$241,636
<b>Total bill (rounded to the nearest \$100)</b>	<b>2020-21</b>	<b>\$217,600</b>

DWR has modified how the program administration cost are distributed among the watermaster service areas beginning with Fiscal Year 2020-21. This change is being made to better reflect the administrative costs for each watermaster service area. The program administration costs are broken down to two categories:

1. Program Management – These are costs from the watermaster supervisor associated with managing the watermaster program, supervising staff, and resolving issues that arise in a service area.
2. Budget/Billing/Annual Water Use Report – These are costs associated with preparing the budgeting/billing packets and preparing the annual water use reports for the State Water Resources Control Board.

Mr. Jim Beard, Chairperson, Board of Supervisors, Sierra County  
Mr. Van Maddox, Sierra County Auditor  
August 9, 2019  
Page 2

The current watermaster budget, showing the various cost categories, as well as the previous year's budget and billing amounts has been included in this billing statement package.

When remitting payments to DWR, please identify the following:

- Tax year
- Portion of payment collected for any late fees or interest on past due assessments
- Service area for which the payment applies

Please send checks or money orders to the following address:

Department of Water Resources  
Attention: Cashier, Governmental Accounting Office  
Post Office Box 942836  
Sacramento, California 94236-0001

If you have any questions or need additional information, please contact Clint Womack, Chief, Water Operations Section of Oroville Field Division, at (530) 534-2439.

Sincerely,



Curtis K. Anderson, Chief  
Northern Region Office

Enclosures

cc: Ms. Laura Marshall, Sierra County Assessor  
Post Office Box 8  
Downieville, California 95936

Mr. Van Maddox, Sierra County Tax Collector  
Post Office Box 376  
Downieville, California 95936

STATE OF CALIFORNIA  
CALIFORNIA NATURAL RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES

STATEMENT FOR MIDDLE FORK FEATHER RIVER WATERMASTER SERVICE AREA  
PLUMAS AND SIERRA COUNTIES, 2020-2021

ESTIMATED COST TO WATER USERS  
FOR THE PERIOD OF JULY 1 2020 THROUGH JUNE 30 2021 ..... \$217,600  
(PREPARED IN COMPLIANCE WITH PART 4 DIVISION 2 OF WATER CODE)

APPORTIONMENTS TO BE BILLED AND COLLECTED BY PLUMAS COUNTY

DWR TRACT	TAX CODE	PARCEL CODE	WATER RIGHT OWNER	FLOW	COMPUTED COST
2-3	50030	010-060-099	Batchelder, Edward Van Liere	0.262	\$304
6-2	50030	010-060-079	Bertrand, Eldan & Virginia	2.690	\$1,554
28a, 28b-2, 31a, 31b, 31c, 31d	50030	010-070-030	Bradley, William F Trustee	4.289	\$2,378
24, 25a, 25b, 25c	50030	010-070-040	Carmichael, Shirley Jeanne Family Partnership	15.000	\$7,898
32b-1, 33	50030	010-090-048	Cook, Dean F & Sharon J	2.651	\$1,534
20-2, 23 , 10c, 13a1, 13a2, 13b1, 13b2, 17a, 17b-1, 17b-2, 17c, 18a, 18b, 18c, 18d, 18e, 19a1 , 19a2-1, 19b3, 19b4-1, 19b5, 19c1, 19c3 , 9-1a, 26-2	50030	010-070-049	D S Ranches	33.526	\$17,444
14a-4, 14a-5, 14b-4, 14b-5, 14c, 15a, 15b-1, 16-1	50030	010-030-004	Feather River Land Trust	7.886	\$4,232
42a, 42b	50030	025-230-031	Filippini, Clare Z Trustee	2.535	\$1,306
5	50030	010-060-085	Frei, Milton N	1.550	\$968
9-2a, 9-2b	50030	010-060-001	GGR Properties LLC an AZ LLC	0.925	\$646
12a-4, 12a-5, 12b-4, 12b-5, 12c-4, 12c-5	50030	010-030-027	Goodwin Family L P, George	4.450	\$2,462
1, 3	50030	010-020-003	Guidici, David L & Fern Trustee	7.793	\$4,184
2-2	50030	010-060-100	Kajans, Frederick E	0.191	\$266
29a, 29b	50030	025-430-016	Kirby, Patrick & Denena A H/W	1.600	\$994
8a, 8b, 8c, 8d	50030	010-060-056	Little Last Chance Ranch LLC	3.000	\$1,714
4, 6-1	50030	010-060-089	Pitchfork Cattle Company A NV Corp	6.160	\$3,342
27, 43a, 43b, 57	50030	010-070-022	Ramelli, Patricia Ann Trustee	6.400	\$3,466

APPORTIONMENTS TO BE BILLED AND COLLECTED BY PLUMAS COUNTY

DWR TRACT	TAX CODE	PARCEL CODE	WATER RIGHT OWNER	FLOW	COMPUTED COST
35a, 35b, 35c, 35d, 36a, 36b, 36c, 36d, 36e	50030	010-090-047-501	RCK Ranch LLC, A Colorado LLC ETAL	17.054	\$8,956
20-1	50030	010-070-044	Roberti Family Properties	4.779	\$2,632
19a2-2, 19b4-2, 21a1, 21a2, 21b3, 21c4, 22, 26s, 124	50030	010-050-045-501	Roberti Ranch Inc A Nevada Corp	8.126	\$4,356
2-1	50030	010-060-084	Rockridge (LTO) Inc A Nevada Corp	1.398	\$888
32a, 30a, 30b, 32b-2, 32c, 32d, 32e, 39a, 39b, 40a1, 40a2, 40b, 41a, 16-2	50030	010-090-049	Roen, Erik Trustee	28.712	\$14,794
	50030	025-220-026	Romano, Gary R Trustee	0.064	\$202
28b-1, 34, 37a, 37b, 38a, 38b	50030	010-090-004	Silva, Robert G & Virginia H/W	4.861	\$2,674
11a, 11b, 11c	50030	010-060-039	Simon, Paul A & Beverly J Trustee	4.050	\$2,256
26-1	50030	010-070-025	Spencer, Richard & Christine A H/W	0.059	\$200
7	50030	010-060-109	Williams, Bryan & Tiffany H/W	4.400	\$2,436
AMOUNT BILLED BY PLUMAS COUNTY TAX COLLECTOR					\$94,868

APPORTIONMENTS TO BE BILLED AND COLLECTED BY SIERRA COUNTY

DWR TRACT	TAX CODE	PARCEL CODE	WATER RIGHT OWNER	FLOW	COMPUTED COST
123-3	53005	018-060-021	Abate, Sebastian Bisval & Georgina CP	0.054	\$196
75	53005	012-130-020	Abrams, Allan M Trustee & Sharon L Trustee	1.500	\$942
118i-1	53005	013-110-128	Amodei, Arlene	0.282	\$314
118i-3	53005	013-110-115	Amodei, Brian	0.003	\$170
118i-7	53005	013-110-144	Amodei, Frank	0.018	\$178
118i-5	53005	013-110-084	Anderson, Lucy Katherine TTEE	0.023	\$180
114a-6	53005	013-110-124	Archer, Elizabeth A Trustee & Thomas S Trustee	0.184	\$264
122i-1, 122sp, 133	53005	018-030-002	Blake, Lucy TTEE	6.607	\$3,572
115-5 , 116-3	53005	015-010-021	Blide, Jennifer Trustee & Michael Trustee	0.042	\$190
72-2	53005	012-090-076	Boehm, Donald F & Jennifer L JT	0.062	\$200
101	53005	015-040-001	Bossert, Ron & Irene JT	0.186	\$264
114a-5	53005	013-110-125	Briglia, Thomas TC	0.085	\$212
115-4	53005	015-010-033	Cain, Katheryn E Co-TTEE & Wycoff Varee Co-TTEE	0.035	\$186
114a-1	53005	013-110-101	Chambers, Carolyn J	0.138	\$240
114a-3	53005	013-110-030	Church of Jesus Christ of LDS	0.095	\$218
81b-2, 82a, 82b-1-1, 82c-1, 82d	53005	012-140-064	Church, Randall G	5.483	\$2,994
118i-8	53005	013-110-129	Commendatore, James Anthony	0.047	\$194
104-5	53005	013-090-033	Copren, William G Trustee	1.081	\$726
116-5	53005	015-130-005	Cullen, Kris Charles	0.006	\$172
108-5	53005	015-072-001	Diltz, Beverly May Estate of	0.010	\$174
78, 81a, 81b-1	53005	012-150-003	Dobbas Properties LLC	5.313	\$2,906
77	53005	012-150-001	Dobbas, Donald J Succ Trustee	2.500	\$1,456
114a-8	53005	013-110-100	Edwards, Todd Eric JT & Helen JT	0.112	\$226
109	53005	015-080-001	Falvey, Sharon	0.010	\$174
82b-1-2, 82c-2	53005	013-070-006	Ferguson, Carolyn D	0.096	\$218
62a, 62b	53005	016-010-023	Filippini, Clare Z Trustee*	3.115	\$1,774
115-1	53005	015-130-010	Focha, Clare	0.007	\$172

