



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

Lee Adams, Vice-Chair, District 1

P.O. Box 1 - Downieville, CA 95936 - 530-289-3506 - supervisor1@sierracounty.ca.gov

Peter W. Huebner, District 2

P.O. Box 349 - Sierra City, CA 96125 - 530-565-6055 - phuebner@sierracounty.ca.gov

Paul Roen, District 3

P.O. Box 43 - Calpine, CA 96124 - 209-479-2770 - supervisor3@sierracounty.ca.gov

Jim Beard, Chair, District 4

P.O. Box 1140 - Loyalton, CA 96118 - 530-565-6092 - jbeard@sierracounty.ca.gov

Sharon Dryden, District 5

P.O. Box 246 - Loyalton, CA 96118 - 530-913-9218 - sdryden@sierracounty.ca.gov

The Sierra County Board of Supervisors will meet in regular session commencing at 9:00 a.m. on October 6, 2020. This meeting will be recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

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

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

By Phone: 1-408-418-9388

Access Code: 146 713 8000

By PC: <https://tinyurl.com/100620bos>

Access Code: 146 713 8000

NOTICE

Accommodations for individuals with a disability, 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

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. BOARD OF SUPERVISORS

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

Documents:

[COVID-19 Item.pdf](#)

- 6.B. Resolution affirming Sierra County's commitment to fundamental rights of life, liberty, property, and declaring Sierra County for all businesses. (CHAIR BEARD)

Documents:

[Sanctuary County Item.pdf](#)

- 6.C. Resolution of intent to use Title III funds for the aid of Fire Departments to acquire maps and property information from the County Assessor. (SUPERVISOR ADAMS)

Documents:

[Sierra County Fire Dept Maps Title III.pdf](#)

- 6.D. Review/possible action regarding Urgency Ordinance 1095 prohibiting open fires on public and private property within the unincorporated areas of Sierra County due to extreme fire danger. (SUPERVISOR ADAMS)

Documents:

[Ordinance 1095.pdf](#)

- 6.E. Appointment of Board representative and alternate to the California State Association of Counties (CSAC) Board of Directors. (CLERK OF THE BOARD)

Documents:

[CSAC Board Selection.pdf](#)

7. HEALTH & SOCIAL SERVICES - VICKIE CLARK

- 7.A. Resolution approving the agreement between the Incorporated Senior Citizens of Sierra County, doing business as the Loyaltan Senior Center and Sierra County Public Health regarding the County Medical Services Program (CMSP) Covid-19 Emergency Response Grant (CERG) funds pass through and authorize the Director of Public Health or designee to sign the agreement.

Documents:

[Loyaltan Senior Center Board.pdf](#)

8. AUDITOR / TREASURER-TAX COLLECTOR - VAN MADDOX

- 8.A. Discussion/approval of an agreement to rent the old Wells Fargo Bank building in Downieville for the Auditor's office.

Documents:

[Wells Fargo Bank Building.pdf](#)

9. PUBLIC WORKS/TRANSPORTATION - TIM BEALS

- 9.A. Resolution authorizing use of Title III funds in the total amount of \$500.00 for costs for mapping for the GIS System related to the Sierra Brooks Community Firewise Plan in order to increase protection of people and property, including adjacent federal lands, around the communities of Sierra Brooks.

Documents:

[Title 3 Firewise Assistance.Item.pdf](#)

- 9.B. Resolution approving grant agreement between the Northern Sierra Air Quality Management District and Sierra County Department of Public Works for funding to replace an existing Hough H65C wheel loader with a new Cat 92 14A wheel loader.

Documents:

[Carl Moyer.Item.pdf](#)

- 9.C. Discussion and direction on Community Resource Center Payments from PG&E for use of County Facilities in Alleghany and Downieville during Public Safety Power Shut-off events.

Documents:

[PGE Funds ROP.pdf](#)

10. **PLANNING / BUILDING - TIM BEALS**

- 10.A. Discussion/direction to schedule a public hearing to determine if an Agricultural Preserve should be established at the Sattley 89 Ranch (APN 013-070-007) based on the application by Jill Curran for a Williamson Act contract.

Documents:

[ROP Curran, Williamson Act.pdf](#)

11. **CLOSED SESSION**

- 11.A. Conference with labor negotiators pursuant to Government Code section 54957.6, Margaret Long Negotiator, all bargaining units.

Documents:

[Closed Session.pdf](#)

12. **CONSENT AGENDA**

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

- 12.A. Approval of leave greater than 30 days for an employee in the County Auditor's office. (AUDITOR)

Documents:

[Leave Request.pdf](#)

- 12.B. Resolution approving grant agreement between the Carpet America Recover Effort's

(CARE) California Carpet Stewardship Program and Sierra County in the amount of \$15,000. (PUBLIC WORKS)

Documents:

[Carpet Care Item.pdf](#)

- 12.C. Agreement for indemnification and reimbursement for extraordinary costs with applicants and landowners Scott Steinwert and Laurie Halliday for a zone variance at 506 Main Street, Downieville, APN 003-050-006-0. (PLANNING)

Documents:

[ROP Indem 1687.pdf](#)

- 12.D. Agreement for indemnification and reimbursement for extraordinary costs with James Commendatore, homeowner and applicant, consideration for Conditional Use Permit to live in a trailer during construction on 150 Amodei Ranch Road, Sierraville, while future home is being constructed, Assessor's Parcel Number 013-110-129-0. (PLANNING)

Documents:

[Indem Agm Commendatore.pdf](#)

- 12.E. Professional Services Agreement between Sierra County Child Abuse Council and Sierra County Behavioral Health to conduct the Nurturing Parenting Program through Mental Health Services Act Prevention/Early Intervention funding. (BEHAVIORAL HEALTH)

Documents:

[SCCAC MHSA Board.pdf](#)

- 12.F. Professional Services Agreement between Progress House, Inc. and Sierra County for substance use disorder services. (BEHAVIORAL HEALTH)

Documents:

[Progress House Board Revised.pdf](#)

- 12.G. Professional Services Agreement between Granite Wellness Centers and Sierra County for substance use disorder services. (BEHAVIORAL HEALTH)

Documents:

[Granite Board Revised.pdf](#)

- 12.H. Agreement for services by the East Sierra Valley Chamber of Commerce for promotion of Sierra County during the 2020-2021 fiscal year. (CLERK OF THE BOARD)

Documents:

[ESVC Contract.pdf](#)

- 12.I. Agreement for services by the Sierra County Chamber of Commerce for promotion of

Sierra County during the 2020-2021 fiscal year. (CLERK OF THE BOARD)

Documents:

[SC Chamber Contract.pdf](#)

12.J. Minutes from the regular meeting held on August 18, 2020. (CLERK)

Documents:

[08182020 minutes.pdf](#)

12.K. Minutes from the regular meeting held on September 1, 2020. (CLERK)

Documents:

[09012020 minutes.pdf](#)

12.L. Minutes from the special meeting held on September 18, 2020. (CLERK)

Documents:

[09182020 minutes.pdf](#)

ADJOURN

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

MEETING DATE: October 6 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Board of Supervisors
APPROVING PARTY: Heather Foster, Clerk of the Board
PHONE NUMBER: 530-289-3295

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

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION:

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

ARE ADDITIONAL PERSONNEL REQUIRED?

Yes, -- --
No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

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

CLERK TO THE BOARD _____ DATE _____



California Legislature

October 1, 2020

Chairman Jim Beard
Sierra County Board of Supervisors
100 Courthouse Square, Room 11
P.O. Drawer D
Downieville, CA 95936

Chairman Beard:

In these trying times, the disconnect between the state government in Sacramento and our way of life in Northern California has never been more painfully clear. The extended State of Emergency has destroyed even the appearance of representative government and left our communities as mere subjects of overreaching state power.

As we now enter the seventh month of the State of Emergency, with no end in sight, it is time to consider every legal and political lever at our disposal to restore representative democracy for our citizens. We take the COVID-19 pandemic seriously but our response to the threat must be one that is undertaken through free and representative government. This has not been the case in California.

The Governor has assumed broad powers during this open-ended emergency and through his Department of Public Health has instituted arbitrary and capricious rules that restrict and severely limit the ability of our citizens to pursue their livelihood. The education and mental health of our children languish under inadequate distance learning when our schools could be safely re-opened. The metrics have changed several times, yet each time have worked against counties like ours.

All of this has been done by the dictates of one man and a select group of bureaucrats. There has been no representative government. In fact, despite our protests, our Legislature has been complicit and failed to provide any check against this gross abuse of power. Worst of all, the Governor's machinations have been guided by politics and the influence of Sacramento special interests more than public health and the well-being of our citizens. We will call it exactly what it is: an autocracy, and not a benevolent one.

To keep compliance with this assumed autocratic rule, the Governor threatens our counties into compliance with his undemocratic rules by refusing to release federal CARES Act dollars earmarked to support our counties during this pandemic. He also threatens to withhold vital realignment dollars to support public safety and health in our counties. He sends state agents to threaten and fine our businesses. Our small businesses languish, and our unemployed citizens are forced to suffer under an incompetent EDD that fails to pay their entitled benefits.

In such times, it is incumbent upon us as elected leaders to guard the freedom and representative democracy that are the fundamental part of the social contract between our people and the State of California. In that light, we are holding a conference of North State representatives to be held on October 29th. At this conference, delegates from each county will seek common ground on topics such as the re-opening of the economy and our civic life, the re-opening of our schools, and actions in response to the State of California's threat to withhold entitled funds of the counties.

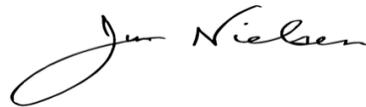
We request that you appoint a delegate with the appropriate authorization to attend the October 29th conference and consider these topics.

Together let us continue to lead our people through these trying times. To notify us of your selection to the conference, please email juleah.cordi@asm.ca.gov. All conference details will be sent to the appointed delegate in the coming weeks.

Sincerely,



JAMES GALLAGHER
Assemblymember, 3rd District



JIM NIELSEN
Senator, District 4



KEVIN KILEY
Assemblymember, 6th District



BRIAN DAHLE
Senator, District 1



MEGAN DAHLE
Assemblymember, 1st District

CC:

Lee Adams, County Supervisor
Peter Huebner, County Supervisor
Paul Roen, County Supervisor
Sharon Dryden, County Supervisor
Heather Foster, Board Clerk

								Week (Testing Positivity: 1: >8, 2: 5-8, 3: 2-4.9, 4: <2) (Case Rate 1: >7, 2: 4-7, 3: 1-3.9, 4: <1)				
County	Date of Tier Assessment	Ending Date of Week of Data:	Updated Overall Tier Status	Previous Overall Tier Status	Number of Weeks in Current Tier	Number of Weeks Meeting Criteria for Less Restrictive Tier	Number of Weeks Meeting Criteria for More Restrictive Tier	Testing Positivity excl prisons (7-day avg 7-day lag)	Case Rate Used for Tier Adjusted Using Linear Adjustment (7-day avg 7-day lag)	Tests per 100,000 excl prisons, with replaced approved county data (7-day avg 7-day lag)	State Median Testing Rate=216.35	Population
Sierra	08-31-2020	08-11-2020	2			0	0	2.9	4.5	155.9		3115
Sierra	08-31-2020	08-18-2020	2			0	0	0.0	4.5	133.0		3115
Sierra	09-08-2020	08-29-2020	2	2	1	0	0	4.8	0.0	96.3		3115
Sierra	09-14-2020	09-05-2020	2	2	2	2	0	0.0	0.0	128.4		3115
Sierra*	09-21-2020	09-12-2020	3	2	3	3	0	0.0	0.0	146.8		3115
Sierra	09-28-2020	09-19-2020	3	3	1	1	0	0.0	0.0	192.6		3115
Sierra	10-05-2020	09-26-2020	3	3	2	2	0	0.0	0.0	247.6		3115

Purple- Tier 1 (widespread)
Red- Tier 2 (substantial)
Orange- Tier 3 (moderate)
Yellow- Tier 4 (minimal)

* Sierra County was in tier adjudication with CDPH. Final determination places county in Orange tier.

^ Source: <http://www.dof.ca.gov/Forecasting/Demographics/Projections/>

^^Metrics with values greater than or less than tier cutpoints by .05 will be rounded up or down using conventional rounding rules

Face Covering Significantly Reduces Spread



Maintain distance as COVID-19 is spread through droplets



Chance of Transmission	Asymptomatic COVID-19 Carrier	Uninfected Person
HIGHEST		
HIGH		
MEDIUM		
LOW		
LOWEST		
PRACTICALLY NONE		

← 6 ft →

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

MEETING DATE: October 6, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Board of Supervisors
APPROVING PARTY: Jim Beard, District 4
PHONE NUMBER: 530-993-4732

AGENDA ITEM: Resolution affirming Sierra County's commitment to fundamental rights of life, liberty, property, and declaring Sierra County a Sanctuary County for all businesses. (CHAIR BEARD)

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: Letter, Declaration of Independence, and The Constitution of the United States

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

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

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

CLERK TO THE BOARD

DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

A RESOLUTION OF THE SIERRA COUNTY BOARD OF SUPERVISORS AFFIRMING THE COUNTY'S COMMITMENT TO FUNDAMENTAL RIGHTS OF LIFE, LIBERTY, AND PROPERTY, AND DECLARING SIERRA COUNTY A SANCTUARY COUNTY FOR ALL BUSINESSES

RESOLUTION 2020-

WHEREAS, Sierra County recognizes that the Constitution of the United States enshrines certain rights of all Americans, including those fundamental liberty interests set forth in the Fourteenth Amendment that prohibit any state from depriving any person of life, liberty, or property, without due process of law; and

WHEREAS, Sierra County recognizes that the Declaration of Independence advanced the “inalienable rights” of life, liberty, and the pursuit of happiness in the face of tyrannical governmental overreach; and

WHEREAS, each of Sierra County duly elected or appointed public servants have sworn to defend and uphold the United States Constitution and the Constitution of the State of California; and

WHEREAS, recent state and county orders have been issued which have deemed certain businesses as “essential” and ordered all other businesses to stay shuttered, closed, forcing them perilously on life support as they fight for their very economic survival and livelihood; and

WHEREAS, Sierra County welcomes, honors, and respects the contributions of all businesses, regardless of their size, and regardless of whether or not they have been deemed “essential” by state or county bodies; and

WHEREAS, Sierra County's diverse businesses positively contribute to the economic, cultural, and social fabric of the County; and

WHEREAS, fostering a relationship of trust, respect, and open communication between County officials and businesses is essential to the County's mission of delivering effective public services in partnership with the community, thereby advancing a high quality of life for residents; and

WHEREAS, Sierra County seeks to foster trust, not fear, between County officials and businesses, while properly allocating limited local resources and encouraging cooperation and open communication, to ensure public safety and due process for all, irrespective of business status; and

WHEREAS, Sierra County desires to demonstrate its commitment to its businesses by providing a safe community and by assuring them that, in accordance with federal and state laws and all state licensing authorities, the County will not of its own accord abridge such freedoms and rights; and

WHEREAS, Sierra County recognizes the inalienable rights of individuals, as individuals, to earn a living, to employ others or be employed, to provide income for their families, to give back to the community, to treat neighbors with respect and care, and contribute to the overall health and well-being of the community, without the need for undue governmental overreach and coercion.