APPORTIONMENTS TO BE BILLED AND COLLECTED BY SIERRA COUNTY

DWR TRACT	TAX CODE	PARCEL CODE	WATER RIGHT OWNER	FLOW	COMPUTED COST
71-3	53005	012-090-097	Freschi, Kathleen A & Michael G Trustee	0.075	\$208
115-3	53005	015-010-034	Gallagher, Lynn J JT Burelle Susan J JT	0.017	\$178
72-5	53005	012-090-102	Gatto, Greg C	0.423	\$386
55	53005	016-020-044	Genasci Ranch LLC	4.450	\$2,462
64a, 64b	53005	016-010-021	Genasci, James Attilio TTEE	1.450	\$916
45a, 45b-1, 46-2, 47-2	53005	016-090-058	Goicoechea, David & Kathleen JT	3.178	\$1,806
60a, 60b-1, 61a-1	53005	016-020-050	Grandi, Einen M & Rhonda JT	1.214	\$794
72-3	53005	012-090-103	Griffin, James P JT	0.041	\$190
108-2	53005	015-072-003	Griffin, Jerald	0.039	\$188
47-1	53005	016-090-050	Griffin, Randy Lynn & Richard Thomas Trust	0.800	\$580
114a-2	53005	013-110-134	Hamilton, Jeff SS	0.103	\$222
115-2	53005	015-130-011	Hartley, Jeffery Newton & Barbara	0.015	\$176
58 , 56	53005	016-020-024	Hill, Justin T TTEE & Sarah M TTEE	3.810	\$2,132
72-1	53005	012-090-094	Holland, Beverly Jean TTEE & Thomas R TTEE	0.227	\$286
104-1	53005	015-010-031	Holland, Casey D & Jenna E CP	0.145	\$244
118i-2	53005	013-110-120	Hollitz, Bonnie J & Rhynie K Trusteee	2.055	\$1,228
115-7, 116-4	53005	015-010-012	Hou, Qingming	0.105	\$222
97 , 89, 90, 100, 104-2, 120i, 120sp	53005	013-090-012	Jamison, Cinda L TTEE & William	27.247	\$14,208
70-3	53005	012-090-073	Johnson, James E & Karen A JT	0.021	\$180
116-1	53005	015-010-009	Johnson, Joshua	0.037	\$188
123-1	53005	018-060-010	KLDW Wycorp Inc	0.009	\$174
99-1	53005	013-090-042	Maddalena, Cindy A CP	6.130	\$3,328
121	53005	015-010-001	Maddalena, Guido J Jr SS ETAL & Donald TTEE	2.300	\$1,354
103	53005	015-023-006	Maddalena, Joseph A & Mary L JT	0.020	\$178
104-4	53005	013-110-117	Maddalena, Lacey A SS	3.500	\$1,972
93	53005	013-090-002	Martinetti, Jess A Trustee	6.330	\$3,430
108-4	53005	015-052-013	McCormack, Brendan & Meschery Megan CP	0.027	\$182

APPORTIONMENTS TO BE BILLED AND COLLECTED BY SIERRA COUNTY

DWR TRACT	TAX CODE	PARCEL CODE	WATER RIGHT OWNER	FLOW	COMPUTED COST
50	53005	016-090-016	Mello, Paul TTEE & Sandra K	0.040	\$190
114a-7	53005	013-110-111	Miercort, Roger D TTEE ETAL	0.012	\$174
70-1a, 70-1b, 70-1c, 71-1	53005	012-090-108	Molland, Michael E	1.675	\$1,032
110	53005	015-080-008	Moore, Brian R	0.017	\$178
111-2	53005	013-110-094	Moreau, Mary E Trustee & Sierra View Ranch LTD	0.810	\$586
106	53005	015-052-012	Netherby, Tracie Lyn & Michael David	0.013	\$176
79a-1, 79b-1, 79c, 82b-2	53005	013-070-023	Ortiz-Turner, Elva Trustee & Russell	1.313	\$846
48-3	53005	016-090-055	Pang, John	0.021	\$180
61a-2, 61b	53005	016-020-015	Pantufia Properties LLC	1.376	\$878
92	53005	013-090-014	Pasco, Kent Est of	4.900	\$2,694
107	53005	015-060-007	Pasquetti, Donald Robert	0.020	\$178
104-3	53005	013-110-109	Pasquetti, Johnny R & Pamela CP	0.147	\$244
45b-2	53005	016-090-036	Plazola, Jose Guadalupe & Maria L JT	0.684	\$522
114b-1, 115-6	53005	013-110-066	Pombo, Alfred James Trustee & Karla Sue Trustee	2.448	\$1,430
48-1	53005	016-090-053	Potter, Christine M & Arnold J	1.534	\$958
52i, 54a, 54b, 59a, 59b	53005	016-020-048	RCK Ranch LLC ETAL Sparrowk Jack CP ETAL	6.546	\$3,542
53i	53005	016-020-042	Rees, Carolyn & Timothy C	1.100	\$736
63a, 63b, 63c, 65, 66, 67, 74a, 74b, 74c, 74d, 72-4, 73	53005	016-010-001	Roen, Erik O Trustee	44.387	\$23,040
	53005	012-090-114	Rumer, Andrew F TTEE	2.298	\$1,352
94, 95-1, 95-2, 96	53005	013-090-011	Sanford, Linda Trustee	8.550	\$4,574
98	53005	013-070-007	Sattley 89 Ranch LLC	4.250	\$2,358
118i-6	53005	013-110-085	Savarino, Robert TTEE & Ruth Ann TTEE	0.015	\$176
117-1	53005	015-110-006	Schirmers, Frances	0.025	\$182
82b-3	53005	013-080-001	Schoensee, Susan	0.006	\$172
99-2	53005	013-110-004	Schutte, Michael L SS ETAL	0.020	\$178
46-3, 48-2	53005	016-090-054	Sierra Valley Development	1.181	\$778
46-1	53005	016-090-024	Sierra Valley Enterprises LLC	1.857	\$1,126

APPORTIONMENTS TO BE BILLED AND COLLECTED BY SIERRA COUNTY

DWR TRACT	TAX CODE	PARCEL CODE	WATER RIGHT OWNER	FLOW	COMPUTED COST
114b-2	53005	015-100-004	Sierraville Community Church	0.009	\$174
108-1 , 108-3	53005	015-072-002	Skutt, Jay C & Jeanne JT	0.097	\$218
111-1	53005	013-110-093	Spencer, Travis J & Coustette-Spencer Sara E	0.149	\$246
112, 119	53005	015-090-005	Studer, Tracy R	1.350	\$864
114a-9	53005	013-110-110	Theis, David Alan & Janet Lingard	0.062	\$200
111-3	53005	015-080-010	Thompson, Peter R Trustee & Sally Jean D TTEE	0.041	\$190
86, 87a, 87b, 88a, 88b , 83a, 83b, 84-2	53005	012-150-010	Tong, Arthur D Trustee	8.993	\$4,802
80a	53005	012-140-016	Turner, Connie M. Trustee	0.020	\$178
84-1, 85a, 85b	53005	012-150-026	Turner, Kevin John	2.857	\$1,640
79a-2, 79b-2, 80b	53005	012-140-058	Turner, Russel A Trustee	0.787	\$574
114a-4	53005	013-110-135	Valdez, Jon JT	0.209	\$276
116-2	53005	015-010-008	Vaum, Robert J Trustee	0.029	\$184
118i-9	53005	013-110-127	Virtue, Anna Berry TTEE ETAL & Randy L TTEE ETAL	0.010	\$174
123-2	53005	018-060-020	Vokel, Zdenko & Ileana JT	0.057	\$198
118i-4	53005	013-110-059	Von Tour, Dorothy & Michael	0.046	\$192
68, 91, 126	53005	012-130-019	Wallace, Donald A	8.657	\$4,630
70-2	53005	012-090-109	Welsh, Louis T Trustee & Susan K	0.068	\$204

AMOUNT BILLED BY SIERRA COUNTY TAX COLLECTOR

\$119,348

APPORTIONMENTS TO BE BILLED AND COLLECTED BY STATE DEPARTMENT OF WATER RESOURCES

DWR TRACT	TAX CODE	PARCEL CODE	WATER RIGHT OWNER	FLOW	COMPUTED COST
49-2, 51-2		DIRECT	CA Dept. of Fish & Game	2.800	\$1,612
60b-2, 125		DIRECT	Loyalton, City of	0.941	\$654
69		DIRECT	Sierra Co. Calpine Waterworks	0.520	\$436
122i-2		DIRECT	Sierra County	0.009	\$174
105		DIRECT	Sierraville PUD	0.660	\$508