NOW, THEREFORE, BE IT RESOLVED, that the Sierra County Board of Supervisors does hereby resolve as follows:

SECTION 1: Sierra County shall not, in accordance with state and federal law, irrespective of business status, actively join forces with other agencies solely for the purpose of enforcing state or county COVID-19 orders; and

SECTION 2: Sierra County shall not, in accordance with state and federal law, take any direct action against any businesses or individuals based solely on their actual or perceived business status; and

SECTION 3: Sierra County recognizes that state and county authorities directly license, permit, and regulate some businesses within the County and nothing in this Resolution is intended to abridge such authorities from overseeing applicable license regulations and restraints on such County businesses; and

SECTION 4: Subject to the foregoing, Sierra County hereby declares that it is a Sanctuary County for All Businesses.

ADOPTED by the Board of Supervisors of the County of Sierra on the 6th day of October 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 TO THE BOARD

DAVID PRENTICE
COUNTY COUNSEL

Teia Miller

From: Heather Foster
Sent: Wednesday, September 30, 2020 8:12 AM
To: Teia Miller
Subject: FW: Andy White Letter supporting Resolution

From: Jim Beard [jim96118@gmail.com]
Sent: Tuesday, September 29, 2020 4:57 PM
To: Heather Foster
Subject: Andy White Letter supporting Resolution

Dear Sierra County Board of Supervisors,

As a resident of Sierra County I am asking you to immediately pass the following resolution to declare Sierra County a business sanctuary, just like the City of Atwater has done. The Larkspur, Hair Fair, and now the Fork n Horn are going out of business and will not be reopening. The Covid-19 restrictions placed upon them by the State of California's unrelenting enforcement of Governor Newsom's unlawful political decree has made it impossible for them to operate their business. Churches have been unduly singled out and discriminated against by the State for not allowing worshipers to attend indoor services. Please save our jobs, our economy, and our way of life by immediately fully re-opening Sierra County for business:

--

Jim Beard
Supervisor, Fourth District
Sierra County Board of Supervisors
P.O. Box 1140 Loyalton, CA 96118
530-414-8126 Cell

The Declaration of Independence *and the* Constitution of the United States



U.S. Citizenship
and Immigration
Services

M-654 (rev. 07/08)



**The Declaration of
Independence
and the
Constitution
of the United States**



**U.S. Citizenship
and Immigration
Services**

MESSAGE FROM THE DIRECTOR

“The sacred rights of mankind are not to be rummaged for, among old parchments, or musty records. They are written, as with a sun beam in the whole volume of human nature, by the hand of the divinity itself; and can never be erased or obscured by mortal power.”

— Alexander Hamilton, 1775



“The basis of our political systems is the right of the people to make and to alter their Constitutions of Government. But the Constitution which at any time exists, ‘till changed by an explicit and authentic act of the whole People is sacredly obligatory upon all.”

— George Washington, 1796



“The Declaration of Independence...[is the] declaratory charter of our rights, and of the rights of man.”

— Thomas Jefferson, 1819

The Declaration of Independence and the Constitution of the United States are the two most important, and enduring documents in our Nation’s history. It has been said that “the Declaration of Independence was the promise; the Constitution was the fulfillment.”

More than 200 years ago, our Founding Fathers set out to establish a government based on individual rights and the rule of law. The Declaration of Independence, which officially broke all political ties between the American colonies and Great Britain, set forth the ideas and principles behind a just and fair government, and the Constitution outlined how this government would function. Our founding documents have withstood the test of time, rising to the challenge each time they were called upon.

Make no mistake, we have been presented with a timeless framework for self-government, but in order to preserve this wonderful gift, we must hold these principles close to our hearts. I encourage you to read and understand these documents. I promise you will be nothing short of inspired.

Director

U.S. Citizenship and Immigration Services

THE DECLARATION OF INDEPENDENCE

Action of Second Continental Congress, July 4, 1776
The Unanimous Declaration of the thirteen united States of America

WHEN in the Course of human Events, it becomes necessary for one People to dissolve the Political Bands which have connected them with another, and to assume among the Powers of the Earth, the separate and equal Station to which the Laws of Nature and of Nature's God entitle them, a decent Respect to the Opinions of Mankind requires that they should declare the causes which impel them to the Separation.

WE hold these Truths to be self-evident, that all Men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty, and the pursuit of Happiness—That to secure these Rights, Governments are instituted among Men, deriving their just Powers from the Consent of the Governed, that whenever any Form of Government becomes destructive of these Ends, it is the Right of the People to alter or to abolish it, and to institute new Government, laying its Foundation on such Principles, and organizing its Powers in such Form, as to them shall seem most likely to effect their Safety and Happiness. Prudence, indeed, will dictate that Governments long established should not be changed for light and transient Causes; and accordingly all Experience hath shewn, that Mankind are more disposed to suffer, while Evils are sufferable, than to right themselves by abolishing the Forms to which they are accustomed. But when

a long Train of Abuses and Usurpations, pursuing invariably the same Object, evinces a design to reduce them under absolute Despotism, it is their Right, it is their Duty, to throw off such Government, and to provide new Guards for their future Security. Such has been the patient Sufferance of these Colonies; and such is now the Necessity which constrains them to alter their former Systems of Government. The History of the present King of Great-Britain is a History of repeated Injuries and Usurpations, all having in direct Object the Establishment of an absolute Tyranny over these States. To prove this, let Facts be submitted to a candid World.

HE has refused his Assent to Laws, the most wholesome and necessary for the public Good.

HE has forbidden his Governors to pass Laws of immediate and pressing Importance, unless suspended in their Operation till his Assent should be obtained; and when so suspended, he has utterly neglected to attend to them.

HE has refused to pass other Laws for the Accommodation of large Districts of People, unless those People would relinquish the Right of Representation in the Legislature, a Right inestimable to them, and formidable to Tyrants only.

HE has called together Legislative Bodies at Places unusual, uncomfortable, and distant from the Depository of their public Records, for the sole Purpose of fatiguing them into Compliance with his Measures.

HE has dissolved Representative Houses repeatedly, for opposing with manly Firmness his Invasions on the Rights of the People.

HE has refused for a long Time, after such Dissolutions, to cause others to be elected; whereby the Legislative Powers, incapable of Annihilation, have returned to the People at large for their exercise; the State remaining in the mean time exposed to all the Dangers of Invasion from without, and Convulsions within.

HE has endeavoured to prevent the Population of these States; for that Purpose obstructing the Laws for Naturalization of Foreigners; refusing to pass others to encourage their Migrations hither, and raising the Conditions of new Appropriations of Lands.

HE has obstructed the Administration of Justice, by refusing his Assent to Laws for establishing Judiciary Powers.

HE has made Judges dependent on his Will alone, for the Tenure of their Offices, and the Amount and Payment of their Salaries.

HE has erected a Multitude of new Offices, and sent hither Swarms of Officers to harrass our People, and eat out their Substance.

HE has kept among us, in Times of Peace, Standing Armies, without the consent of our Legislatures.

HE has affected to render the Military independent of and superior to the Civil Power.

HE has combined with others to subject us to a Jurisdiction foreign to our Constitution, and unacknowledged by our Laws; giving his Assent to their Acts of pretended Legislation:

FOR quartering large Bodies of Armed Troops among us:

FOR protecting them, by a mock Trial, from Punishment for any Murders which they should commit on the Inhabitants of these States:

FOR cutting off our Trade with all Parts of the World:

FOR imposing Taxes on us without our Consent:

FOR depriving us, in many Cases, of the Benefits of Trial by Jury:

FOR transporting us beyond Seas to be tried for pretended Offences:

FOR abolishing the free System of English Laws in a neighbouring Province, establishing therein an arbitrary Government, and enlarging its Boundaries, so as to render it at once an Example and fit Instrument for introducing the same absolute Rule into these Colonies:

FOR taking away our Charters, abolishing our most valuable Laws, and altering fundamentally the Forms of our Governments:

FOR suspending our own Legislatures, and declaring themselves invested with Power to legislate for us in all Cases whatsoever.

HE has abdicated Government here, by declaring us out of his Protection and waging War against us.

HE has plundered our Seas, ravaged our Coasts, burnt our Towns, and destroyed the Lives of our People.

HE is, at this Time, transporting large Armies of foreign Mercenaries to compleat the Works of Death, Desolation, and Tyranny, already begun with circumstances of Cruelty and Perfidy, scarcely

paralleled in the most barbarous Ages, and totally unworthy the Head of a civilized Nation.

HE has constrained our fellow Citizens taken Captive on the high Seas to bear Arms against their Country, to become the Executioners of their Friends and Brethren, or to fall themselves by their Hands.

HE has excited domestic Insurrections amongst us, and has endeavoured to bring on the Inhabitants of our Frontiers, the merciless Indian Savages, whose known Rule of Warfare, is an undistinguished Destruction of all Ages, Sexes and Conditions.

IN every stage of these Oppressions we have Petitioned for Redress in the most humble Terms: Our repeated Petitions have been answered only by repeated Injury. A Prince, whose Character is thus marked by every act which may define a Tyrant, is unfit to be the Ruler of a free People.

NOR have we been wanting in Attentions to our British Brethren. We have warned them from Time to Time of Attempts by their Legislature to extend an unwarrantable Jurisdiction over us. We have reminded them of the Circumstances of our Emigration and Settlement here. We have appealed to their native Justice and Magnanimity, and we have conjured them by the Ties of our common Kindred to disavow these Usurpations, which, would inevitably interrupt our Connections and Correspondence. They too have been deaf to the Voice of Justice and of Consanguinity. We must, therefore, acquiesce in the Necessity, which denounces our Separation, and hold them, as we

hold the rest of Mankind, Enemies in War, in Peace, Friends.

We, therefore, the Representatives of the **united States of America,** in General Congress, Assembled, appealing to the Supreme Judge of the World for the Rectitude of our Intentions, do, in the Name, and by Authority of the good People of these Colonies, solemnly Publish and Declare, That these United Colonies are, and of Right ought to be **Free and Independent States;** that they are absolved from all Allegiance to the British Crown, and that all political Connection between them and the State of Great-Britain, is and ought to be totally dissolved; and that as **Free and Independent States,** they have full Power to levy War, conclude Peace, contract Alliances, establish Commerce, and to do all other Acts and Things which **Independent States** may of right do. —And for the support of this Declaration, with a firm Reliance on the Protection of divine Providence, we mutually pledge to each other our Lives, our Fortunes, and our sacred Honor.

Signed by ORDER and in BEHALF of the CONGRESS,

JOHN HANCOCK, President

Attest.

CHARLESTHOMSON, Secretary

Signers of the Declaration of Independence

Georgia:

Button Gwinnett
Lyman Hall
George Walton

North Carolina:

William Hooper
Joseph Hewes
John Penn

South Carolina:

Edward Rutledge
Thomas Heyward, Jr.
Thomas Lynch, Jr.
Arthur Middleton

Massachusetts:

Samuel Adams
John Adams
Robert Treat Paine
Elbridge Gerry
John Hancock

Maryland:

Samuel Chase
William Paca
Thomas Stone
Charles Carroll of Carrollton

Virginia:

George Wythe
Richard Henry Lee
Thomas Jefferson
Benjamin Harrison
Thomas Nelson, Jr.
Francis Lightfoot Lee
Carter Braxton

Pennsylvania:

Robert Morris
Benjamin Rush

Benjamin Franklin
John Morton
George Clymer
James Smith
George Taylor
James Wilson
George Ross

Delaware:

Caesar Rodney
George Read
Thomas McKean

New York:

William Floyd
Philip Livingston
Francis Lewis
Lewis Morris

New Jersey:

Richard Stockton
John Witherspoon
Francis Hopkinson
John Hart
Abraham Clark

New Hampshire:

Josiah Bartlett
Matthew Thornton
William Whipple

Rhode Island:

Stephen Hopkins
William Ellery

Connecticut:

Roger Sherman
Samuel Huntington
William Williams
Oliver Wolcott

THE CONSTITUTION OF THE UNITED STATES OF AMERICA

We the People of the United States, in Order to form a more perfect Union, establish Justice, insure domestic Tranquility, provide for the common defence, promote the general Welfare, and secure the Blessings of Liberty to ourselves and our Posterity, do ordain and establish this Constitution for the United States of America.

Article. I.

Section. 1. All legislative Powers herein granted shall be vested in a Congress of the United States, which shall consist of a Senate and House of Representatives.

Section. 2. The House of Representatives shall be composed of Members chosen every second Year by the People of the several States, and the Electors in each State shall have the Qualifications requisite for Electors of the most numerous Branch of the State Legislature.

No Person shall be a Representative who shall not have attained to the Age of twenty five Years, and been seven Years a Citizen of the United States, and who shall not, when elected, be an Inhabitant of that State in which he shall be chosen.

[Representatives and direct Taxes shall be apportioned among the several States which may be included within this Union, according to their respective Numbers, which shall be determined by adding to the whole Number of free Persons, including those bound to Service for a Term of

Years, and excluding Indians not taxed, three fifths of all other Persons.]¹ The actual Enumeration shall be made within three Years after the first Meeting of the Congress of the United States, and within every subsequent Term of ten Years, in such Manner as they shall by Law direct. The number of Representatives shall not exceed one for every thirty Thousand, but each State shall have at Least one Representative; and until such enumeration shall be made, the State of New Hampshire shall be entitled to chuse three, Massachusetts eight, Rhode-Island and Providence Plantations one, Connecticut five, New-York six, New Jersey four, Pennsylvania eight, Delaware one, Maryland six, Virginia ten, North Carolina five, South Carolina five, and Georgia three.

When vacancies happen in the Representation from any State, the Executive Authority thereof shall issue Writs of Election to fill such Vacancies.

The House of Representatives shall chuse their Speaker and other Officers; and shall have the sole Power of Impeachment.

Section. 3. The Senate of the United States shall be composed of two Senators from each State, [chosen by the Legislature thereof,]² for six Years; and each Senator shall have one Vote.

Immediately after they shall be assembled in Consequence of the first Election, they shall be divided as equally as may be into three Classes. The Seats of the Senators of the first Class shall be vacated at the Expiration of the second Year, of

the second Class at the Expiration of the fourth Year, and of the third Class at the Expiration of the sixth Year, so that one third may be chosen every second Year; [and if Vacancies happen by Resignation, or otherwise, during the Recess of the Legislature of any State, the Executive thereof may make temporary Appointments until the next Meeting of the Legislature, which shall then fill such Vacancies.]³

No Person shall be a Senator who shall not have attained to the Age of thirty Years, and been nine Years a Citizen of the United States, and who shall not, when elected, be an Inhabitant of that State for which he shall be chosen.

The Vice President of the United States shall be President of the Senate, but shall have no Vote, unless they be equally divided.

The Senate shall chuse their other Officers, and also a President pro tempore, in the Absence of the Vice President, or when he shall exercise the Office of President of the United States.

The Senate shall have the sole Power to try all Impeachments. When sitting for that Purpose, they shall be on Oath or Affirmation. When the President of the United States is tried, the Chief Justice shall preside: And no Person shall be convicted without the Concurrence of two thirds of the Members present.

Judgment in Cases of Impeachment shall not extend further than to removal from Office, and disqualification to hold and enjoy any Office of honor, Trust or Profit under the United States:

¹Changed by section 2 of the Fourteenth Amendment.

²Changed by the Seventeenth Amendment.

³Changed by the Seventeenth Amendment.

but the Party convicted shall nevertheless be liable and subject to Indictment, Trial, Judgment and Punishment, according to Law.

Section. 4. The Times, Places and Manner of holding Elections for Senators and Representatives, shall be prescribed in each State by the Legislature thereof; but the Congress may at any time by Law make or alter such Regulations, except as to the Places of chusing Senators.

The Congress shall assemble at least once in every Year, and such Meeting shall be [on the first Monday in December,]⁴ unless they shall by Law appoint a different Day.

Section. 5. Each House shall be the Judge of the Elections, Returns and Qualifications of its own Members, and a Majority of each shall constitute a Quorum to do Business; but a smaller Number may adjourn from day to day, and may be authorized to compel the Attendance of absent Members, in such Manner, and under such Penalties as each House may provide.

Each House may determine the Rules of its Proceedings, punish its Members for disorderly Behaviour, and, with the Concurrence of two thirds, expel a Member.

Each House shall keep a Journal of its Proceedings, and from time to time publish the same, excepting such Parts as may in their Judgment require Secrecy; and the Yeas and Nays of the Members of either House on any question shall, at the Desire of one fifth of those Present, be entered on the Journal.

⁴Changed by section 2 of the Twentieth Amendment.

Neither House, during the Session of Congress, shall, without the Consent of the other, adjourn for more than three days, nor to any other Place than that in which the two Houses shall be sitting.

Section. 6. The Senators and Representatives shall receive a Compensation for their Services, to be ascertained by Law, and paid out of the Treasury of the United States. They shall in all Cases, except Treason, Felony and Breach of the Peace, be privileged from Arrest during their Attendance at the Session of their respective Houses, and in going to and returning from the same; and for any Speech or Debate in either House, they shall not be questioned in any other Place.

No Senator or Representative shall, during the Time for which he was elected, be appointed to any civil Office under the Authority of the United States, which shall have been created, or the Emoluments whereof shall have been increased during such time; and no Person holding any Office under the United States, shall be a Member of either House during his Continuance in Office.

Section. 7. All Bills for raising Revenue shall originate in the House of Representatives; but the Senate may propose or concur with Amendments as on other Bills.

Every Bill which shall have passed the House of Representatives and the Senate, shall, before it become a Law, be presented to the President of the United States; If he approve he shall sign it, but if not he shall return it, with his Objections to that House in which it shall have originated, who shall enter the Objections at large on their

Journal, and proceed to reconsider it. If after such Reconsideration two thirds of that House shall agree to pass the Bill, it shall be sent, together with the Objections, to the other House, by which it shall likewise be reconsidered, and if approved by two thirds of that House, it shall become a Law. But in all such Cases the Votes of both Houses shall be determined by yeas and Nays, and the Names of the Persons voting for and against the Bill shall be entered on the Journal of each House respectively. If any Bill shall not be returned by the President within ten Days (Sundays excepted) after it shall have been presented to him, the Same shall be a Law, in like Manner as if he had signed it, unless the Congress by their Adjournment prevent its Return, in which Case it shall not be a Law.

Every Order, Resolution, or Vote to which the Concurrence of the Senate and House of Representatives may be necessary (except on a question of Adjournment) shall be presented to the President of the United States; and before the Same shall take Effect, shall be approved by him, or being disapproved by him, shall be repassed by two thirds of the Senate and House of Representatives, according to the Rules and Limitations prescribed in the Case of a Bill.

Section. 8. The Congress shall have Power To lay and collect Taxes, Duties, Imposts and Excises, to pay the Debts and provide for the common Defence and general Welfare of the United States; but all Duties, Imposts and Excises shall be uniform throughout the United States;

To borrow Money on the credit of the United States;

To regulate Commerce with foreign Nations, and among the several States, and with the Indian Tribes;

To establish a uniform Rule of Naturalization, and uniform Laws on the subject of Bankruptcies throughout the United States;

To coin Money, regulate the Value thereof, and of foreign Coin, and fix the Standard of Weights and Measures;

To provide for the Punishment of counterfeiting the Securities and current Coin of the United States;

To establish Post Offices and post Roads;

To promote the Progress of Science and useful Arts, by securing for limited Times to Authors and Inventors the exclusive Right to their respective Writings and Discoveries;

To constitute Tribunals inferior to the supreme Court;

To define and punish Piracies and Felonies committed on the high Seas, and Offences against the Law of Nations;

To declare War, grant Letters of Marque and Reprisal, and make Rules concerning Captures on Land and Water;

To raise and support Armies, but no Appropriation of Money to that Use shall be for a longer Term than two Years;

To provide and maintain a Navy;

To make Rules for the Government and Regulation of the land and naval Forces;

To provide for calling forth the Militia to execute the Laws of the Union, suppress Insurrections and repel Invasions;

To provide for organizing, arming, and disciplining, the Militia, and for governing such Part of them as may be employed in the Service of the United States, reserving to the States respectively, the Appointment of the Officers, and the Authority of training the Militia according to the discipline prescribed by Congress;

To exercise exclusive Legislation in all Cases whatsoever, over such District (not exceeding ten Miles square) as may, by Cession of particular States, and the Acceptance of Congress, become the Seat of the Government of the United States, and to exercise like Authority over all Places purchased by the Consent of the Legislature of the State in which the Same shall be, for the Erection of Forts, Magazines, Arsenals, dock-Yards, and other needful Buildings;—And

To make all Laws which shall be necessary and proper for carrying into Execution the foregoing Powers, and all other Powers vested by this Constitution in the Government of the United States, or in any Department or Officer thereof.

Section. 9. The Migration or Importation of such Persons as any of the States now existing shall think proper to admit, shall not be prohibited by the Congress prior to the Year one thousand eight hundred and eight, but a Tax or duty may be imposed on such Importation, not exceeding ten dollars for each Person.

The Privilege of the Writ of Habeas Corpus shall not be suspended, unless when in Cases of Rebellion or Invasion the public Safety may require it.

No Bill of Attainder or ex post facto Law shall be passed.

No Capitation, or other direct, Tax shall be laid, unless in Proportion to the Census or enumeration herein before directed to be taken.⁵

No Tax or Duty shall be laid on Articles exported from any State.

No Preference shall be given by any Regulation of Commerce or Revenue to the Ports of one State over those of another: nor shall Vessels bound to, or from, one State, be obliged to enter, clear, or pay Duties in another.

No Money shall be drawn from the Treasury, but in Consequence of Appropriations made by Law; and a regular Statement and Account of the Receipts and Expenditures of all public Money shall be published from time to time.

No Title of Nobility shall be granted by the United States: And no Person holding any Office of Profit or Trust under them, shall, without the Consent of the Congress, accept of any present, Emolument, Office, or Title, of any kind whatever, from any King, Prince, or foreign State.

Section. 10. No State shall enter into any Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal; coin Money; emit Bills of Credit; make any Thing but gold and silver Coin a Tender in Payment of Debts; pass any Bill of Attainder, ex

⁵See the Sixteenth Amendment.

post facto Law, or Law impairing the Obligation of Contracts, or grant any Title of Nobility.

No State shall, without the Consent of the Congress, lay any Imposts or Duties on Imports or Exports, except what may be absolutely necessary for executing it's inspection Laws: and the net Produce of all Duties and Imposts, laid by any State on Imports or Exports, shall be for the Use of the Treasury of the United States; and all such Laws shall be subject to the Revision and Controul of the Congress.

No State shall, without the Consent of Congress, lay any Duty of Tonnage, keep Troops, or Ships of War in time of Peace, enter into any Agreement or Compact with another State, or with a foreign Power, or engage in War, unless actually invaded, or in such imminent Danger as will not admit of delay.

Article. II.

Section. 1. The executive Power shall be vested in a President of the United States of America. He shall hold his Office during the Term of four Years, and, together with the Vice President, chosen for the same Term, be elected, as follows:

Each State shall appoint, in such Manner as the Legislature thereof may direct, a Number of Electors, equal to the whole Number of Senators and Representatives to which the State may be entitled in the Congress: but no Senator or Representative, or Person holding an Office of Trust or Profit under the United States, shall be appointed an Elector.

[The Electors shall meet in their respective States, and vote by Ballot for two Persons, of whom

one at least shall not be an Inhabitant of the same State with themselves. And they shall make a List of all the Persons voted for, and of the Number of Votes for each; which List they shall sign and certify, and transmit sealed to the Seat of the Government of the United States, directed to the President of the Senate. The President of the Senate shall, in the Presence of the Senate and House of Representatives, open all the Certificates, and the Votes shall then be counted. The Person having the greatest Number of Votes shall be the President, if such Number be a Majority of the whole Number of Electors appointed; and if there be more than one who have such Majority, and have an equal Number of Votes, then the House of Representatives shall immediately chuse by Ballot one of them for President; and if no Person have a Majority, then from the five highest on the List the said House shall in like Manner chuse the President. But in chusing the President, the Votes shall be taken by States, the Representation from each State having one Vote; A quorum for this Purpose shall consist of a Member or Members from two thirds of the States, and a Majority of all the States shall be necessary to a Choice. In every Case, after the Choice of the President, the Person having the greatest Number of Votes of the Electors shall be the Vice President. But if there should remain two or more who have equal Votes, the Senate shall chuse from them by Ballot the Vice President.]⁶

The Congress may determine the Time of chusing the Electors, and the Day on which they

⁶Changed by the Twelfth Amendment.

shall give their Votes; which Day shall be the same throughout the United States.

No Person except a natural born Citizen, or a Citizen of the United States, at the time of the Adoption of this Constitution, shall be eligible to the Office of President; neither shall any Person be eligible to that Office who shall not have attained to the Age of thirty five Years, and been fourteen Years a Resident within the United States.

[In Case of the Removal of the President from Office, or of his Death, Resignation, or Inability to discharge the Powers and Duties of the said Office, the Same shall devolve on the Vice President, and the Congress may by Law provide for the Case of Removal, Death, Resignation or Inability, both of the President and Vice President, declaring what Officer shall then act as President, and such Officer shall act accordingly, until the Disability be removed, or a President shall be elected.]⁷

The President shall, at stated Times, receive for his Services, a Compensation, which shall neither be increased nor diminished during the Period for which he shall have been elected, and he shall not receive within that Period any other Emolument from the United States, or any of them.

Before he enter on the Execution of his Office, he shall take the following Oath or Affirmation:—"I do solemnly swear (or affirm) that I will faithfully execute the Office of President of the United States, and will to the best of my Ability, preserve, protect and defend the Constitution of the United States."

Section. 2. The President shall be Commander in Chief of the Army and Navy of the United States, and of the Militia of the several States, when called into the actual Service of the United States; he may require the Opinion, in writing, of the principal Officer in each of the executive Departments, upon any Subject relating to the Duties of their respective Offices, and he shall have Power to grant Reprieves and Pardons for Offences against the United States, except in Cases of Impeachment.

He shall have Power, by and with the Advice and Consent of the Senate, to make Treaties, provided two thirds of the Senators present concur; and he shall nominate, and by and with the Advice and Consent of the Senate, shall appoint Ambassadors, other public Ministers and Consuls, Judges of the supreme Court, and all other Officers of the United States, whose Appointments are not herein otherwise provided for, and which shall be established by Law: but the Congress may by Law vest the Appointment of such inferior Officers, as they think proper, in the President alone, in the Courts of Law, or in the Heads of Departments.

The President shall have Power to fill up all Vacancies that may happen during the Recess of the Senate, by granting Commissions which shall expire at the End of their next Session.

Section. 3. He shall from time to time give to the Congress Information of the State of the Union, and recommend to their Consideration such Measures as he shall judge necessary and expedient; he may, on extraordinary Occasions, convene both Houses, or either of them, and in

⁷Changed by the Twenty-Fifth Amendment.

Case of Disagreement between them, with Respect to the Time of Adjournment, he may adjourn them to such Time as he shall think proper; he shall receive Ambassadors and other public Ministers; he shall take Care that the Laws be faithfully executed, and shall Commission all the Officers of the United States.

Section. 4. The President, Vice President and all civil Officers of the United States, shall be removed from Office on Impeachment for, and Conviction of, Treason, Bribery, or other high Crimes and Misdemeanors.

Article III.

Section. 1. The judicial Power of the United States, shall be vested in one supreme Court, and in such inferior Courts as the Congress may from time to time ordain and establish. The Judges, both of the supreme and inferior Courts, shall hold their Offices during good Behaviour, and shall, at stated Times, receive for their Services, a Compensation, which shall not be diminished during their Continuance in Office.

Section. 2. The judicial Power shall extend to all Cases, in Law and Equity, arising under this Constitution, the Laws of the United States, and Treaties made, or which shall be made, under their Authority;—to all Cases affecting Ambassadors, other public Ministers and Consuls;—to all Cases of admiralty and maritime Jurisdiction;—to Controversies to which the United States shall be a Party;—to Controversies between two or more States;—[between a State and Citizens of another

State;—]⁸ between Citizens of different States;— between Citizens of the same State claiming Lands under Grants of different States, [and between a State, or the Citizens thereof, and foreign States, Citizens or Subjects.]⁹

In all Cases affecting Ambassadors, other public Ministers and Consuls, and those in which a State shall be Party, the supreme Court shall have original Jurisdiction. In all the other Cases before mentioned, the supreme Court shall have appellate Jurisdiction, both as to Law and Fact, with such Exceptions, and under such Regulations as the Congress shall make.

The Trial of all Crimes, except in Cases of Impeachment, shall be by Jury; and such Trial shall be held in the State where the said Crimes shall have been committed; but when not committed within any State, the Trial shall be at such Place or Places as the Congress may by Law have directed.

Section. 3. Treason against the United States, shall consist only in levying War against them, or in adhering to their Enemies, giving them Aid and Comfort. No Person shall be convicted of Treason unless on the Testimony of two Witnesses to the same overt Act, or on Confession in open Court.

The Congress shall have Power to declare the Punishment of Treason, but no Attainder of Treason shall work Corruption of Blood, or Forfeiture except during the Life of the Person attained.

⁸Changed by the Eleventh Amendment.

⁹Changed by the Eleventh Amendment.

Article. IV.