AMOUNT BILLED BY STATE DEPARTMENT OF WATER RESOURCES \$3,384

AREA TOTAL 380.080 \$217,600

\* OWNER HAS WATER RIGHTS IN BOTH COUNTIES. TOTAL WATER RIGHTS AND COST ARE ARE SHOWN IN THE OTHER COUNTY

WITNESS MY HAND AND SEAL OF THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA, THIS SIXTH DAY OF AUGUST, 2020

STATE OF CALIFORNIA  
CALIFORNIA NATURAL RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES



CURTIS K. ANDERSON, CHIEF  
NORTHERN REGION OFFICE

WATERMASTER SERVICE AREA (WMSA)	HOURS			SALARIES		Subtotal	OE&E							SALARY & OE&E		Program Management 1/	Billing/Budget Annual Report SWRCB 2/	COST (BUDGET) for 2020-2021 WATERMASTER SERVICE	WMSA Percent of Total Est. Cost	FY 2019/2020 Budget	FY 2019/2020 Actual Cost	Billing Adjustment (FY 2019/2020 Budget - Actual Cost)	Costs to be billed in FY 2020-2021	FY 2020-2021 Actual Billing Rounded to Nearest \$100	
	Reg. Hours	OT	Subtotal	Reg.	OT \$\$		Per Diem	Vehicle Ops	Storage Shed	IT Equip.	Stream Gage & Structure O&M	Stream G. & Struct. Install	Supplies	OE&E Subtotal	OE&E Subtotal										
9 Sierra Valley	1,500	178	1,678	\$185,796	\$21,800	\$ 207,636	\$ -	\$ -	\$ -	\$ 1,800	\$ -	\$ 16,900	\$ -	\$ -	\$ 18,600	\$ 228,236	\$ 10,000	\$ 6,400	\$ 241,836	38.2%	\$ 284,868	\$ 240,896.71	\$ (24,072.23)	\$ -	\$ 217,600

Notes: 1/ These are costs from the watermaster supervisor associated with managing the watermaster program, supervising staff, and resolving issues that arise in a service area.  
2/ These are costs associated with preparing the budgeting/billing packets and preparing the annual water use reports for the State Water Resources Control Board.

SIERRA VALLEY WATERMASTER SERVICE AREA

Updated July 23, 2018 by TDP

JULY 1, 2020 TO JUNE 30, 2021

SALARIES AND PER DIEM 2/		July 2020		August 2020		September 2020		October 2020		November 2020		December 2020		January 2021		February 2021		March 2021		April 2021		May 2021		June 2021		TOTAL		SALARIES AND PER DIEM 2/			
		Hours	Cost (\$)	Hours	Cost (\$)	Hours	Cost (\$)	Hours	Cost (\$)	Hours	Cost (\$)	Hours	Cost (\$)	Hours	Cost (\$)	Hours	Cost (\$)	Hours	Cost (\$)	Hours	Cost (\$)	Hours	Cost (\$)	Hours	Cost (\$)	Hours	Cost (\$)	Hours	Cost (\$)		
<b>Field and Office Work 3/</b>																														<b>Field and Office Work 3/</b>	
Luis Sepulveda (WREA)	3/	Luis Sepulveda (WREA)																												3/	
Regular Salary		120	\$ 15,000	120	\$ 15,000	120	\$ 15,000	20	\$ 2,500	20	\$ 2,500	16	\$ 2,000	0	\$ -	0	\$ -	20	\$ 2,500	40	\$ 5,000	80	\$ 10,000	120	\$ 15,000	676	\$ 84,500	Regular Salary			
Overtime 4/		30	\$ 3,750	30	\$ 3,750	10	\$ 1,250	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4	\$ 500	30	\$ 3,750	104	\$ 13,000	Overtime 4/			
Per Diem		na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	Per Diem			
<b>Total</b>		150	\$ 18,750	150	\$ 18,750	130	\$ 16,250	20	\$ 2,500	20	\$ 2,500	16	\$ 2,000	0	\$ -	0	\$ -	20	\$ 2,500	40	\$ 5,000	84	\$ 10,500	150	\$ 18,750	780	\$ 97,500	<b>Total</b>			
Clint Womack (WSS)	3/	Clint Womack (WSS)																												3/	
Regular Salary		16	\$ 2,448	16	\$ 2,448	4	\$ 612	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4	\$ 612	8	\$ 1,224	8	\$ 1,224	16	\$ 2,448	72	\$ 11,016	Regular Salary			
Overtime 4/		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	Overtime 4/			
Per Diem		na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	Per Diem			
<b>Total</b>		16	\$ 2,448	16	\$ 2,448	4	\$ 612	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4	\$ 612	8	\$ 1,224	8	\$ 1,224	16	\$ 2,448	72	\$ 11,016	<b>Total</b>			
Jason LaDeux (WRTII)	3/	Jason LaDeux (WRTII)																												3/	
Regular Salary		0	\$ -	140	\$ 16,800	120	\$ 14,400	40	\$ 4,800	20	\$ 2,400	16	\$ 1,920	0	\$ -	0	\$ -	0	\$ -	20	\$ 2,400	40	\$ 4,800	80	\$ 9,600	140	\$ 16,800	616	\$ 73,920	Regular Salary	
Overtime 4/		0	\$ -	30	\$ 3,600	10	\$ 1,200	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4	\$ 480	30	\$ 3,600	74	\$ 8,880	Overtime 4/			
Per Diem		na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	Per Diem			
<b>Total</b>		0	\$ -	170	\$ 20,400	130	\$ 15,600	40	\$ 4,800	20	\$ 2,400	16	\$ 1,920	0	\$ -	0	\$ -	0	\$ -	20	\$ 2,400	40	\$ 4,800	84	\$ 10,080	170	\$ 20,400	690	\$ 82,800	<b>Total</b>	
Chris Reilly (WRTII)	3/	Chris Reilly (WRTII)																												3/	
Regular Salary		0	\$ -	0	\$ -	0	\$ -	0	\$ -	16	\$ 1,920	16	\$ 1,920	0	\$ -	0	\$ -	0	\$ -	16	\$ 1,920	16	\$ 1,920	32	\$ 3,840	40	\$ 4,800	136	\$ 16,320	Regular Salary	
Overtime 4/		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	Overtime 4/			
Per Diem		na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	Per Diem			
<b>Total</b>		0	\$ -	0	\$ -	0	\$ -	0	\$ -	16	\$ 1,920	16	\$ 1,920	0	\$ -	0	\$ -	0	\$ -	16	\$ 1,920	16	\$ 1,920	32	\$ 3,840	40	\$ 4,800	136	\$ 16,320	<b>Total</b>	
<b>OE&amp;E</b>		<b>OE&amp;E</b>																												<b>OE&amp;E</b>	
Vehicle Operations 5/		na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	Vehicle Operations 5/			
Storage Shed 6/		na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	Storage Shed 7/			
IT 7/		na	\$ 1,800	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ 1,800	IT 8/			
Equipment 8/		na	\$ 1,400	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	Equipment 9/			
Stream gage and Structure O&M 9/		na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ 4,800	na	\$ 12,000	na	\$ -	na	\$ -	na	\$ -	Stream gage and Structure O&M 10/			
New Stream gage and Structure Install 10/		na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	New Stream gage and Structure Install 11/			
Supplies 11/		na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	Supplies 12/			
<b>Total</b>		na	\$ 3,200	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ -	na	\$ 4,800	na	\$ 12,000	na	\$ -	na	\$ -	na	\$ -	<b>Total</b>			
<b>TOTAL</b>		166	\$ 24,398	336	\$ 41,598	264	\$ 32,482	60	\$ 7,300	40	\$ 4,900	32	\$ 3,920	0	\$ -	0	\$ 4,800	44	\$ 17,512	88	\$ 11,024	176	\$ 21,804	336	\$ 41,598	1,542	\$ 226,236	<b>TOTAL</b>			

Notes:

- 1/ This estimate is used for Watermaster budgeting and billing purposes for FY 2019-2020.
- 2/ The approximate W.R. Tech II service area labor hourly rate = \$ 120 . This is increased from 18/19 YR to reflect +4% increase in salary adjustment. No direct engineer support is provided to this Service Area.  
The approximate W.S.S. service area labor hourly rate = \$ 153 . This is increased from 18/19 YR to reflect +4% salary increase. No direct engineer support is provided to this Service Area.  
The approximate WREA service area labor hourly rate = \$ 125 . This is increased from 18/19 YR to reflect +4% salary increase. (Note: WRTII is at top of salary range with additions. No direct engineer support is provided to this Service Area.)
- 3/ Field work includes measuring and regulating every diversion once a week during non-surplus periods, planning and labor for watermaster structures installation and repair (SV-September, - October/LLCWD-contract goes through December), and streamflow gage O&M. Office work includes annual update of field schedules, control files, billing, Watermaster Report including streamflow gage data, and digital decree and map files, and responding to letters and telephone calls.
- 4/ Overtime is worked only when necessary during the busy part of the irrigation season, when stream flows and diversion amounts are changing quickly.
- 5/ All vehicle O & M costs went on overhead in FY 2009-2010.

- 6/ Storage shed cost not charged by OFD.
- 7/ Includes hardware, software and upgrades for the Watermaster. DWR's computer replacement policy is every 4 years.
- 8/ Includes computers, power and hand tools, current meters etc.
- 9/ Includes purchases for replacement items such as dataloggers, GOES radios, solar panels, rip-rap, culverts, and backhoe and operator etc.
- 10/ Includes labor and misc. for enviro permitting, extra labor for construction and design, construction material, and equipment.
- 11/ Includes general consumable items such as lumber, nails, pencils, paper, notebooks etc.