Section. 1. Full Faith and Credit shall be given in each State to the public Acts, Records, and judicial Proceedings of every other State; And the Congress may by general Laws prescribe the Manner in which such Acts, Records and Proceedings shall be proved, and the Effect thereof.

Section. 2. The Citizens of each State shall be entitled to all Privileges and Immunities of Citizens in the several States.

A Person charged in any State with Treason, Felony, or other Crime, who shall flee from Justice, and be found in another State, shall on Demand of the executive Authority of the State from which he fled, be delivered up, to be removed to the State having Jurisdiction of the Crime.

[No Person held to Service or Labour in one State, under the Laws thereof, escaping into another, shall, in Consequence of any Law or Regulation therein, be discharged from such Service or Labour, but shall be delivered up on Claim of the Party to whom such Service or Labour may be due.]¹⁰

Section. 3. New States may be admitted by the Congress into this Union; but no new State shall be formed or erected within the Jurisdiction of any other State; nor any State be formed by the Junction of two or more States, or Parts of States, without the Consent of the Legislatures of the States concerned as well as of the Congress.

The Congress shall have Power to dispose of and make all needful Rules and Regulations respecting

the Territory or other Property belonging to the United States; and nothing in this Constitution shall be so construed as to Prejudice any Claims of the United States, or of any particular State.

Section. 4. The United States shall guarantee to every State in this Union a Republican Form of Government, and shall protect each of them against Invasion; and on Application of the Legislature, or of the Executive (when the Legislature cannot be convened) against domestic Violence.

Article. V.

The Congress, whenever two thirds of both Houses shall deem it necessary, shall propose Amendments to this Constitution, or, on the Application of the Legislatures of two thirds of the several States, shall call a Convention for proposing Amendments, which, in either Case, shall be valid to all Intents and Purposes, as Part of this Constitution, when ratified by the Legislatures of three fourths of the several States, or by Conventions in three fourths thereof, as the one or the other Mode of Ratification may be proposed by the Congress; Provided that no Amendment which may be made prior to the Year One thousand eight hundred and eight shall in any Manner affect the first and fourth Clauses in the Ninth Section of the first Article; and that no State, without its Consent, shall be deprived of it's equal Suffrage in the Senate.

Article. VI.

All Debts contracted and Engagements entered into, before the Adoption of this Constitution, shall

¹⁰Changed by the Thirteenth Amendment.

be as valid against the United States under this Constitution, as under the Confederation.

This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.

The Senators and Representatives before mentioned, and the Members of the several State Legislatures, and all executive and judicial Officers, both of the United States and of the several States, shall be bound by Oath or Affirmation, to support this Constitution; but no religious Test shall ever be required as a Qualification to any Office or public Trust under the United States.

Article. VII.

The Ratification of the Conventions of nine States, shall be sufficient for the Establishment of this Constitution between the States so ratifying the Same.

done in Convention by the Unanimous Consent of the States present the Seventeenth Day of September in the Year of our Lord one thousand seven hundred and Eighty seven and of the Independence of the United States of America the Twelfth In Witness whereof We have hereunto subscribed our Names,

G^o Washington—Presid!
and deputy from Virginia

Signers of the Constitution of the United States of America

New Hampshire

John Langdon
Nicholas Gilman

Massachusetts

Nathaniel Gorham
Rufus King

Connecticut

Wm. Saml. Johnson
Roger Sherman

New York

Alexander Hamilton

New Jersey

Wil: Livingston
David Brearley
Wm. Paterson
Jona: Dayton

Pennsylvania

B Franklin
Thomas Mifflin
Robt Morris
Geo. Clymer
Thos. FitzSimons
Jared Ingersoll
James Wilson
Gouv Morris

Delaware

Geo: Read
Gunning Bedford jun
John Dickinson
Richard Bassett
Jaco: Broom

Maryland

James McHenry
Dan of St Thos. Jenifer
Danl Carroll

Virginia

John Blair—
James Madison Jr.

North Carolina

Wm. Blount
Richd. Dobbs Spaight
Hu Williamson

South Carolina

J. Rutledge
Charles Cotesworth Pinckney
Charles Pinckney
Pierce Butler

Georgia

William Few
Abr Baldwin

Attest William Jackson Secretary

**In Convention Monday
September 17th 1787.**

**Present
The States of**

New Hampshire, Massachusetts, Connecticut, Mr. Hamilton from New York, New Jersey, Pennsylvania, Delaware, Maryland, Virginia, North Carolina, South Carolina and Georgia.

Resolved,

That the preceding Constitution be laid before the United States in Congress assembled, and that it is the Opinion of this Convention, that it should afterwards be submitted to a Convention of Delegates, chosen in each State by the People thereof, under the Recommendation of its Legislature, for their Assent and Ratification; and that each Convention assenting to, and ratifying the Same, should give Notice thereof to the United States in Congress assembled. Resolved, That it is the Opinion of this Convention, that as soon as the Conventions of nine States shall have ratified this Constitution, the United States in Congress assembled should fix a Day on which Electors should be appointed by the States which shall have ratified the same, and a Day on which the Electors should assemble to vote for the President, and the Time and Place for commencing Proceedings under this Constitution.

That after such Publication the Electors should be appointed, and the Senators and Representatives elected: That the Electors should meet on the Day fixed for the Election of the President, and should transmit their Votes certified, signed, sealed and directed, as the Constitution requires, to the Secretary of the United States in Congress assembled, that the Senators and Representatives should convene at the Time and Place assigned; that the Senators should appoint a President of the Senate, for the sole Purpose of receiving, opening and counting the Votes for President; and, that after he shall be chosen, the Congress, together with the President, should, without Delay, proceed to execute this Constitution.

By the unanimous Order of the Convention

G^o WASHINGTON—Presid^t

W. JACKSON Secretary.

CONGRESS OF THE UNITED STATES¹¹

begun and held at the City of New-York,
on Wednesday the fourth of March,
one thousand seven hundred and eighty nine

THE Conventions of a number of the States, having at the time of their adopting the Constitution, expressed a desire, in order to prevent misconstruction or abuse of its powers, that further declaratory and restrictive clauses should be added: And as extending the ground of public confidence in the Government, will best ensure the beneficent ends of its institution:

RESOLVED by the Senate and House of Representatives of the United States of America, in Congress assembled, two thirds of both Houses concurring, that the following Articles be proposed to the Legislatures of the several States, as Amendments to the Constitution of the United States, all or any of which Articles, when ratified by three fourths of the said Legislatures, to be valid to all intents and purposes, as part of the said Constitution; viz.¹.

ARTICLES in addition to, and Amendment of the Constitution of the United States of America, proposed by Congress, and ratified by the

Legislatures of the several States, pursuant to the fifth Article of the original Constitution....

FREDERICK AUGUSTUS MUHLENBERG

Speaker of the House of Representatives.

JOHN ADAMS, Vice-President of the United States,
and President of the Senate.

ATTEST,

JOHN BECKLEY, Clerk of the House of
Representatives.

SAM. A. OTIS, Secretary of the Senate.

¹¹On September 25, 1789, Congress transmitted to the state legislatures twelve proposed amendments, two of which, having to do with Congressional representation and Congressional pay, were not adopted. The remaining ten amendments became the Bill of Rights. The amendment concerning Congressional pay was ratified on May 7, 1992, becoming the Twenty-Seventh Amendment to the Constitution.

AMENDMENTS¹²
TO THE CONSTITUTION OF THE
UNITED STATES OF AMERICA

Amendment I.

Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.

Amendment II.

A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed.

Amendment III.

No Soldier shall, in time of peace be quartered in any house, without the consent of the Owner, nor in time of war, but in a manner to be prescribed by law.

Amendment IV.

The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.

¹²The first ten Amendments (the Bill of Rights) were ratified effective December 15, 1791.

Amendment V.

No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.

Amendment VI.

In all criminal prosecutions, the accused shall enjoy the right to a speedy and public trial, by an impartial jury of the State and district wherein the crime shall have been committed; which district shall have been previously ascertained by law, and to be informed of the nature and cause of the accusation; to be confronted with the witnesses against him; to have compulsory process for obtaining witnesses in his favor, and to have the assistance of counsel for his defence.

Amendment VII.

In Suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise re-examined in any Court of the United States, than according to the rules of the common law.

Amendment VIII.

Excessive bail shall not be required, nor excessive fines imposed, nor cruel and unusual punishments inflicted.

Amendment IX.

The enumeration in the Constitution of certain rights shall not be construed to deny or disparage others retained by the people.

Amendment X.

The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people.

Amendment XI.¹³

The Judicial power of the United States shall not be construed to extend to any suit in law or equity, commenced or prosecuted against one of the United States by Citizens of another State, or by Citizens or Subjects of any Foreign State.

Amendment XII.¹⁴

The Electors shall meet in their respective states, and vote by ballot for President and Vice-President, one of whom, at least, shall not be an inhabitant of the same state with themselves; they shall name in their ballots the person voted for as President, and in distinct ballots the person voted for as Vice-President, and they shall make distinct

¹³The Eleventh Amendment was ratified February 7, 1795.

¹⁴The Twelfth Amendment was ratified June 15, 1804.

lists of all persons voted for as President, and of all persons voted for as Vice-President, and of the number of votes for each, which lists they shall sign and certify, and transmit sealed to the seat of the government of the United States, directed to the President of the Senate;—The President of the Senate shall, in the presence of the Senate and House of Representatives, open all the certificates and the votes shall then be counted;—The person having the greatest number of votes for President, shall be the President, if such number be a majority of the whole number of Electors appointed; and if no person have such majority, then from the persons having the highest numbers not exceeding three on the list of those voted for as President, the House of Representatives shall choose immediately, by ballot, the President. But in choosing the President, the votes shall be taken by states, the representation from each state having one vote; a quorum for this purpose shall consist of a member or members from two-thirds of the states, and a majority of all the states shall be necessary to a choice. [And if the House of Representatives shall not choose a President whenever the right of choice shall devolve upon them, before the fourth day of March next following, then the Vice-President shall act as President, as in the case of the death or other constitutional disability of the President—]¹⁵ The person having the greatest number of votes as Vice-President, shall be the Vice-President, if such number be a majority of the whole number of Electors appointed, and if no person have a majority,

¹⁵Superseded by section 3 of the Twentieth Amendment.

then from the two highest numbers on the list, the Senate shall choose the Vice-President; a quorum for the purpose shall consist of two-thirds of the whole number of Senators, and a majority of the whole number shall be necessary to a choice. But no person constitutionally ineligible to the office of President shall be eligible to that of Vice-President of the United States.

Amendment XIII.¹⁶

Section 1. Neither slavery nor involuntary servitude, except as a punishment for crime whereof the party shall have been duly convicted, shall exist within the United States, or any place subject to their jurisdiction.

Section 2. Congress shall have power to enforce this article by appropriate legislation.

Amendment XIV.¹⁷

Section 1. All persons born or naturalized in the United States and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

Section 2. Representatives shall be apportioned among the several States according to their

¹⁶The Thirteenth Amendment was ratified December 6, 1865.

¹⁷The Fourteenth Amendment was ratified July 9, 1868.

respective numbers, counting the whole number of persons in each State, excluding Indians not taxed. But when the right to vote at any election for the choice of electors for President and Vice President of the United States, Representatives in Congress, the Executive and Judicial officers of a State, or the members of the Legislature thereof, is denied to any of the male inhabitants of such State, being twenty-one years of age, and citizens of the United States, or in any way abridged, except for participation in rebellion, or other crime, the basis of representation therein shall be reduced in the proportion which the number of such male citizens shall bear to the whole number of male citizens twenty-one years of age in such State.

Section 3. No person shall be a Senator or Representative in Congress, or elector of President and Vice President, or hold any office, civil or military, under the United States, or under any State, who, having previously taken an oath, as a member of Congress, or as an officer of the United States, or as a member of any State legislature, or as an executive or judicial officer of any State, to support the Constitution of the United States, shall have engaged in insurrection or rebellion against the same, or given aid or comfort to the enemies thereof. But Congress may by a vote of two-thirds of each House, remove such disability.

Section 4. The validity of the public debt of the United States, authorized by law, including debts incurred for payment of pensions and bounties for services in suppressing insurrection or rebellion,

shall not be questioned. But neither the United States nor any State shall assume or pay any debt or obligation incurred in aid of insurrection or rebellion against the United States, or any claim for the loss or emancipation of any slave; but all such debts, obligations and claims shall be held illegal and void.

Section 5. The Congress shall have power to enforce, by appropriate legislation, the provisions of this article.

Amendment XV.¹⁸

Section 1. The right of citizens of the United States to vote shall not be denied or abridged by the United States or by any State on account of race, color, or previous condition of servitude.

Section 2. The Congress shall have power to enforce this article by appropriate legislation.

Amendment XVI.¹⁹

The Congress shall have power to lay and collect taxes on incomes, from whatever source derived, without apportionment among the several States, and without regard to any census or enumeration.

Amendment XVII.²⁰

The Senate of the United States shall be composed of two Senators from each State, elected by the people thereof, for six years; and each Senator shall have one vote. The electors in each State shall

¹⁸The Fifteenth Amendment was ratified February 3, 1870.

¹⁹The Sixteenth Amendment was ratified February 3, 1913.

²⁰The Seventeenth Amendment was ratified April 8, 1913.

have the qualifications requisite for electors of the most numerous branch of the State legislatures.

When vacancies happen in the representation of any State in the Senate, the executive authority of such State shall issue writs of election to fill such vacancies: *Provided*, That the legislature of any State may empower the executive thereof to make temporary appointments until the people fill the vacancies by election as the legislature may direct.

This amendment shall not be so construed as to affect the election or term of any Senator chosen before it becomes valid as part of the Constitution.

Amendment XVIII.²¹

[Section 1. After one year from the ratification of this article the manufacture, sale, or transportation of intoxicating liquors within, the importation thereof into, or the exportation thereof from the United States and all territory subject to the jurisdiction thereof for beverage purposes is hereby prohibited.

Section 2. The Congress and the several States shall have concurrent power to enforce this article by appropriate legislation.

Section 3. This article shall be inoperative unless it shall have been ratified as an amendment to the Constitution by the legislatures of the several States, as provided in the Constitution, within seven years from the date of the submission hereof to the States by the Congress.]

²¹The Eighteenth Amendment was ratified January 16, 1919. It was repealed by the Twenty-First Amendment, December 5, 1933.

Amendment XIX.²²

The right of citizens of the United States to vote shall not be denied or abridged by the United States or by any State on account of sex.

Congress shall have power to enforce this article by appropriate legislation.

Amendment XX.²³

Section 1. The terms of the President and the Vice President shall end at noon on the 20th day of January, and the terms of Senators and Representatives at noon on the 3d day of January, of the years in which such terms would have ended if this article had not been ratified; and the terms of their successors shall then begin.

Section 2. The Congress shall assemble at least once in every year, and such meeting shall begin at noon on the 3d day of January, unless they shall by law appoint a different day.

Section 3. If, at the time fixed for the beginning of the term of the President, the President elect shall have died, the Vice President elect shall become President. If a President shall not have been chosen before the time fixed for the beginning of his term, or if the President elect shall have failed to qualify, then the Vice President elect shall act as President until a President shall have qualified; and the Congress may by law provide for the case wherein neither a President elect nor a Vice President elect shall have qualified, declaring who shall then act

²²The Nineteenth Amendment was ratified August 18, 1920.

²³The Twentieth Amendment was ratified January 23, 1933.

as President, or the manner in which one who is to act shall be selected, and such person shall act accordingly until a President or Vice President shall have qualified.

Section 4. The Congress may by law provide for the case of the death of any of the persons from whom the House of Representatives may choose a President whenever the right of choice shall have devolved upon them, and for the case of the death of any of the persons from whom the Senate may choose a Vice President whenever the right of choice shall have devolved upon them.

Section 5. Sections 1 and 2 shall take effect on the 15th day of October following the ratification of this article.

Section 6. This article shall be inoperative unless it shall have been ratified as an amendment to the Constitution by the legislatures of three-fourths of the several States within seven years from the date of its submission.

Amendment XXI.²⁴

Section 1. The eighteenth article of amendment to the Constitution of the United States is hereby repealed.

Section 2. The transportation or importation into any State, Territory, or Possession of the United States for delivery or use therein of intoxicating liquors, in violation of the laws thereof, is hereby prohibited.

Section 3. This article shall be inoperative unless it shall have been ratified as an amendment to the Constitution by conventions in the several States, as provided in the Constitution, within seven years from the date of the submission hereof to the States by the Congress.

Amendment XXII.²⁵

Section 1. No person shall be elected to the office of the President more than twice, and no person who has held the office of President, or acted as President, for more than two years of a term to which some other person was elected President shall be elected to the office of President more than once. But this Article shall not apply to any person holding the office of President when this Article was proposed by the Congress, and shall not prevent any person who may be holding the office of President, or acting as President, during the term within which this Article becomes operative from holding the office of President or acting as President during the remainder of such term.

Section 2. This article shall be inoperative unless it shall have been ratified as an amendment to the Constitution by the legislatures of three-fourths of the several States within seven years from the date of its submission to the States by the Congress.

²⁴The Twenty-First Amendment was ratified December 5, 1933.

²⁵The Twenty-Second Amendment was ratified February 27, 1951.

Amendment XXIII.²⁶

Section 1. The District constituting the seat of Government of the United States shall appoint in such manner as Congress may direct:

A number of electors of President and Vice President equal to the whole number of Senators and Representatives in Congress to which the District would be entitled if it were a State, but in no event more than the least populous State; they shall be in addition to those appointed by the States, but they shall be considered, for the purposes of the election of President and Vice President, to be electors appointed by a State; and they shall meet in the District and perform such duties as provided by the twelfth article of amendment.

Section 2. The Congress shall have power to enforce this article by appropriate legislation.

Amendment XXIV.²⁷

Section 1. The right of citizens of the United States to vote in any primary or other election for President or Vice President, for electors for President or Vice President, or for Senator or Representative in Congress, shall not be denied or abridged by the United States or any State by reason of failure to pay any poll tax or other tax.

Section 2. The Congress shall have power to enforce this article by appropriate legislation.

²⁶The Twenty-Third Amendment was ratified March 29, 1961.

²⁷The Twenty-Fourth Amendment was ratified January 23, 1964.

Amendment XXV.²⁸

Section 1. In case of the removal of the President from office or of his death or resignation, the Vice President shall become President.

Section 2. Whenever there is a vacancy in the office of the Vice President, the President shall nominate a Vice President who shall take office upon confirmation by a majority vote of both Houses of Congress.

Section 3. Whenever the President transmits to the President pro tempore of the Senate and the Speaker of the House of Representatives his written declaration that he is unable to discharge the powers and duties of his office, and until he transmits to them a written declaration to the contrary, such powers and duties shall be discharged by the Vice President as Acting President.

Section 4. Whenever the Vice President and a majority of either the principal officers of the executive departments or of such other body as Congress may by law provide, transmit to the President pro tempore of the Senate and the Speaker of the House of Representatives their written declaration that the President is unable to discharge the powers and duties of his office, the Vice President shall immediately assume the powers and duties of the office as Acting President.

Thereafter, when the President transmits to the President pro tempore of the Senate and the Speaker of the House of Representatives his

²⁸The Twenty-Fifth Amendment was ratified February 10, 1967.

written declaration that no inability exists, he shall resume the powers and duties of his office unless the Vice President and a majority of either the principal officers of the executive department or of such other body as Congress may by law provide, transmit within four days to the President pro tempore of the Senate and the Speaker of the House of Representatives their written declaration that the President is unable to discharge the powers and duties of his office. Thereupon Congress shall decide the issue, assembling within forty-eight hours for that purpose if not in session. If the Congress, within twenty-one days after receipt of the latter written declaration, or, if Congress is not in session, within twenty-one days after Congress is required to assemble, determines by two-thirds vote of both Houses that the President is unable to discharge the powers and duties of his office, the Vice President shall continue to discharge the same as Acting President; otherwise, the President shall resume the powers and duties of his office.

Amendment XXVI.²⁹

Section 1. The right of citizens of the United States, who are eighteen years of age or older, to vote shall not be denied or abridged by the United States or by any State on account of age.

Section 2. The Congress shall have power to enforce this article by appropriate legislation.

²⁹The Twenty-Sixth Amendment was ratified July 1, 1971.

Amendment XXVII.³⁰

No law, varying the compensation for the services of the Senators and Representatives, shall take effect, until an election of Representatives shall have intervened.

³⁰Congress submitted the text of the Twenty-Seventh Amendment to the States as part of the proposed Bill of Rights on September 25, 1789. The Amendment was not ratified together with the first ten Amendments, which became effective on December 15, 1791. The Twenty-Seventh Amendment was ratified on May 7, 1992, by vote of Michigan.

DATES TO REMEMBER

May 25, 1787: The Constitutional Convention opens with a quorum of seven states in Philadelphia to discuss revising the Articles of Confederation. Eventually, all states but Rhode Island are represented.

September 17, 1787: All 12 state delegations approve the Constitution, 39 delegates sign it of the 42 present, and the Convention formally adjourns.

June 21, 1788: The Constitution becomes effective for the ratifying states when New Hampshire is the ninth state to ratify it.

March 4, 1789: The first Congress under the Constitution convenes in New York City.

April 30, 1789: George Washington is inaugurated as the first President of the United States.

June 8, 1789: James Madison introduces the proposed Bill of Rights in the House of Representatives.

September 24, 1789: Congress establishes a Supreme Court, 13 district courts, three ad hoc circuit courts, and the position of Attorney General.

September 25, 1789: Congress approves 12 amendments and sends them to the states for ratification.

February 2, 1790: The Supreme Court convenes for the first time.

December 15, 1791: Virginia ratifies the Bill of Rights, and 10 of the 12 proposed amendments become part of the U.S. Constitution.

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“No free government, nor the blessings of liberty, can be preserved to any people, but by...a frequent recurrence to fundamental principles.”

— George Mason, 1776



“The people made the Constitution, and the people can unmake it. It is the creature of their own will, and lives only by their will.”

— John Marshall, 1821



“The happy Union of these States is a wonder; their Constitution a miracle; their example the hope of Liberty throughout the world.”

— James Madison, 1829

U.S. Citizenship and Immigration Services would like to gratefully acknowledge the support of the National Constitution Center in Philadelphia, PA for their assistance in the development of this educational product. For more information on the National Constitution Center and its mission, please visit <http://www.constitutioncenter.org/>.

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and Immigration
Services**

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

MEETING DATE: October 6, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
DEPARTMENT: Board Of Supervisors	
APPROVING PARTY: Lee Adams	
PHONE NUMBER: 530-289-2830	

AGENDA ITEM: Resolution of intent to use of Title III funds for the aid of Fire Departments to acquire maps and property information from the County Assessor.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: This would provide all assessor maps and property information's for the whole county for use by the Fire Departments.

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

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2015- _____ Agreement 2015- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD _____ DATE _____

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**IN THE MATTER OF DECLARING INTENT
TO ALLOCATE TITLE III FUNDS TO AID FIRE DEPARTMENTS
IN ACQUIRING MAPS AND PROPERTY INFORMATION FROM THE
COUNTY ASSESSOR**

RESOLUTION 2020-

WHEREAS, The Sierra County Board of Supervisors has Title III allocation from the reauthorization of the Secure Rural Schools and Community Self Determination Act of 2000; and,

WHEREAS, Section 300 of HR1424 provides specific procedures for the Board of Supervisors to follow in considering an allocation of Title III funds; and,

WHEREAS, the Sierra County Board of Supervisors has proposed use of Title III funds in the total amount of \$957.05 for costs to purchase maps and property information from the County Assessor for fire departments in the county in order to increase protection of people and property, including adjacent federal lands, around the County of Sierra in response to the current proclamation of local emergency due to wildfire danger severity as proclaimed in Board Resolution 2014-066.

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Sierra declares its intent to allocate \$957.05 in Title III funds from the "Reauthorization of the Secure Rural Schools and Community Self Determination Act of 2000" (PL 110-343) as described above and directs the Director of Transportation to perform the following actions:

- 1) Publish a legal notice advising the public that comments will be received by the Board of Supervisors on a proposed allocation of funds for the specified purpose for a period not to be less than 45 days as required by Section 302 of HR1424; and,
- 2) Submit the proposal to the Sierra County Resource Advisory Committee as required by Section 302 of HR1424; and
- 3) Prepare and present for approval of this Board of Supervisors after a 45 day comment period, a resolution approving the funding of Title III funds for the stated purpose.

ADOPTED by the Board of Supervisors of the County of Sierra on the 6th day of October 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

COUNTY COUNSEL

STATEMENT

LAURA A. MARSHALL, ASSESSOR
COUNTY OF SIERRA
P.O. BOX 8
DOWNIEVILLE, CA 95936
Phone: (530) 289-3283

September 29, 2020

Date	Charges	Amount
8/19/2020	Complete A.P Maps including index (352 11" x 17" @ \$2/page	\$ 704.00
	Ownership Report 5062 Asmts x .05	\$253.05
	TOTAL DUE	\$ 957.05

**Please make checks payable to:
Sierra County Assessor's Office**

COMMENTS: If you need additional information, please contact our office at (530) 289-3283.

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

MEETING DATE: October 6, 2020	TYPE OF AGENDA ITEM: <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: Review/possible action regarding Urgency Ordinance 1095 prohibiting open fires on public and private property within the unincorporated areas of Sierra County due to extreme fire danger.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Copy of Ordinance 1095

BACKGROUND INFORMATION: Ordinance 1095 directs the Board to review the ordinance at each regular meeting until the ordinance is terminated by action of the Board or until December 31, 2020, whichever occurs first.

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

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

CLERK TO THE BOARD

DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**AN URGENCY ORDINANCE NO. 1095 OF THE COUNTY OF SIERRA
PROHIBITING OPEN FIRES ON PUBLIC AND PRIVATE PROPERTY WITHIN THE
UNINCORPORATED AREAS OF SIERRA COUNTY DUE TO EXTREME FIRE
DANGER (4/5ths Vote)**

WHEREAS, on August 24, 2020 the Sierra County Board of Supervisors adopted Resolution 2020-097 ratifying an amended proclamation of local state of emergency - Loyaltan Fire and extreme fire conditions commencing Friday, August 14, 2020; and

WHEREAS, on Sunday, September 7th, California's Governor Gavin Newsom declared a state of emergency in five California Counties due to the existence of 25 major wildfires which have collectively burned more than 1.2 million acres across the State and hundreds of smaller fires; and

WHEREAS, on Sunday, September 7th, the United States Forest Service closed eight National Forests in California due to extreme fire conditions; and

WHEREAS, in light of the extreme fire danger facing both the State as a whole, and Sierra County specifically, the Sierra County Board of Supervisors finds it necessary to enact restrictions on private lands within the unincorporated area of Sierra County and public lands within the unincorporated area of Sierra County which are not owned and/or controlled by state or federal governmental agencies in order to further reduce the likelihood of human-caused fires within Sierra County; and

WHEREAS, there is an immediate need to take action to protect the public health, safety and welfare of the citizens and natural environment of Sierra County from further harm and risk due to extreme wildfire and fire hazard conditions, the lack of firefighting resources statewide and extreme dry conditions in Sierra County;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF SIERRA ORDAINS that:

Sierra County Code, Title 8, Health and Sanitation, Chapter 8.12, Section 8.12.050 is added to read as follows:

8.12.050: Building, maintaining, attending, or using outdoor fires, including campfires, bonfires, pit fires, tiki torches, portable stoves, or any other open flame fire, including (but excluding propane barbecues used for cooking) is hereby prohibited on all private lands within the unincorporated area of Sierra County and public lands within the unincorporated area of Sierra County which are not owned and/or controlled by state or federal governmental agencies. This prohibition shall be reviewed by the Board at each regular meeting thereafter of the Board of Supervisors, until terminated by action of the Board or until December 31, 2020, whichever occurs first.

This ordinance shall become effective immediately upon its adoption as an urgency measure pursuant to Government Code sections 65858 and 25123.

The Urgency Ordinance entitled AN URGENCY ORDINANCE OF THE COUNTY OF SIERRA PROHIBITING OPEN FIRES ON PRIVATE PROPERTY WITHIN THE UNINCORPORATED AREAS OF SIERRA COUNTY DUE TO EXTREME FIRE DANGER passed on September 15, 2020 is rendered inoperative and is repealed by the passage of this ordinance.

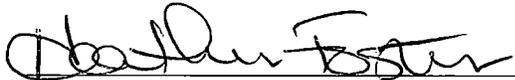
PASSED AND ADOPTED by the Board of Supervisors of the County of Sierra, State of California, at a regular meeting of said Board, held on the 18th day of September, 2020 by the following vote:

AYES: Supervisors Huebner, Roen, Dryden and Adams
NOES: None
ABSENT: Supervisor Beard



Lee Adams
Vice-Chair, Board of Supervisors
Sierra County

ATTEST:



Heather Foster
Clerk of the Board of Supervisors

APPROVED AS TO FORM:



David Prentice
County Counsel

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

MEETING DATE: October 6, 2020	TYPE OF AGENDA ITEM: <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 Board representative and alternate to the California State Association of Counties (CSAC) Board of Directors for 2020-2021.

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

COMMENTS:

CLERK TO THE BOARD DATE



OFFICERS

President

Lisa A. Bartlett
Orange County

1st Vice President

James Gore
Sonoma County

2nd Vice President

Ed Valenzuela
Siskiyou County

Past President

Virginia Bass
Humboldt County



EXECUTIVE DIRECTOR

Graham Knaus

September 15, 2020

TO: Chairs, Boards of Supervisors

FROM: Graham Knaus, Executive Director

SUBJECT: Nomination and Selection of CSAC Board of Directors Members

Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are nominated by their respective boards of supervisors and appointed by the Executive Committee to a one-year term commencing with the first day of the CSAC Annual Conference. The 2020 CSAC conference will begin on Thursday, November 12, 2020. Any member of your Board of Supervisors is eligible for the directorship.