Irrigation Season: The summer irrigation season for Sierra Valley starts on March 15 and ends on September 30, Little Last Chance Water District contract goes until Dec. 31st. The watermaster is allotted two weeks at the beginning and end of the summer irrigation season to set-up and

# NOTICE OF INTENT TO HARVEST TIMBER

A Timber Harvesting Plan (Plan) or Amendment has been submitted to the California Department of Forestry & Fire Protection (CAL FIRE). CAL FIRE will be reviewing the proposed timber operation for compliance with State law and rules of the Board of Forestry and Fire Protection. The following briefly describes the proposed timber operation and where and how to get more information. In accordance with the timeline stated under Public Resources Code Section 4582.7, you may submit written public comments on the Plan or Amendment for CAL FIRE to consider.

This notice applies to (select one):  New Timber Harvesting Plan  Amendment Approved Timber Harvesting Plan

**Applicant Information** (Timberland Owner(s), Registered Professional Forester who prepared the plan and Plan Submitter should match those listed in the plan or amendment.)

1. The name(s) of the Timberland Owner(s) where timber operations are to occur: Diane L. Neubert and Richard T. Neubert, Trustees

2. Registered Professional Forester who prepared the plan or amendment: Carrie Morgan

Registered Professional Forester Phone (optional): (530) 446-4572

3. The name of the Plan or Amendment Submitter: Richard T. Neubert, Trustee

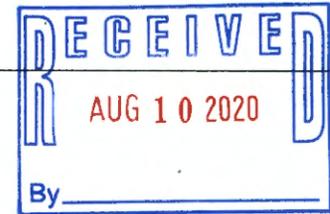
**Project Summary** (County, legal description, acres proposed to be harvested and treatments to be used should match those listed in the plan or amendment.)

4. Location of the proposed timber operation (county, legal description, approximate direction & approximate distance of the timber operation from the nearest community or well-known landmark):

Sierra County, SE ¼ of NW ¼ of Section 17, Township 18 North, Range 09 East, M.D.B.&M. The planned timber operation is approximately ¾ of a mile southeast of Pike and 3.5 miles southeast of Camptonville.

5. The name of, and distance from, the nearest perennial stream and major watercourse flowing through or downstream from the timber operation:

Grizzly Gulch is approximately 700 feet north of the timber harvest boundary.



6. Acres proposed to be harvested: 13

7. The regeneration methods and intermediate treatments to be used:  
Selection

POWERLINES: 14 CCR 1032.7(d)(10) & (e) (provide name and mailing addresses of the utilities for department distribution)

8.  Yes  No Overhead electrical power lines within the plan boundary? (except lines from transformers to service panels)

9.  Yes  No Overhead powerlines within 200 feet outside the plan boundary?

**Public Information:** The review times allowed for CAL FIRE to review the proposed timber operation are variable in length, but limited. To ensure CAL FIRE receives your comments please read the following:

The estimated earliest possible date CAL FIRE may APPROVE the Plan or Amendment is: 8-20-2020  
(This date is 15 calendar days from receipt of the Plan or Amendment by CAL FIRE, except in counties for which special rules have been adopted where the earliest date is 45 calendar days after receipt.)

**NOTE:** THE ESTIMATED EARLIEST APPROVAL DATE IS PROBABLY NOT THE ACTUAL APPROVAL DATE. Normally, a much longer period of time is available for public comment and preparation of CAL FIRE's responses to public comments. Please check with CAL FIRE, prior to the above listed date, to determine the actual date that the public comment period closes.

The public may review, or purchase a copy of, the Plan or Amendment at the CAL FIRE Review Team Office shown below. The cost to obtain a copy is 37 cents for each page, \$2.50 minimum per request. The cost to obtain a copy of this plan or amendment is: \$29.97  
(to be completed by CAL FIRE upon receipt of plan).

Questions or concerns regarding this plan should be directed to the CAL FIRE Review Team Office shown below or emailed to [ReddingPublicComment@fire.ca.gov](mailto:ReddingPublicComment@fire.ca.gov) for incorporation into an Official Response Document. Please include the plan number on all correspondence.

Forest Practice Program Manager  
CAL FIRE  
6105 Airport Road  
Redding, CA 96002  
(530) 224-2445

The plan may be viewed online at <https://caltreesplans.resources.ca.gov/caltrees/> A map showing the approximate boundary of the THP area, a map legend, and a scale is attached to help in locating where the proposed timber operation is to occur.

For CAL FIRE Use Only

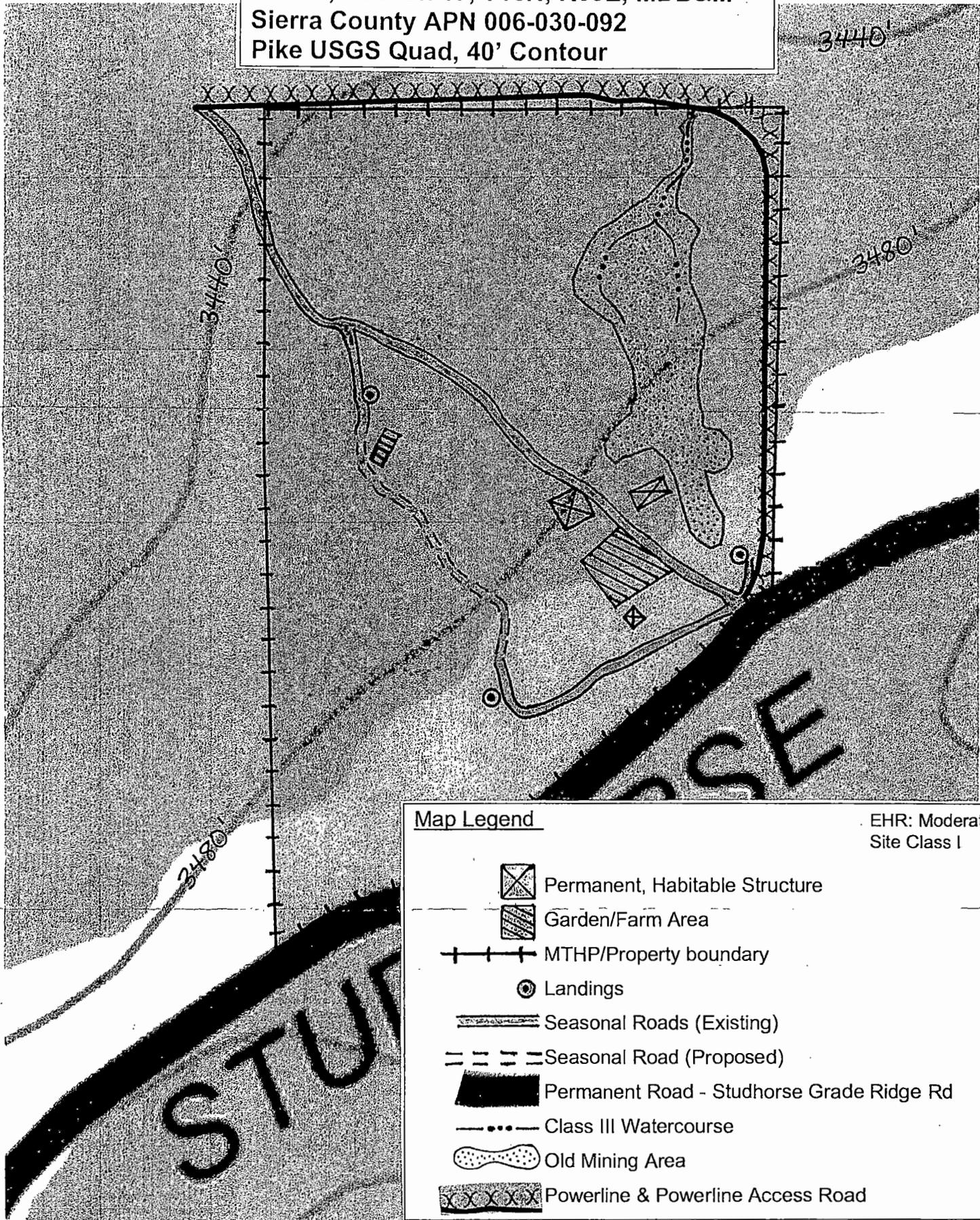
Timber Harvest Plan Number: 2-20-00135-SIE

Date of Receipt:

**RECEIVED**

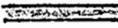
**AUG 06 2020**

Ridge Rd MTHP Operations Map  
 NW ¼, Section 17, T18N, R09E, MDB&M  
 Sierra County APN 006-030-092  
 Pike USGS Quad, 40' Contour

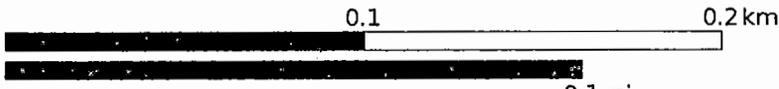


Map Legend

EHR: Moderate Site Class I

-  Permanent, Habitable Structure
-  Garden/Farm Area
-  MTHP/Property boundary
-  Landings
-  Seasonal Roads (Existing)
-  Seasonal Road (Proposed)
-  Permanent Road - Studhorse Grade Ridge Rd
-  Class III Watercourse
-  Old Mining Area
-  Powerline & Powerline Access Road

Map\_1  
 WGS84  
 USNG Zone 10SFJ  
 CalTopo

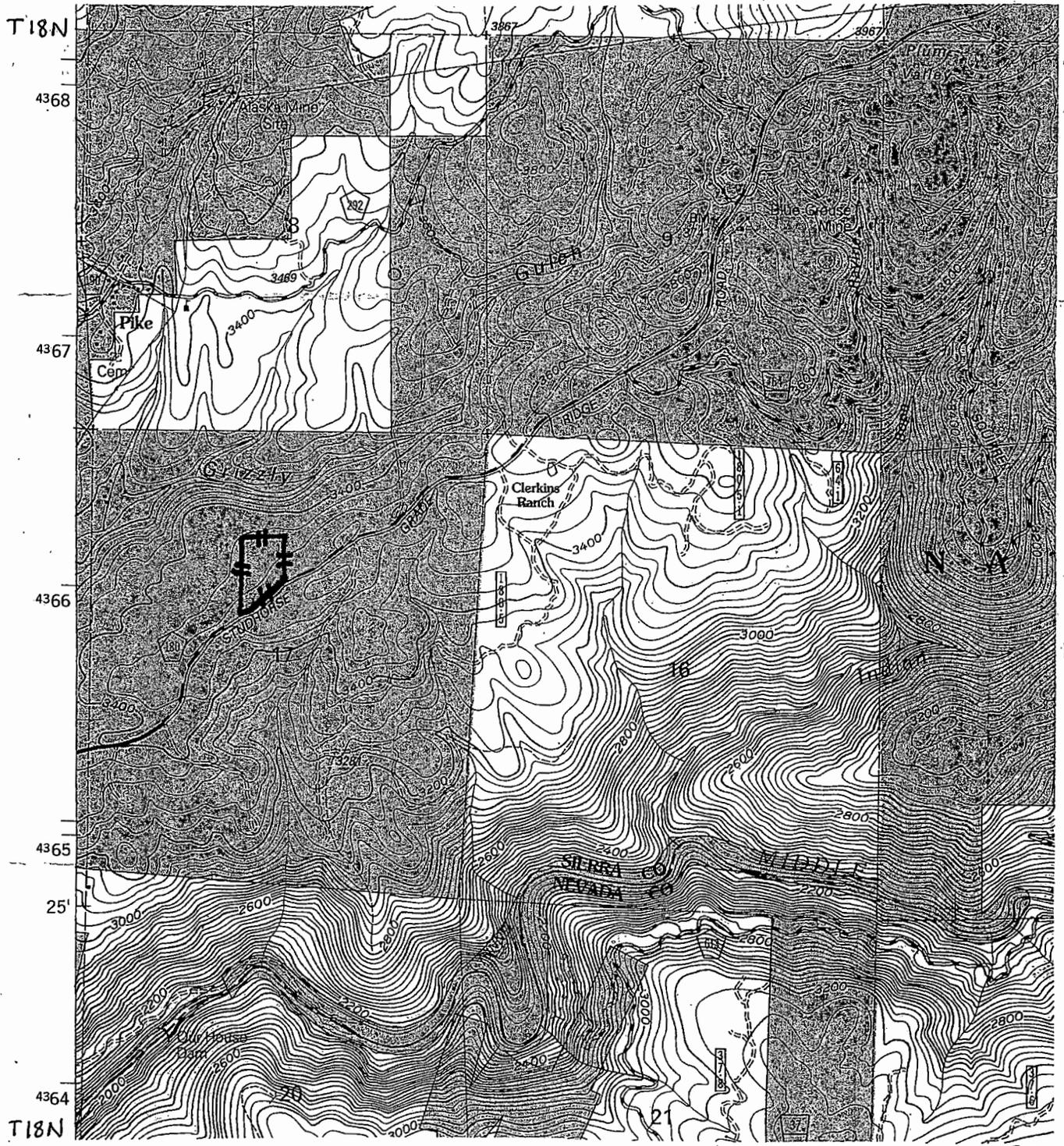


Scale 1:2099 1 inch = 175 feet



Ridge Rd MTHP  
Project Location Map  
NW ¼ Section 17, T18N, R09E, MDB&M

USGS Pike Quadrangle  
7.5 Minute Series



Scale 1:24000  
Contour Interval: 40 feet

Legend

 MTHP/Property Boundary

Adjacent Landowners within 300 feet of timber harvest boundary

Sierra County:

APN: 006-030-009

Milton W Stratford, Trustee

Carol Stratford

713 Arroyo RD

Los Altos, CA 94024

APN: 006-030-097; 006-030-098

Grace Lundeen

2048 Ridge RD

North San Juan, CA 95960

APN: 006-030-085

Susan L Griffith

5222 Lillian ST

Torrance, CA 90503

APN: 006-030-083

Christopher R Mills

67 Nugget Alley

Pike, CA 95960

APN: 006-030-091

Joseph Lidwell

P.O. Box 7

Washington, CA 95986

APN: 006-140-019

Williams Cullingford & Robertson ELA J JT

167 Bethesda ST

Barnesville, OH 43713

**Pacuilla, Patricia@CALFIRE**

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**From:** Carrie Morgan <neubert.carrie@gmail.com>  
**Sent:** Thursday, August 6, 2020 12:02 PM  
**To:** Review Team Redding Inbox@CALFIRE  
**Subject:** Addition of PG&E to Adjacent Landowner List

**Warning: this message is from an external user and should be treated with caution.**

Dear Review Team,

I just submitted a proposed Modified Timber Harvest Plan. Due to power lines being on the property, I need to add PG&E to the adjacent landowner list.

Here is the address for PG&E for adjacent landowner notifications:

**Pacific Gas and Electric Company**  
**P.O. Box 997300**  
**Sacramento, CA 95899-7300**

Thank you,  
Carrie Morgan, RPF #2660



## VIA ELECTRONIC MAIL

August 12, 2020

Dear Board of Supervisors:

We wish you and your family health and wellness as you grapple with the COVID-19 virus in your community. We write to lift-up key concerns pertaining to issues of equity as the coronavirus (COVID-19) pandemic continues to devastate communities throughout California. We commend public officials for working tirelessly throughout the last four months to keep their constituencies safe while supporting those impacted by this virus. We additionally recognize the need to address the disproportionate and often devastating impacts of COVID-19 on communities of color. The creation of a task force dedicated to addressing the racial and ethnic disparities in the impact and outcomes of the coronavirus pandemic is a crucial step in the effort to mitigate the disproportionate harm that this pandemic has created among Black, Indigenous, and Latinx communities and People of Color. Although it is important for the state to fix issues with its data collection and standardization, given the recent issues with data glitches, it is more important than ever for counties and localities to ensure their reporting reflect standardization and community input.<sup>1</sup> It is also important for counties to have record of data to help stop the spread of COVID-19, track disparities, and ensure that marginalized communities are not left out of important data conversations. The ACLU of California urges each county across the state to create a task force which will be designated to addressing the racial/ethnic disparities in COVID-19 data collection, impacts, and outcomes and includes membership from Black, Indigenous, and Latinx led community organizations.

### **Background on & Importance of the Creation of a COVID-19 Racial and Ethnic Disparity Task Force:**

In California, over four months after the emergence of COVID-19, racial and ethnic data remains unknown for more than 35% of cases and 124 deaths from the coronavirus.<sup>2</sup> The racial and ethnic disparities in those affected by COVID-19 are staggering and indisputable – the Atlantic and the Antiracist Research and Policy Center’s COVID Racial Data Tracker has found that Black deaths are nearly two times greater than would be expected based on their share of the population nationally, Native Americans and Alaska Natives are dying at a rate 25% higher than that of white

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<sup>1</sup> “California sorts through coronavirus data as glitch stymies policy decisions.” Politico, 7 August 2020, available at <https://www.politico.com/states/california/story/2020/08/07/california-sorts-through-coronavirus-data-as-glitch-stymies-policy-decisions-1305972>; “CA’s coronavirus ‘data reporting errors were completely preventable,’ expert says.” ABC News 7, 10 August 2020, available at <https://abc7news.com/california-data-glitch-venafi-coronavirus-covid-date/6364752/>; “California’s top public health official resigns after massive coronavirus data glitch.” CBS News, 11 August 2020, available at <https://www.cbsnews.com/news/dr-sonia-angell-california-top-public-health-official-resigns-coronavirus-data-glitch/>.

<sup>2</sup> “Racial Data Dashboard.” The COVID Tracking Project, [covidtracking.com/race/dashboard](https://covidtracking.com/race/dashboard).

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#### **ACLU of Northern California**

Abdi Soltani, Executive Director  
39 Drumm Street  
San Francisco, CA 94111  
(415) 621-2493

#### **ACLU of Southern California**

Hector Villagra, Executive Director  
1313 West Eighth Street  
Los Angeles, CA 90017  
(213) 977-9500

#### **ACLU of San Diego & Imperial Counties**

Norma Chavez-Peterson, Executive Director  
P.O. Box 87131  
San Diego, CA 92138  
(619) 232-2121

people, Latinx populations make up a greater share of COVID-19 cases in 42 states, and white deaths from COVID-19 are lower than their share of the population in 37 states.