Each year, the new CSAC Board of Directors holds its first official meeting at the Association's annual conference. **Thus, it is important that your county appoints a representative to participate at the first meeting on Thursday, November 19, 2020.** Enclosed is a list of current Board of Directors, along with a form for your county to notify us of your Board's nomination.

Please note that if we do not receive your 2020-2021 nomination, your current Board representative will continue to serve on our Board of Directors. It is important to note that counties have the ability to change Board representatives and/or alternates at any point throughout the year subject to final appointment by the CSAC Executive Committee.

The new Board of Directors will meet during the annual conference, first by caucus (urban, suburban, and rural) to nominate CSAC Officers and Executive Committee members, and again as a full Board to elect the 2020-2021 Executive Committee and to conduct other Association business. Please note that under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

If you have any questions or need further information, please contact Korina Jones at (916) 327-7500 x 508 or by email at kjones@counties.org.

Enclosures

cc: 2020 Board of Directors
Clerks, Board of Supervisors

CALIFORNIA STATE ASSOCIATION OF COUNTIES

Board of Directors

2019-2020

SECTION

U=Urban

S=Suburban

R=Rural

President:

First Vice President:

Second Vice President:

Immediate Past President:

Lisa Bartlett, Orange

James Gore, Sonoma

Ed Valenzuela, Siskiyou

Virginia Bass, Humboldt

SECTION	COUNTY	DIRECTOR
U	Alameda County	Keith Carson
R	Alpine County	Terry Woodrow
R	Amador County	Richard Forster
S	Butte County	Debra Lucero
R	Calaveras County	Merita Callaway
R	Colusa County	Denise Carter
U	Contra Costa County	John Gioia
R	Del Norte County	Chris Howard
R	El Dorado County	John Hidahl
U	Fresno County	Buddy Mendes
R	Glenn County	Keith Corum
R	Humboldt County	Estelle Fennell
S	Imperial County	Raymond Castillo
R	Inyo County	Jeff Griffiths
S	Kern County	Zack Scrivner
R	Kings County	Craig Pedersen
R	Lake County	Bruno Sabatier
R	Lassen County	Chris Gallagher
U	Los Angeles County	Mark Ridley-Thomas
R	Madera County	David Rogers
S	Marin County	Damon Connolly
R	Mariposa County	Miles Menetrey
R	Mendocino County	Carre Brown
S	Merced County	Lee Lor
R	Modoc County	Patricia Cullins
R	Mono County	John Peters
S	Monterey County	Luis Alejo
S	Napa County	Diane Dillon
R	Nevada County	Ed Scofield

U	Orange County	Lisa Bartlett
S	Placer County	Bonnie Gore
R	Plumas County	Lori Simpson
U	Riverside County	Chuck Washington
U	Sacramento County	Susan Peters
R	San Benito County	Jim Gillio
U	San Bernardino County	Janice Rutherford
U	San Diego County	Greg Cox
U	San Francisco City & County	TBA
U	San Joaquin County	Bob Elliott
S	San Luis Obispo County	Bruce Gibson
U	San Mateo County	Carole Groom
S	Santa Barbara County	Das Williams
U	Santa Clara County	Susan Ellenberg
S	Santa Cruz County	Bruce McPherson
S	Shasta County	Leonard Moty
R	Sierra County	Lee Adams
R	Siskiyou County	Ed Valenzuela
S	Solano County	Erin Hannigan
S	Sonoma County	David Rabbitt
S	Stanislaus County	Vito Chiesa
R	Sutter County	Dan Flores
R	Tehama County	Robert Williams
R	Trinity County	Judy Morris
S	Tulare County	Amy Shuklian
R	Tuolumne County	Karl Rodefer
U	Ventura County	Kelly Long
S	Yolo County	Jim Provenza
R	Yuba County	Gary Bradford

ADVISORS

Bruce Goldstein, County Counsels Association, Past President, Sonoma County
Carmel Angelo, California Association of County Executives, President, Mendocino County



California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Phone (916) 327-7500
Facsimile (916) 321-5047

NOMINATION OF CSAC BOARD OF DIRECTORS MEMBER FOR YEAR 2020 – 2021

The Board of Supervisors nominates the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2020 – 2021 Association year beginning Thursday, November 12, 2020.

County Name:

Director:

Alternate(s):

Name of individual completing form:

Does the Board of Directors member plan to attend the CSAC Annual Conference:

Yes:

No:

PLEASE RETURN TO:

Korina Jones
California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Email: kjones@counties.org

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

MEETING DATE: October 6, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
---	---

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

AGENDA ITEM: Resolution approving the agreement between the Incorporated Senior Citizens of Sierra County, doing business as the Loyalton Senior Center and Sierra County Public Health regarding the County Medical Services Program (CMSP) Covid-19 Emergency Response Grant (CERG) Funds pass through and authorize the Director of Public Health or designee to sign the agreement.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515610

GENERAL FUND IMPACT: No General Fund Impact

OTHER FUND:

AMOUNT: \$15,000.00 N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

- Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:

- Approved
 Approved as amended
 Adopted
 Adopted as amended
 Denied
 Other
 No Action Taken

- Set public hearing
For: _____
 Direction to: _____
 Referred to: _____
 Continued to: _____
 Authorization given to:

Resolution 2020- _____
Agreement 2020- _____
Ordinance _____
Vote:
Ayes:
Noes:
Abstain:
Absent:
 By Consensus

COMMENTS:

CLERK TO THE BOARD

DATE

Memorandum

To: Sierra County Board of Supervisors
From: Vickie Clark, Director
Reference: Agenda Item
Date of memo: September 22, 2020
Date of Board Meeting: October 6, 2020

Requested Action: Resolution approving the agreement between the Incorporated Senior Citizens of Sierra County, doing business as the Loyaltan Senior Center and Sierra County Public Health regarding the County Medical Services Program (CMSP) Covid-19 Emergency Response Grant (CERG) Funds pass through and authorize the Director of Public Health or designee to sign the agreement.

Mandated by: NA

Funding

Budgeted? Yes No

Revenue	15,000	CSMP CERG Grant
Expenses	15,000	Senior Meal Program + West Sierra Food Pantry
Difference	none	

Background Information:

Sierra County applied for and was granted a COVID-19 Emergency Relief Grant (CERG) through the California Medical Support Program (CMSP) in the amount of \$99,309. The scope of work includes subcontracting with the Senior Center that will support their increased meal delivery programming costs caused by the COVID-19 pandemic. Please see attached.

Given that the west side of Sierra County is lacking the infrastructure and capacity to support a delivered meal program at this time, the Senior Center agreed to pass on \$5000 to the food pantry operations being provided by Frank Lang and other volunteers. This funding is intended to stock and maintain that food pantry for the remainder of this year.

Potential Issues to consider: none

Alternatives or Impacts of disapproval – N/A

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

RESOLUTION NO. _____

RESOLUTION APPROVING THE AGREEMENT BETWEEN THE INCORPORATED SENIOR CITIZENS OF SIERRA COUNTY, DOING BUSINESS AS THE LOYALTON SENIOR CENTER AND SIERRA COUNTY PUBLIC HEALTH REGARDING THE COUNTY MEDICAL SERVICES PROGRAM (CMSP) COVID-19 EMERGENCY RESPONSE GRANT (CERG) FUNDS PASS THROUGH AND AUTHORIZE THE DIRECTOR OF PUBLIC HEALTH OR DESIGNEE TO SIGN THE AGREEMENT

WHEREAS, the Sierra County Board of Supervisors approves the agreement between the Incorporated Senior Citizens of Sierra County and Sierra County Public Health regarding the County Medical Services Program (CMSP) COVID-19 Emergency Response Grant (CERG) Funds pass through.

NOW THEREFORE BE IT RESOLVED, the Sierra County Board of Supervisors authorizes Vickie Clark, Director of Public Health, or designee, to sign the agreement..

ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 6th day of October, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JIM BEARD
Chairman, Board of Supervisors

Date

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

DAVID PRENTICE
County Counsel

**Agreement between the Incorporated Senior Citizens of Sierra
County and
Sierra County Public Health regarding the County Medical
Services Program (CMSP) COVID-19 Emergency Response Grant
(CERG) Funds pass through**

This agreement is entered into, by, and between the Incorporated Senior Citizens of Sierra County and Sierra County Public Health.

- I. **PURPOSE** - The purpose of this agreement is to set forth the terms and conditions for the Incorporated Senior Citizens of Sierra County and Sierra County Public Health in conjunction with the CMSP CERG Grant.

- II. **BACKGROUND AND AUTHORITY** – The Incorporated Senior Citizens of Sierra County began lunch delivery service only on March 16, 2020. Since that time, the number of meals served daily has increased over 40%. This is just in the Loyalton area; we have not yet identified participants in Sierraville, Sattley, and Calpine. Working with Adult Protective Services, the Incorporated Senior Citizens of Sierra County began sending 30 meals a week over to Downieville. That represents six individuals, five meals per week. This number is anticipated to increase. Additionally, the Incorporated Senior Citizens of Sierra County has just been funded to serve breakfast as a second meal daily. To meet these needs, kitchen staff hours will need to be increased, delivery will be double, and resultant costs will be increased.

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

Personnel:	\$7,075.00
Food:	\$1,575.00
Fuel:	\$750.00
Utilities	\$350.00
Advertising:	\$250.00
West Side	\$5,000.00
Total	\$15,000.00

We are requesting that \$15,000.00 be contracted to the Incorporated Senior Citizens of Sierra County to support costs associated with their meal delivery programming as described above. In addition, they are working closely with the west side of the county's community food pantry. This pantry and a small senior congregate meal site are operating on community donations and volunteers. COVID-19 shut down the congregate meals which has increased needs and exhausted the small food pantry reserves. The Incorporated Senior Citizens of Sierra County has agreed to provide the west side operation, through Frank Lang, \$5,000.00 to restock and sustain the pantry into the 2020-2021 fiscal year for the

100-125 people they are serving.

III. Incorporated Senior Citizens of Sierra County (ISCSC) Responsibilities:

- Invoice monthly to:
Sierra County Public Health
Attention: Shawna Graves
PO Box 7
Loyalton, CA 96118
- Maintain detailed documentations supporting all expenses submitted for payment to Sierra County
- Personnel: ISCSC responsibilities include maintaining employee timesheets, including, but not limited to, keeping records of employee hours and wages paid and the dates said amounts were paid. ISCSC is also responsible for all taxes related to employee wages and expenses.
- Food: ISCSC is responsible to provide all services related to the preparation, provision and delivery of meals under this contract. ISCSC shall provide dates of food purchases with receipts to Sierra County.
- Fuel: ISCSC shall provide all receipts for fuel related to services provided under this contract, including related to meal deliveries.
- Utilities: ISCSC shall provide receipts for payment of utilities incurred related to the provision of services under this contract.
- Advertising: ISCSC shall provide receipts for payment of advertising expenses incurred related to the provision of services under this contract.
- West Side: ISCSC shall provide receipts for payment for food pantry stocking necessities related to the provision of services under this contract.
- ISCSC will track, report and maintain data related to utilization demographics as required by CMSP CERG.

IV. Sierra County Responsibilities

- Invoice payments
- Contract monitoring quarterly meetings with the Incorporated Senior Citizens of Sierra County
- Fulfill grant reporting requirements to CMSP

V. Indemnification

The Incorporated Senior Citizens of Sierra County shall defend, indemnify, and hold harmless Sierra County, its elected and appointed councils, boards, commissions,

officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of the Incorporated Senior Citizens of Sierra County in the performance of services rendered under this Agreement by the Incorporated Senior Citizens of Sierra County, or any of the Incorporated Senior Citizens of Sierra County officers, agents, employees, contractors, or subcontractors.

Sierra County shall defend, indemnify, and hold harmless the Incorporated Senior Citizens of Sierra County, its officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of Sierra County in the performance of services rendered under this Agreement by Sierra County, or any of Sierra County's elected and appointed councils, boards, commissions, officers, agents, and employees.

VI. Insurance

Prior to rendering services provided by the terms and conditions of this Agreement, the Incorporated Senior Citizens of Sierra County agrees it shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to Sierra County, sufficient to cover the potential liability arising from performance of their obligations under this Agreement, as set forth below. Said insurance shall not in any way limit the obligations to indemnify and defend Sierra County as set forth in Section V above.

- x Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate;
- x Comprehensive automobile liability insurance with minimum coverage of One Hundred Thousand Dollars (\$100,000) per occurrence and with not less than Three Hundred Thousand Dollars (\$300,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.
- x Workers' Compensation Insurance coverage for all Loyalton Senior Center employees and other persons for whom Loyalton Senior Center is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

VII. CONTACTS –

For Incorporated Senior Citizens of Sierra County

Carolyn Widman, Director
Loyalton Senior Center
302 First Street Loyalton, CA 96118
(530) 993-4770
Carolyn Widman
carolyniscsc@outlook.com

For Sierra County
Vickie Clark, Director
Sierra County Public Health
PO Box 7 Loyalton, CA 96118
(530) 993-6700
vclark@sierracounty.ca.gov

VIII. GENERAL PROVISIONS -

1. AMENDMENTS. This agreement may be amended in writing at any time by written mutual consent of the Parties.

2. TERMINATION.
 - a. Termination without cause. This agreement may be terminated by either Party without cause upon thirty (30) days written notice.

 - b. Termination with cause. This agreement may be terminated immediately by either Party if the terms of this agreement are violated in any manner.

 - c. Other grounds for termination. In the event that any other contract, or agreement, as being related to or necessary for the performance of this contract, terminates or expires, this agreement may be terminated upon the effective date of the termination of that MOU, informal agreement or contract, even if such termination will occur with less than thirty (30) days written notice.

AUTHORIZED REPRESENTATIVES

By signing below, the individual certifies that it is acting as the representative of the Party named below and possesses the authority to enter into this agreement on behalf of that Party and that the Party possesses the legal authority to enter into this agreement.

For Incorporated Senior Citizens of Sierra County
Carolyn Widman, Director
Loyalton Senior Center
302 First Street Loyalton, CA 96118
(530) 993-4770
carolyniscsc@outlook.com

Signature: _____ **Date:** _____

For Sierra County

Vickie Clark, Director
Sierra County Public Health
PO Box 7 Loyalton, CA 96118
(530) 993-6700
vclark@sierracounty.ca.gov

Signature: _____

Date: _____

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

MEETING DATE:
October 6, 2020

TYPE OF AGENDA ITEM:
 Regular Timed
 Consent

8.A.

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

AGENDA ITEM: Discussion/approval of an agreement to rent the old Wells Fargo Bank building.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: The Auditor's Office is in a building that does not have appropriate ADA access. The Old Wells Fargo Bank building in down town Downieville has come available to rent. It has a ramp into the facility so that employees do not have to use the steps to enter.

FUNDING SOURCE: General Fund
GENERAL FUND IMPACT: General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

CLERK TO THE BOARD

DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**RESOLUTION APPROVING LEASE AGREEMENT
BETWEEN THE COUNTY OF SIERRA AND DOROTHY PARRISH FOR THE
AUDITOR'S OFFICE**

Resolution 2020-

NOW, THEREFORE, BE IT RESOLVED that the Sierra County Board of Supervisors, County of Sierra, State of California does approve the lease agreement between the County of Sierra and Dorothy Parrish for office space for the County Auditor's office and authorizes the County Auditor to sign the agreement.

ADOPTED by the Board of Supervisors of the County of Sierra on the 6th day of October 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

JIM BEARD, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK TO THE BOARD

DAVID PRENTICE
COUNTY COUNSEL



CALIFORNIA ASSOCIATION OF REALTORS®

COMMERCIAL LEASE AGREEMENT (C.A.R. Form CL, Revised 12/15)

Date (For reference only): September 29, 2020

Dorothy Parrish ("Landlord") and Sierra County ("Tenant") agree as follows:

1. PROPERTY: Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 326 Main Street, Downieville, CA 95936 ("Premises"), which comprise approximately % of the total square footage of rentable space in the entire property. See exhibit for a further description of the Premises.

2. TERM: The term begins on (date) November 1, 2020 ("Commencement Date"), (Check A or B):

- A. Lease: and shall terminate on (date) October 31, 2021 at 8:00 PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy... B. Month-to-month: and continues as a month-to-month tenancy... C. RENEWAL OR EXTENSION TERMS: See attached addendum

3. BASE RENT:

- A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY): (1) \$ per month... (2) \$1,150.00 per month... (3) \$ per month for the period commencing and ending and \$ per month for the period commencing and ending \$ per month for the period commencing and ending (4) In accordance with the attached rent schedule. (5) Other: B. Base Rent is payable in advance on the 1st (or day) of each calendar month... C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period.

4. RENT:

- A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit. B. Payment: Rent shall be paid to (Name) Dorothy Parrish at (address) 4239 Fairway View Dr, Loomis, CA 95650, or at any other location specified by Landlord in writing to Tenant. C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. EARLY POSSESSION: Tenant is entitled to possession of the Premises on October 12, 2020. If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. SECURITY DEPOSIT:

- A. Tenant agrees to pay Landlord \$ as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent. B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession. C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials DP

Tenant's Initials



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7. PAYMENTS:

	<u>TOTAL DUE</u>	<u>PAYMENT RECEIVED</u>	<u>BALANCE DUE</u>	<u>DUE DATE</u>
A. Rent: From <u>11/01/2020</u> To <u>11/30/2020</u> Date Date	\$ <u>1,150.00</u>	\$ _____	\$ <u>1,150.00</u>	<u>11/01/2020</u>
B. Security Deposit	\$ _____	\$ _____	\$ _____	_____
C. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
D. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
E. Total:	\$ <u>1,150.00</u>	\$ _____	\$ <u>1,150.00</u>	_____

8. PARKING: Tenant is entitled to _____ unreserved and _____ reserved vehicle parking spaces. The right to parking is is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. ADDITIONAL STORAGE: Storage is permitted as follows: _____
The right to additional storage space is is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ _____ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. LATE CHARGE; INTEREST; NSF CHECKS: Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **5 calendar days** after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ _____ as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. CONDITION OF PREMISES: Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: See CLCA
Items listed as exceptions shall be dealt with in the following manner: _____

12. ZONING AND LAND USE: Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. TENANT OPERATING EXPENSES: Tenant agrees to pay for all utilities and services directly billed to Tenant. Tenant shall contribute 50% of the cost to pump tank. Historically done annually

14. PROPERTY OPERATING EXPENSES:
A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. _____

OR B. (If checked) Paragraph 14 does not apply.

15. USE: The Premises are for the sole use as Office space
No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. RULES/REGULATIONS: Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

17. MAINTENANCE:
A. Tenant OR (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.
B. Landlord OR (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and _____

Landlord's Initials (DP) (_____)

Tenant's Initials (_____) (_____)



Premises: 326 Main Street, Downieville, CA 95936

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- 18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
- 19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
- 20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
- 21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or _____) day period preceding the termination of the agreement.
- 22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
- 23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or 30) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
- 24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) _____

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

- 25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
- 26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
- 27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
- 28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
- 29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than \$1,000,000.00 and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under paragraph 17B. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$1,000,000.00, plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to paragraph 17B. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials DP () ()

Tenant's Initials () ()

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COMMERCIAL LEASE AGREEMENT (CL PAGE 3 OF 6)



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30. TENANCY STATEMENT (ESTOPPEL CERTIFICATE): Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.

31. LANDLORD'S TRANSFER: Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.

32. SUBORDINATION: This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.

33. TENANT REPRESENTATIONS; CREDIT: Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.

34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS: Landlord states that the Premises has, or has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises has, or has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.

35. DISPUTE RESOLUTION:

A. MEDIATION: Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 35B(2) below. Paragraphs 35B(2) and (3) apply whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

B. ARBITRATION OF DISPUTES: (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 35B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.

(2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

(3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Landlord's Initials ^{DS} (DP) ()

Landlord's Initials _____ / _____ Tenant's Initials _____ / _____

Tenant's Initials () ()



Premises: 326 Main Street, Downieville, CA 95936

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- 36. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.
- 37. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: Dorothy Parrish
4239 Fairway View Dr, Loomis, CA 95650

Tenant: Sierra County
By: Van Maddox
Its: Auditor
100 Courthouse Square,
Downieville, CA 95936

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

- 38. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.
- 39. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.
- 40. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** _____

The following ATTACHED supplements/exhibits are incorporated in this agreement: Option Agreement (C.A.R. Form OA)
 Commercial Lease Construction Accessibility Addendum (CLCA)

- 41. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.
- 42. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.
- 43. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 43.
- 44. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:
 Listing Agent: _____ (Print Firm Name) is the agent of (check one):
 the Landlord exclusively; or both the Tenant and Landlord.
 Selling Agent: _____ (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):
 the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.
 Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials (DP) (_____)

Tenant's Initials (_____) (_____)



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Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant _____ Date _____
Sierra County
(Print name)

Address 100 Courthouse Sq, Downieville, CA City Downieville State CA Zip 95936

Tenant _____ Date _____
(Print name)

Address _____ City _____ State _____ Zip _____

GUARANTEE: In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____
Guarantor _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord Dorothy Parrish Date 10/5/2020
(owner or agent with authority to enter into this agreement) Dorothy Parrish
Address 4239 Fairway View Dr City Loomis State CA Zip 95650-9592

Landlord _____ Date _____
(owner or agent with authority to enter into this agreement)
Address _____ City _____ State _____ Zip _____

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

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CALIFORNIA ASSOCIATION OF REALTORS®

COMMERCIAL LEASE CONSTRUCTION ACCESSIBILITY ADDENDUM

(C.A.R. Form CLCA, 11/16)

This is an addendum to the Commercial Lease Agreement (lease) dated November 1, 2020 in which Dorothy Parrish is referred to as "Landlord" and Sierra County is referred to as "Tenant". Paragraph 34 of the lease is deleted in its entirety and replaced by the following;

Paragraph 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:

- A. Landlord states that the Premises have, or have not been inspected by a Certified Access Specialist (CASp).
B. If the Premises have been inspected by a CASp, (1) Landlord states that the Premises have, or have not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53. Landlord shall provide Tenant a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) as specified below. (2) (i) Tenant has received a copy of the report at least 48 hours before executing this lease. Tenant has no right to rescind the lease based upon information contained in the report. OR (ii) Tenant has received a copy of the report prior to, but no more than, 48 hours before, executing this lease. Based upon information contained in the report, Tenant has 72 hours after execution of this lease to rescind it. OR (iii) Tenant has not received a copy of the report prepared by the CASp prior to execution of this lease. Landlord shall provide a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) within 7 days after execution of this lease. Tenant shall have up to 3 days thereafter to rescind the lease based upon information in the report.
C. If the Premises have not been inspected by a CASp or a certificate was not issued by the CASp who conducted the inspection, "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."
D. Notwithstanding anything to the contrary in paragraph 17, 18, 19 or elsewhere in the lease, any repairs or modifications necessary to correct violations of construction related accessibility standards to the Premises are the responsibility of Tenant, Landlord, Other

Tenant (Signature) Date

Tenant (Print name) Sierra County

Tenant (Signature) Date

Tenant (Print name) DocuSigned by:

Landlord (Signature) Dorothy Parrish Date 10/5/2020

Landlord (Print name) Dorothy Parrish

Landlord (Signature) Date

Landlord (Print name)

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Reviewed by



CLCA REVISED 11/16 (PAGE 1 OF 1)

COMMERCIAL LEASE CONSTRUCTION ACCESSIBILITY ADDENDUM (CLCA PAGE 1 OF 1)

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

MEETING DATE: October 6, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
---	---

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

AGENDA ITEM: Resolution authorizing use of Title III funds in the total amount of \$500.00 for costs for mapping for the GIS System related to the Sierra Brooks Community Firewise Plan in order to increase protection of people and property, including adjacent federal lands, around the communities of Sierra Brooks.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: A resolution of intent was adopted on August 4, 2020 for this use of Title 3 Funding. All notifications requirements have been met.

FUNDING SOURCE: Title 3
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ 500 N/A

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

CLERK TO THE BOARD _____ DATE _____

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**IN THE MATTER OF AUTHORIZING USE OF
TITLE III FUNDS FOR
GIS MAPPING FOR THE
SIERRA BROOKS COMMUNITY FIREWISE PLAN**

RESOLUTION 2020-

WHEREAS, The Sierra County Board of Supervisors has Title III allocation from the reauthorized Secure Rural Schools and Community Self Determination Act of 2000 (HR 1424); and,

WHEREAS, the Sierra County Board of Supervisors, by adoption of Resolution 2020-102 on August 4, 2020 declared its intent to utilize \$500.00 for costs for mapping for the GIS System related to the Sierra Brooks Community Firewise Plan in order to increase protection of people and property, including adjacent federal lands, around the communities of Sierra Brooks in response to the current proclamation of local emergency due to wildfire danger severity as proclaimed in Board Resolution 2014-066.

WHEREAS, the County has followed all procedures outlined in Section 301 through 303 for implementation of the use of funds.

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Sierra hereby authorizes use of Title III funds in the amount of \$500.00 as outlined above, for costs for mapping for the GIS System related to the Sierra Brooks Community Firewise Plan in order to increase protection of people and property, including adjacent federal lands, around the communities of Sierra Brooks in response to the current proclamation of local emergency due to wildfire danger severity as proclaimed in Board Resolution 2014-066.

ADOPTED by the Board of Supervisors of the County of Sierra on the 6th day of October, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

COUNTY OF SIERRA

JAMES BEARD, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

DAVID PRENTICE
COUNTY COUNSEL

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

MEETING DATE: October 6, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
---	---

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

AGENDA ITEM: Resolution approving Grant Agreement between the Northern Sierra Air Quality Management District and Sierra County Department of Public Works for funding to replace an existing Hough H65C wheel loader with a new Cat 92 14A wheel loader.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
2013-030

BACKGROUND INFORMATION: The NSAQMD promotes voluntary diesel engine emission reduction programs under cooperative agreements with eligible applicants to reduce public exposure to ozone precursors and toxic diesel particulate matter. The objective of this Grant Agreement is to reduce these air pollution emissions from this off-road piece of equipment in the Participant's fleet by replacing the existing equipment with newer equipment. This grant award is in the amount of \$108,108.00. Costs for the new wheel loader in excess of this award will need to be matched by Road Funds.

FUNDING SOURCE: Road
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$108,108 Revenue/Expenditure N/A

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

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

**IN THE MATTER OF APPROVING AGREEMENT
WITH NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT
FOR CARL MOYER GRANT FUNDING
TOWARD REPLACEMENT OF HEAVY EQUIPMENT**

RESOLUTION 2020-_____

1. The grant agreement between the Northern Sierra Air Quality Management District and Sierra County Department of Public Works in the amount of \$108,108.00 for replacement of a Hough H65C Wheel Loader is hereby approved.
2. Tim H. Beals, Director of Transportation, is hereby authorized to execute the grant agreement on behalf of the County, and take any actions necessary for the purpose of administering referenced grant.

ADOPTED by the Board of Supervisors of the County of Sierra on the 6th day of October, 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

GRANT AGREEMENT

between

The Northern Sierra Air Quality Management District

and

Tim H. Beals of Sierra County Public Works

This Agreement is made and entered into this _____ day of, _____
day month year

by and between the NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT (NSAQMD), an air quality management district formed pursuant to the laws of the State of California, and Participant.

WITNESSETH

This Agreement (“Agreement”) between the Northern Sierra Air Quality Management District, a public agency of the State of California, hereinafter referred to as “District” and **Tim H. Beals of Sierra County Public Works**, hereinafter referred to as “Participant”:

WHEREAS, pursuant to Health and Safety Code §41082, the District may undertake programs that include financial assistance or other incentives to fleet operators for the purchase, conversion, replacement or operation of low-emission motor vehicles; and

WHEREAS, only public or private fleets that permanently reside within Nevada, Sierra, or Plumas Counties qualify for funding; and

WHEREAS, under Resolution No. **2019-01** on **January 28, 2019**, NSAQMD’s Board of Directors authorized the NSAQMD to participate in Year **21** of the “Carl Moyer Memorial Air Quality Standards Attainment Program (Heavy-Duty Low-Emission Vehicle Incentive Program)”; and

WHEREAS, pursuant to Northern Sierra Air Quality Management District Board Resolution No. 2004-03, the Air Pollution Control Officer is authorized to execute incentive agreements for the “Carl Moyer Memorial Air Quality Standards Attainment Program (Heavy-Duty Low-Emission Vehicle Incentive Program)”; and

WHEREAS, “Participant” represents that the purchase is NOT required by any local, state, and/or federal rule or regulation. For public agencies, controlling board policy does NOT require the purchase.

NOW, THEREFORE, based on their mutual promises, covenants, and conditions, the parties hereby agree as follows:

1. PROJECT

Participant shall perform all activities and work necessary to implement and complete the project set forth in the proposal which is incorporated herein as Exhibit A. Participant agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, per schedule, in a professional manner, the services described herein. Participant represents that the Participant has the expertise necessary to adequately perform the project specified in Exhibit A.

In the event of any conflict between or among the terms and conditions of this Agreement, the exhibits incorporated herein, and the documents referred to and incorporated herein, such conflict shall be resolved by giving precedence in the following order of priority:

1. The text of this Agreement;
2. Exhibits A, B, Exhibit B-1a to this Agreement;
3. The NSAQMD Year **21** Carl Moyer Incentive Program Policy and Procedures prepared by the NSAQMD; and,
4. The Carl Moyer Program Guidelines (April 27, 2017) and applicable Carl Moyer Program Advisories.