These disparities result from a variety of factors, ranging from living conditions to work circumstances or underlying health conditions and lower access to care. People in ethnic and racial minority groups are more likely to live in neighborhoods with residential segregation, farther from medical facilities, and are over-represented in jails, prisons, and detention centers.<sup>3</sup> Black, Indigenous, and People of Color (BIPOC) also hold a disproportionate number of positions in essential industries, increasing their risk of exposure, and are often denied paid sick leave. Additionally, members of Black and Brown communities are less often insured in comparison to their white counterparts – Latinx individuals are three times as likely to be uninsured and Black people twice as likely to be uninsured.<sup>4</sup>

California is home to more Indigenous people than any other state. Indigenous communities face well-documented inequities as is, ranging from access to public health, education, and housing which have only been exacerbated by the coronavirus pandemic.<sup>5</sup> Native people additionally – and often consequentially – face disproportionately high risk factors that increase vulnerability to COVID-19, which include high levels of chronic, underlying medical conditions coupled with a lack of infrastructure and organizational structure to support relief and provide crucial public health information to protect Native peoples from the COVID-19 pandemic.<sup>6</sup> With such prevalent, complex, and wide-ranging causes of the devastating impact of COVID-19 on BIPOC communities, it is crucial that task forces exist to better understand the unique as well as generalized causes and means to address these disparities in each county. Those most familiar with these disparities, and particularly Black, Latinx, and Indigenous led organizations, should be the organizations and individuals leading the effort to understand, collect data on, and work to alleviate these conditions.

A task force that holds expertise in the intersection of race, ethnicity, and health will ensure that resources to address COVID-19 make it to the communities that most need it as well as help

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3 “COVID-19 in Racial and Ethnic Minority Groups.” Centers for Disease Control and Prevention, 4 June 2020, available at [https://www.cdc.gov/coronavirus/2019-ncov/community/health-equity/race-ethnicity.html?CDC\\_AA\\_refVal=https%3A%2F%2Fwww.cdc.gov%2Fcoronavirus%2F2019-ncov%2Fneed-extra-precautions%2Fracial-ethnic-minorities.html](https://www.cdc.gov/coronavirus/2019-ncov/community/health-equity/race-ethnicity.html?CDC_AA_refVal=https%3A%2F%2Fwww.cdc.gov%2Fcoronavirus%2F2019-ncov%2Fneed-extra-precautions%2Fracial-ethnic-minorities.html).

4 Bartel AP, Kim S, Nam J, Rossin-Slater M, Ruhm C, and Waldfogel J. “Racial and ethnic disparities in access to and use of paid family and medical leave: evidence from four nationally representative datasets.” Monthly Labor Review, U.S. Bureau of Labor Statistics, January 2019, available at <https://www.bls.gov/opub/mlr/2019/article/racial-and-ethnic-disparities-in-access-to-and-use-of-paid-family-and-medical-leave.htm>

5 “UN/DESA Policy Brief #70: The Impact of COVID-19 on Indigenous Peoples.” United Nations, 8 May 2020, available at <https://www.un.org/development/desa/dpad/publication/un-desa-policy-brief-70-the-impact-of-covid-19-on-indigenous-peoples/>.

6 “For California Native Americans, COVID-19 is yet another existential threat to survive.” Sacramento Bee, 7 May 2020, available at <https://www.sacbee.com/opinion/article242555401.html>.

us better understand who those communities those are. Marcella Nunez-Smith, the Director of Yale School of Medicine’s Equity Research and Innovation Center, states that race and ethnicity data collection are also necessary for officials to craft tailored public health responses.<sup>7</sup> For example, current national data show that rates of COVID-19 cases and deaths among Asian Americans are similar to rates of cases and deaths for white Americans. However, the aggregation of data for all Asian subgroups masks the often stark socioeconomic and health inequities within the community that place some groups of Asian Americans at higher risk for COVID-19 than others.<sup>8</sup> Developing sustainable and effective policies to address racial and ethnic disparities requires data and strategies that are specific to the needs of specific communities.

Creating a task force designed to address racial and ethnic disparities in COVID-19 impacts will ensure that the most impacted communities receive an appropriate public health response, ultimately benefiting all Californians. Other cities and counties, including the City of Oakland<sup>9</sup>, San Jose<sup>10</sup>, San Diego<sup>11</sup>, as well as Santa Clara County<sup>12</sup>, have already begun the process of creating such task forces. While each task force will undoubtedly have slightly different organizational structure, strategies, and goals, we believe that these task forces can serve as prototypes for the format and goals of new task forces as they are created.

### **Disparities in Data Collection Across California**

Having dedicated racial and ethnicity data collection taskforces can help provide accountability and mitigate disparities in data collection. Indeed, public health groups across the country are calling for data standardization to adequately track COVID-19 cases.<sup>13</sup> Many of the reasons they are calling for data standardization are outlined in the challenges we faced here in California. For purposes of our analysis, disparity is defined as the ratio between the percentage

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7 Godoy, Maria, and Daniel Wood. “What Do Coronavirus Racial Disparities Look Like State By State?” NPR, 30 May 2020, available at <http://www.npr.org/sections/health-shots/2020/05/30/865413079/what-do-coronavirus-racial-disparities-look-like-state-by-state>.

8 “Asian Americans invisible in COVID-19 data and in public health response.” The Chicago Reporter, 16 June 2020, available at <https://www.chicagoreporter.com/asian-americans-invisible-in-covid-19-data-and-in-public-health-response/>.

9 “Local Leaders Announce Covid-19 Radical Disparities Task Force.” City of Oakland, 17 April 2020, available at <https://www.oaklandca.gov/news/2020/local-leaders-announce-covid-19-racial-disparities-task-force>.

10 Lopez, Nadia. “San Jose leader unveils task force to tackle COVID-19 racial disparities.” San Jose Spotlight, 28 May 2020, available at <https://sanjosespotlight.com/san-jose-leader-unveils-task-force-to-tackle-covid-19-racial-disparities/>.

11 Bravo, Christina. “Task Force Created to Ensure Equity in SD County’s COVID-19 Response as Reports Showing Disparities Released.” 7 San Diego, 17 June 2020, available at <https://www.nbcsandiego.com/news/local/task-force-created-to-ensure-equity-in-san-diego-countys-covid-19-response/2348888/>.

12 Lopez. “San Jose leader unveils task force to tackle COVID-19 racial disparities.”

13 “Public health group calls for standardized data collection to more clearly track Covid-19.” Stat News, 21 July 2020, available at <https://www.statnews.com/2020/07/21/group-calls-for-standardized-data-collection-to-track-covid19/>.



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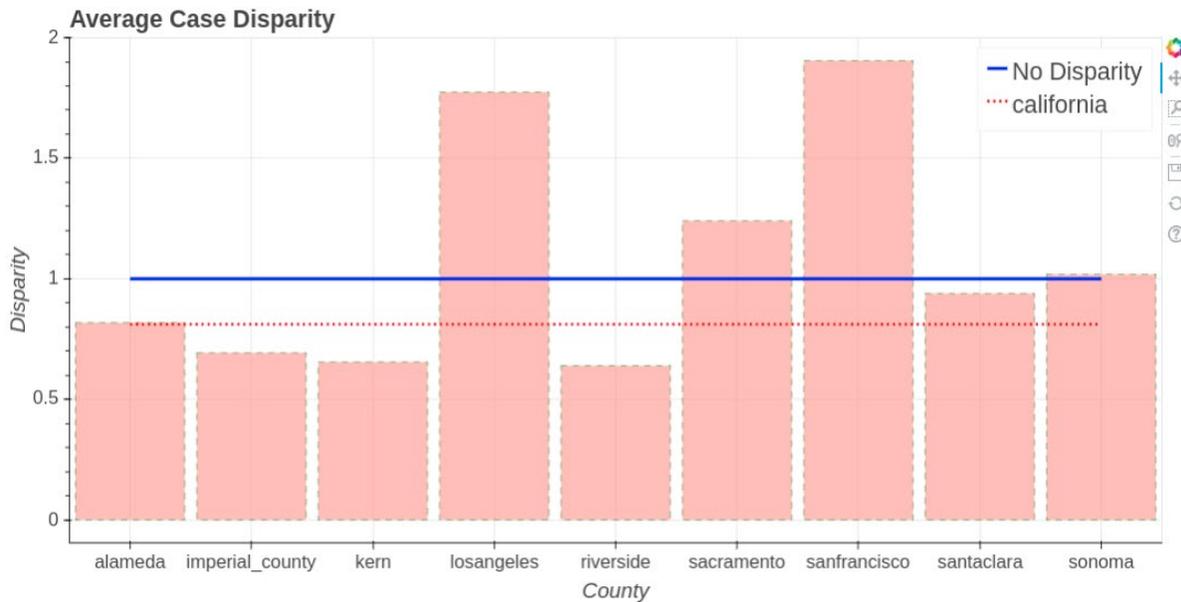
## California

of racial or ethnic cases/deaths and their demographics in the county. For example, a disparity of 2 means that a population is represented twice as much in COVID-19 cases/deaths as would be expected if there were no underlying socioeconomic issues. The average and max disparity where calculated as follows:

**Average Disparity:** Average disparity seen in county defined ethnic groups both over time and across ethnic groups

**Max Disparity:** Average disparity over time for different ethnic groups, and the maximum of each ethnic group

### Average (in time and ethnicity) Discrepancy by County and California (Cases and Deaths)



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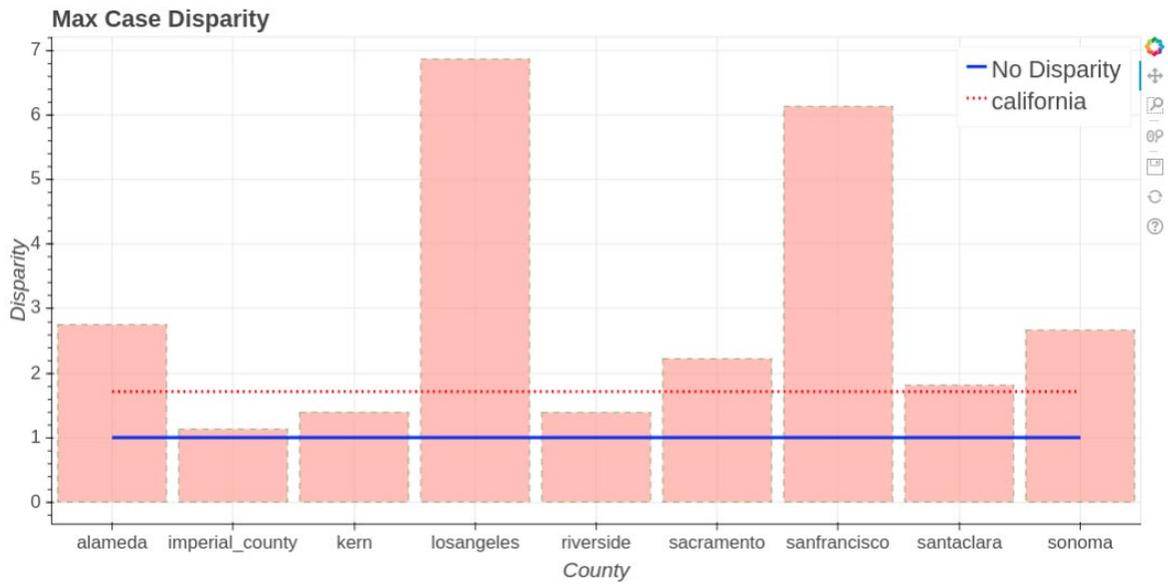
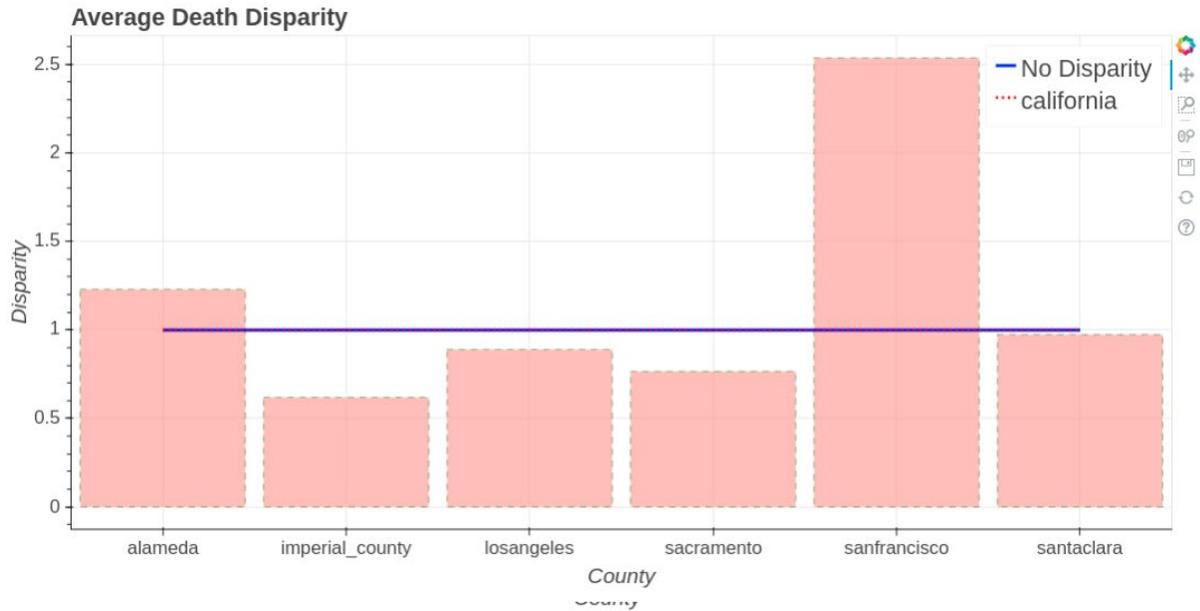
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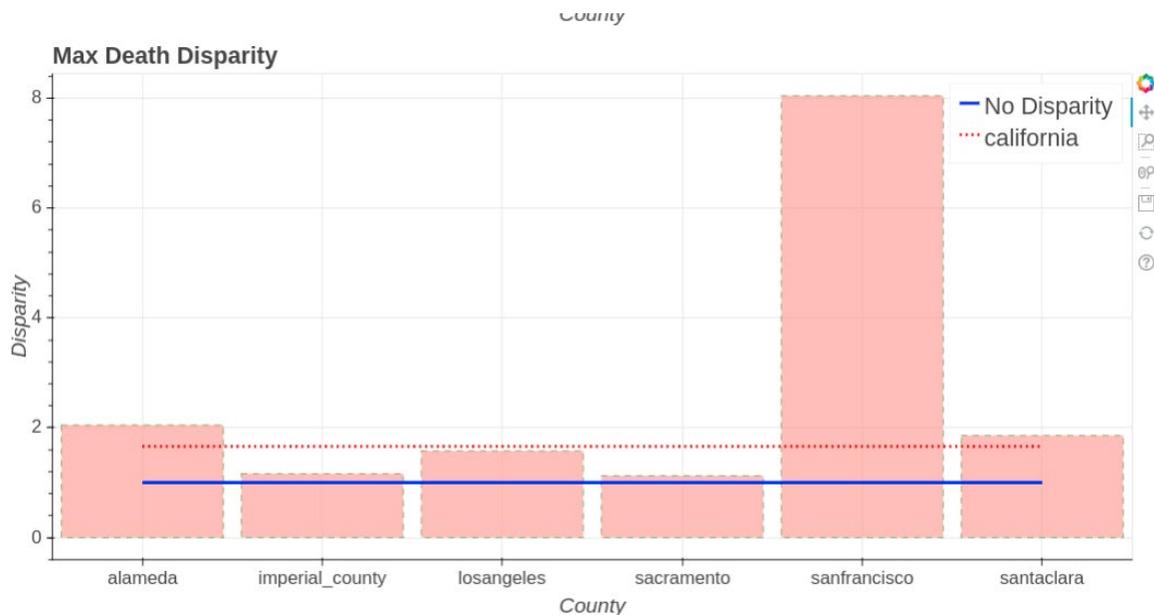
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As seen by the illustrations above, these are just a snapshot of disparities in different counties across the state. Every single county had a max case and max death disparity. And those max disparity numbers report the worst disparity number for each county. Based on these plots, for each county, there is at least one racial and/or ethnic group that is disproportionately being impacted by COVID-19. It is additionally clear that the level of disparity of disparity in both cases and deaths are higher in counties containing densely populated cities (i.e. Los Angeles and San Francisco). This makes it clear that racial and ethnic disparities continue to persist, and counties must ensure to prioritize voices of marginalized communities in a dedicated taskforce space. Quality reporting of the above data can act as a driver for policy as well as understanding what we need to do to help communities, both in the present and future.<sup>14</sup> Even trying to analyze and obtain this data was difficult as a result of a variety of issues in the recording of COVID-19 cases/deaths across California. These issues can be summarized as (1) inconsistency in definition of race and ethnicities in different counties and (2) inconsistency in the way data is stored. Local taskforces can provide critical insight into standardizing data.

**Examples of issues with data collection**

**1. Inconsistency in definition of race and ethnicities:**

While the state of California reports 7 identifiable ethnicities, others report different numbers of identifiable ethnicities, some of which have changed over time. Imperial County, for example, reports only two (Hispanic and non-Hispanic). Additionally, places like Sacramento

<sup>14</sup> “Public health group calls for standardized data collection to more clearly track Covid-19.” Stat News, 21 July 2020, available at <https://www.statnews.com/2020/07/21/group-calls-for-standardized-data-collection-to-track-covid19/>.

County began reporting 5 groups, then added American Indian/Alaskan Native, which skewed the data reported. While we have also called on the state to create better data accountability and continue to request guidelines of the Governor, having a local COVID-19 Racial/Ethnicity Disparity Task Force can ensure that this is a priority across the state and provide accountability for these inconsistencies.

## 2. Inconsistency in the way data is stored:

Moreover, different counties store data on different websites that are all formatted in a variety of ways. County data collection websites formats for storing data change not just between counties, but over time. For example, the ACLU had to parse raw data gathered from Sacramento’s website in three different ways over the course of a single month. For Riverside, the number of different data gathering methods accounted to six ways in one month.

### **Importance of Including Black, Indigenous, and Latinx led organizations in COVID Task Forces:**

A COVID-19 Racial/Ethnicity Disparity Task Force takes important strides in creating more equitable outcomes for marginalized communities. These task forces will not effectively close the racial and ethnic gap in impacts and outcomes of the coronavirus pandemic, however Black, Indigenous and Latinx leaders and organizations must lead the work that involves and affects their communities. The inclusion and centering of marginalized voices goes beyond creating the appearance of diversity in a task force, but rather is imperative in developing policies and initiatives that are supported by those they are designed to serve.<sup>15</sup> PolicyLink’s Leadership for Policy Change 2003 Report found that leaders of color who are grounded in the communities they represent are needed to impact policies that affect their quality of life. This report also determined that this arena needs people who can “broaden the discourse, minimize harmful decisions, and increase the likelihood that policies will have a positive impact.”<sup>16</sup> By including and centering Brown and Black led organizations in this work, COVID-19 Racial/Ethnicity Disparity Task Forces are more likely to succeed.

### **Our Letter to Governor Newsom:**

The ACLU of California has already sent a letter to Governor Newsom, which can be found [here](#), detailing the importance of creating and streamlining a COVID-19 Racial/Ethnicity Disparity Task Force that includes leadership from Black, Latinx, and Indigenous led community organizations. Local level COVID-19 Racial/Ethnicity Disparity Task Forces should coordinate

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<sup>15</sup> Vega, Dennis. “We Need to Increase Diversity in Policymaking.” Center for American Progress, 21 May 2013, available at <http://www.americanprogress.org/issues/race/news/2013/05/21/64024/we-need-to-increase-diversity-in-policy-making/>.

<sup>16</sup> Marsh, Dwayne S., et al. Leadership for Policy Change: Strengthening Communities of Color through Leadership Development. PolicyLink, 2003, pp. 1–43, available at [https://hewlett.org/wp-content/uploads/2016/08/Leadership\\_for\\_Policy\\_Change.pdf](https://hewlett.org/wp-content/uploads/2016/08/Leadership_for_Policy_Change.pdf).

with the state level COVID-19 task force to fill gaps in data and encourage statewide racial/ethnic justice responses to this public health crisis. Though such a statewide and streamlined Racial/Ethnicity Disparity Task Force does not yet exist, we urge each county to create such a team to begin to understand and alleviate the unique ways in which their communities of color are affected and harmed by this pandemic. The importance of localized public health responses in partnership with vulnerable populations within communities is well-documented,<sup>17</sup> and further demonstrates the need for localized task forces in addition to a streamlined statewide response.

### **The Importance of Transparency for a Racial and Ethnically Equitable COVID-19 Response:**

We also urge this committee to be transparent in its efforts to address racial and ethnic disparities in COVID-19 by providing the names and affiliations of *all* task force members once such a force is created. Transparency has a proven impact on trust in governance and levels of accountability.<sup>18</sup> A commitment to transparency in a COVID-19 racial/ethnic justice task force will demonstrate a partnership between state and society to citizens, which will go beyond the apparent “good intention” of creating such a task force and lead to a more legitimate, sustained commitment to creating change. Creating transparency in task force membership will also make task forces more accessible to the communities they serve, rather than continuing to alienate community members from the figures responsible for representing them.

### **The Racial and Ethnically Disproportionate Impact of Contact Tracing Technology:**

Steps are already being taken throughout California to attempt to track and stop the spread of coronavirus that could have disproportionate harm on communities of color. One of the most prominent examples of this effort is the increasing use of contact tracing technology. This solution to tracking the spread of the coronavirus presents several concerns for communities that have been disproportionately impacted by this virus that have been largely overlooked by largely non-Black and Brown companies and officials.

These concerns include the possibility of false-positives for people who live in more densely populated housing, as Bluetooth-based contact tracing apps can travel through walls and floors. Black, Indigenous, and People of Color are more likely to live in apartment complexes and multi-family units and could result in more false-positives that result in mandatory quarantine that cost individuals two weeks of income, or even their job. Other concerns about contact tracing include that adoption and use rates in communities of color are likely to be lower due to lack of

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17 Bevc, Christine A et al. “Institutional facilitators and barriers to local public health preparedness planning for vulnerable and at-risk populations.” Public health reports (Washington, D.C. : 1974), vol. 129 Suppl 4 (2014): 35-41, available at doi:10.1177/00333549141296S406.

18 Michael Johnston, “Good governance: Rule of law, Transparency and accountability,” Colgate University New York, 2004, available at <https://etico.iiep.unesco.org/en/resource/good-governance-rule-law-transparency-and-accountability>.

access to Bluetooth technology, misinformation or understanding of the app’s capabilities for non-English speakers, or its potential tie to law enforcement. The use of Bluetooth contact tracing, as other apps have done, could also later be repurposed or used by organizations such as Immigration and Customs Enforcement.<sup>19</sup>

Contact tracing technology is just *one* example of the essentiality of any COVID-19 task force and *particularly* a Racial and Ethnic Disparity Task Force to both exist and include the leadership of community organizations that are most familiar with the communities that they serve. In order to equitably address the spread and impact of the coronavirus, it is *essential* that Black, Indigenous, and Latinx led organizations are leading these conversations and initiatives. These organizations are familiar with and able to anticipate problems with potential COVID-19 mitigation efforts in ways that many historically unequal and exclusionary entities cannot do on their own.

Localized responses to addressing the disproportionate affects of this pandemic on communities of color are a crucial step in mitigating the harm of COVID-19. We would like to thank any county that has already created or begun to create a task force to address the racial and ethnic disparities in COVID-19 infection rates, impacts, and outcomes, and encourage any county that has not yet done so to take this critical step in addressing the larger and systemic public health crisis of racism in our communities, state, and country. We understand that many counties are in different stages of this process and may already be working with local organizations to create county or city level solutions that best fit their needs. Our broad requests for each county across the state, which may supplement local efforts, include:

- **Create a task force designed to address the racial and ethnic disparities in COVID-19 impacts, responses, and outcomes.** Task forces to address the racial and ethnically disparate impacts and outcomes of the coronavirus are an essential part of addressing this public health crisis. A task force will provide expertise and localized community responses in ways that less intentional, organized, or coordinated responses to public health disparities are not. Upon creation, each task force should include local healthcare providers, elected officials, community members, city officials, as well as Black, Indigenous, and People of Color (BIPOC) led organizational representation. These teams should work to collect and review data about the racial and ethnic disparities in coronavirus impact within communities, identify and mitigate risk factors and barriers to services for at-risk populations, and create community-based solutions to mitigate the harm of the coronavirus pandemic on BIPOC.
- **Each task force should include at least one leader of a Black, Indigenous, or Latinx led organization.** Research has indisputably demonstrated the importance of including a variety of individuals who have been impacted by issues to create effective policies

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<sup>19</sup> “The Importance of Equity in Contact Tracing.” Lawfare, 5 May 2020, available at <http://www.lawfareblog.com/importance-equity-contact-tracing>.



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and mitigate potential harm to the communities that these task forces aim to serve. We encourage you to consult local Black or Latinx-led organizations in this work, and encourage you to contact the CA Consortium for Urban Indian Health, a network of urban Indian health centers who have done a great deal of work around COVID-19 response and are deeply connected to the communities they work with.<sup>20</sup> We also encourage each county to develop relationships with area Tribes and native-led organizations in your communities.

- **Upon creation of the task force, the county should release the names and affiliations of all members.** This will increase transparency and accessibility to services and task force efforts for community members who the task force aims to serve. Providing task force member name and affiliations will protect privacy while ensuring Task Force accountability and public access to the work of these organizations.
- **Create a centralized platform on which different counties are encouraged to report data.** As seen by glitches at the state level, now is the time to ensure that data platforms are centralized, standardized, and can accurately report what is happening. Having a centralized platform at a county level, and at a state level, will help communities, health experts, and others get a clearer picture of what is happening.
- **Have a person, or small group of people, whose job is to reconcile disparate sources of data and keep up with any local changes.** As seen by our review, the changes that are happening at a local level vary drastically. If your county has dedicated COVID-19 data staff, this can help to fix these issues.

If you have questions or seek to discuss these matters, please contact Abre' Conner at [aconner@aclunc.org](mailto:aconner@aclunc.org). Thank you for your tireless work to respond to this crisis and address the impacts of the coronavirus on your communities. We look forward to your response.

Sincerely,

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Ohi Dibua, Volunteer Data Analyst  
ACLU Foundation of Northern California

Clarissa Woo Hermosillo, Director of Economic Justice and Deputy Director of Advocacy  
ACLU of Southern California

Ariana Apostol-Dooley, Intern  
ACLU of California Center for Advocacy and Policy

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20 "California Consortium for Urban Indian Health." Last checked 11 August 2020, <https://ccuih.org/>.