In addition, unless stricter compliance requirements are defined by Items 1 to 3 in the list above, then the project shall comply with the requirements established in Item 4.

2. PERIOD OF PERFORMANCE/TIMETABLE

Participant shall commence performance of work and produce all work products in accordance with the work schedule and deadlines for performance identified in Exhibit A (Statement of Grant Obligations) unless this Agreement is terminated sooner as provided for elsewhere in this Agreement.

3. EQUIPMENT REPLACEMENT REQUIREMENTS

A. Replacement: The Participant shall provide the NSAQMD with a copy of the final invoice from the dealer from whom the replacement equipment will be purchased. Purchase of any equipment/engine other than the one specified on the submitted final invoice shall constitute a breach of this Agreement.

B. Maintenance: The Participant shall maintain the new grant-funded engine(s)/equipment pursuant to the manufacturer's written specifications. Prior to operating the engine(s)/equipment, the Participant will provide the NSAQMD with a copy of the manufacturer's written maintenance specifications. The Participant will keep a maintenance log containing records of all maintenance performed on the engine(s)/equipment.

The Participant shall make these maintenance logs available for NSAQMD review upon request by the NSAQMD. To ensure accurate engine(s)/equipment reporting, Participant is required to maintain equipment (hour meters, odometers) necessary to determine usage. The Participant must document usage during a failure of such

equipment and provide the NSAQMD with that documentation with the Annual Usage Report. Failure to comply with these conditions will constitute a breach of this Agreement. Failure to maintain the engine(s)/equipment to the manufacturer's specifications will constitute a breach of this Agreement.

C. Operation: The Participant shall operate the new grant-funded engine(s)/equipment pursuant to the manufacturer's written specifications. Prior to operating the engine(s)/equipment, the Participant will provide the NSAQMD with a copy of the manufacturer's written operating specifications. Failure to operate the engine(s)/equipment within the manufacturer's specifications will constitute a breach of this Agreement.

D. Modification: The Participant is prohibited from modifying the engine(s)/equipment configuration. This includes but is not limited to modifications to the engine(s)/equipment, electronic control unit, cooling, exhaust, crank-case ventilation and lubrication systems, power take-offs, and the transmission/gear reduction as applicable. The Participant is required to conduct routine maintenance and repair as needed. All components replaced as part of routine maintenance and/or repair must comply with the original installed engine(s)/equipment configuration and manufacturer's specification. Any modifications to the engine(s)/equipment configuration without written consent from an agent authorized by the manufacturer and the NSAQMD will constitute a breach of this Agreement.

4. PERFORMANCE

This project will result in emission reductions because the replacement engine(s)/equipment has (have) lower emissions than the original engine(s)/equipment. The required emission reductions over the Agreement term are specified in Exhibit A. The performance measure to ensure that the required emission reductions are achieved for this project shall be derived from the total engine operation since it (they) was (were) purchased, based on either fuel usage or engine(s)/equipment hours as Specified in Exhibit A. As required by the Carl Moyer Program Guidelines (April 28, 2011), a minimum of 75 percent of the project's operation must be within California.

Annually, through the term of this Agreement or any amendments to it and starting one year from the day of the NSAQMD post-inspection, Participant shall provide the NSAQMD with Annual Engine/Equipment Usage Reports as outlined in Exhibit B using the report form in (Exhibit B-1a). Prior to this Agreement being deemed complete, the NSAQMD shall assess whether the engine(s)/equipment was (were) sufficiently operated to achieve the required emission reductions. Engine(s)/equipment operation over the Agreement term, must result in the contracted usage as stated in Exhibit A being achieved. In the case where the actual usage is between plus or minus 30% of the contracted usage, then the NSAQMD shall declare the Agreement complete. In the case where the actual usage is 30% above the contracted usage, the Participant will provide the NSAQMD with the reason for the extra usage and if the NSAQMD, the ARB or their designee(s) deem the reasoning acceptable, the NSAQMD shall declare the Agreement complete. In the case where the actual usage is 30% below the contracted usage or excessive usage is not acceptable to the NSAQMD, the ARB or their designee(s), then one of the following performance compliance options for the project shall be selected by the NSAQMD:

1. The Participant shall repay a portion of the grant amount to the NSAQMD where the repayment portion is determined using the following formula:

$$R = G \times \left(1 - \frac{O_{act}}{O_{con}} \right)$$

Where:

R is the repayment amount;

G is the total grant amount as stated in Paragraph 6;

O_{act} is the total actual engine(s) operation amount since the equipment purchase;

O_{con} is the total required engine(s) operation amount over the term of this Agreement defined in Exhibit A;

or,

2. The APCO may, at his or her sole discretion, relieve this obligation to return the funds after considering the circumstances leading to the failure to fulfill the minimum performance requirements. Additionally, the APCO may, at his or her sole discretion, require full reimbursement of all funds paid to the Participant.

5. RECORD KEEPING AND REPORTING

A. Records: Participant shall keep, and provide to NSAQMD or its agents, upon request, accurate financial records (including invoices and published price lists on which Agreement was based) necessary to enable NSAQMD to review Participant's performance of this Agreement. These records shall demonstrate the grant funding has been used for the purchase of engine(s)/equipment and/or provision of services as described in Exhibit A to this Grant Agreement, Statement of Grant Obligations. Participant shall maintain all such records for at least five years after the date on which the engine(s)/ equipment and or/services was (were) purchased.

B. Reports: The Participant shall submit report(s) to the NSAQMD in accordance with the schedule and format specified in Exhibit B (Annual Grant Status Report Format) and Exhibit B-1a (Annual Engine Usage Report). Failure to comply with reporting requirements will trigger District Auditing as specified in the Carl Moyer Program Guidelines.

6. COMPENSATION

NSAQMD may reimburse Participant for up to **One hundred and eight thousand, one hundred and eight dollars and zero cents (\$108,108.00)** ("Total Grant Award") if and when such funds become available to NSAQMD and are budgeted for this purpose by NSAQMD.

A. Payments: Only expenditures incurred by Participant in the direct performance of this Agreement can be reimbursed by NSAQMD. Participant shall invoice the NSAQMD in accordance with the schedule specified in Exhibit A. Payments by NSAQMD to Participant for any services detailed in Exhibit A shall be permitted only after said services have been satisfactorily rendered, and

after a written request and claim from Participant for such payment has been received by NSAQMD. Said written request shall set forth the work completed in the claim period and shall include copies of any and all invoices or financial records needed to verify that stated costs have been incurred by Participant. Invoices and supporting records shall be submitted to NSAQMD no more often than once every five months, unless prior approval for a greater frequency has been given by NSAQMD. Claims and all supporting documentation shall be submitted to the Northern Sierra Air Quality Management District (NSAQMD), 200 Litton Dr., Suite 320, Grass Valley, California 95945, Attention: Joe Fish.

NSAQMD shall pay Participant the amount of the Total Grant Award within thirty (30) calendar days after receiving a request for payment and verifying that services have been satisfactorily completed as cited in the invoice.

NSAQMD shall review and pay Participant additional sums toward the Total Grant Award if and when (a) NSAQMD receives additional Carl Moyer grant funds for the next funding cycle, and (b) NSAQMD budgets and allocates such funds for the purpose of funding this Agreement.

Participant expressly understands, acknowledges and agrees that NSAQMD will use reasonable efforts to budget and allocate funds to support this Agreement, however NSAQMD cannot make any guarantees as to the availability or amount of any future reimbursement pursuant to this Agreement except for the Total Grant Award expressly set forth above. Any and all future decisions to budget for or expend monies to support this reimbursement agreement are subject to the sole discretion of the NSAQMD Board and, therefore, this Agreement creates no right or entitlement to any future reimbursement whatsoever. NSAQMD shall have no obligation whatsoever to budget or expend monies for the purpose of fully funding this reimbursement agreement nor to use any funds other than Carl Moyer grant funds for the purpose of funding this Agreement.

Any and all obligations or commitments to reimburse Participant under this Agreement shall expire as of the earlier of (a) **December 31, 2020** or (b) termination of the Agreement pursuant to Paragraph 9, below; and that this Agreement may be terminated whether or not Participant has received its full reimbursement for the Total Grant Award. Therefore, Participant further understands, acknowledges, and agrees that this Agreement may terminate before full reimbursement for the Total Grant Award may be made.

The amount to be paid to Participant under this Agreement shall include all sales and use taxes incurred pursuant to this Agreement, if any, including any such taxes due on equipment purchased by Participant.

B. Surplus Funds: Any part or all of a payment by NSAQMD to Participant, which is not utilized for any reason by Participant to pay costs pursuant to the terms and conditions of this Agreement or as detailed in a claim by Participant, shall be refunded to NSAQMD within 30 days after the end of the project term defined in Paragraph 2 above.

C. Close-out Period: All final claims for repayment shall be submitted by Participant to NSAQMD within sixty (60) days following the final month of activities for which payment is claimed. No action will be taken by NSAQMD on claims submitted beyond the 60-day close-out period.

D. Repossession: If for any reason the lien holder of the new equipment is required to repossess said equipment, the Participant shall be liable for the repayment of the Total Grant Award to the NSAQMD and agrees to reimburse the NSAQMD the full amount of the Total Grant Award as specified herein within 30 days of such repossession of said equipment.

7. NON-ALLOCATION OF FUNDS

The terms of this Agreement and the services to be provided there under are contingent on the approval and appropriation of funds by the NSAQMD, the State of California and the federal government. NSAQMD upon giving **seven (7) calendar days written notice** to Participant, shall have the right to terminate its obligations under this Agreement if the NSAQMD, the Federal Government or the State of California, as the case may be, does not appropriate funds sufficient to discharge NSAQMD's obligations coming due under this Agreement.

8. INDEPENDENT PARTICIPANT

In performance of the work, duties, and obligations assumed by Participant under this Agreement, it is mutually understood and agreed that Participant, including any and all of Participant's officers, agents, and employees, will at all times be acting and performing as an independent Participant and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of NSAQMD. Furthermore, except for requirements specifically stated in this Agreement, NSAQMD shall have no right to control, supervise or direct the manner or method by which Participant shall perform its work and function. However, NSAQMD shall retain the right to administer this Agreement so as to verify that Participant is performing its obligations in accordance with the terms and conditions thereof. Participant and NSAQMD shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent Participant, Participant shall have absolutely no right to employment rights and benefits available to NSAQMD employees. Participant shall be solely liable and responsible for providing to, or on behalf of, itself all legally required employee benefits. In addition, Participant shall be solely responsible and hold NSAQMD harmless from all matters relating to payment of Participant's employees, including compliance with social security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Participant may be providing services to others unrelated to NSAQMD or to this Agreement.

9. TERMINATION

A. Breach of Agreement: NSAQMD may immediately suspend or terminate this Agreement, in whole or in part, for any of the following reasons:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete report submitted to NSAQMD;
4. Improperly performed services; or
5. Participant breaches any requirements of the Carl Moyer Program Guidelines (April 27, 2017) and applicable Carl Moyer Program Advisories.

In no event shall any payment by NSAQMD constitute a waiver by NSAQMD, the ARB or their designee(s) of any breach of this Agreement or any default which may then exist on the part of Participant, nor shall such payment impair or prejudice any remedy available to NSAQMD, the ARB or their designee(s) with respect to the breach or default. NSAQMD, the ARB or their designee(s) shall have the right to demand of Participant the repayment to NSAQMD of any funds disbursed to Participant under this Agreement which in the judgment of NSAQMD, the ARB or their designee(s) were not expended in accordance with the terms of this Agreement. Participant shall promptly refund any such funds upon demand.

In addition to immediate suspension or termination, NSAQMD, the ARB or their designee(s) may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

B. Without Cause: Either party may terminate this Agreement at any time after giving the other party at least thirty (30) days advance written notice of intention to terminate. Upon such termination, all the work, if any, produced by Participant shall be promptly delivered to NSAQMD. Additional terms and conditions may apply in the event of termination by the Participant, as identified in Paragraph 27.C of this Agreement.

10. MODIFICATION

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without in any way affecting the remainder.

11. NON-ASSIGNMENT

Neither party shall assign, transfer, or subcontract this Agreement, nor their rights or duties under this Agreement, without the prior express, written consent of the other party.

12. INDEMNIFICATION

Participant agrees to indemnify, save, hold harmless, and at NSAQMD's request, defend NSAQMD, its boards, committees, representatives, officers, agents, and employees from and against any and all costs and expenses (including reasonable

attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in contract, tort, or strict liability, including, but not limited to, personal injury, death, and property damage) occurring or resulting to NSAQMD which arises from any negligent or wrongful acts or omissions of Participant, its officers, agents, subcontractors, or employees in their performance of this Agreement.

In addition, by signing this agreement, Participant affirms that the project proposed in Exhibit A to this Grant Agreement has not been funded and is not being considered for funding by another air district, ARB, or any other public agency. Any applicant who is found to have submitted multiple applications for the same project may be banned by the ARB from submitting future applications to Carl Moyer Program solicitations and may be subject to criminal sanctions. A project funded cooperatively by multiple air districts is eligible for funding if the project parameters are coordinated amongst the participating districts and the project meets all applicable Carl Moyer Program criteria. Applicants are allowed to re-apply for project funding if a previous application has been rejected and is no longer being considered for funding or if the applicant withdraws the previous application from the other funding source.

13. INSURANCE

A. Without limiting NSAQMD's right to obtain indemnification from Participant or any third parties, Participant, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement:

Commercial general liability insurance with minimum limits of coverage in the amount of one million dollars (\$1,000,000) per occurrence;

Commercial automobile liability insurance which covers bodily injury and property damage with a combined single limit with minimum limits of coverage in the amount of one million dollars (\$1,000,000) per occurrence; and,

Workers' compensation insurance in accordance with California law. In the event Participant is exempt from the requirement of maintaining workers compensation insurance, Participant shall provide to the District satisfactory evidence of such exemption.

B. Prior to finalizing this Agreement, Participant shall provide certifications of insurance on the foregoing policies, as required herein, to NSAQMD, stating that such insurance coverages have been obtained and are in full force. The Participant's general commercial liability insurance policy, worker's compensation policy, and automotive general liability shall endorse/name the NSAQMD, its officers, agents, employees, individually and collectively, as additional insured, but only insofar as the engine(s)/equipment provided under this Agreement. Such coverage for additional insured shall apply as primary insurance, and any other insurance maintained by NSAQMD, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under Participant's policies herein. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to NSAQMD.

C. In the event Participant fails to keep in effect at all times insurance coverage as herein provided, NSAQMD may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

14. AUDITS AND INSPECTIONS

Participant shall at any time during regular business hours, and as often as NSAQMD, the ARB or their designee(s) may deem necessary, make available to and permit NSAQMD, the ARB or their designee(s) to inspect and audit all of the Participant's engine(s)/equipment and/or records necessary to determine Participant's compliance with the terms of this Agreement.

Participant shall be subject to an audit by NSAQMD, the ARB or their designee(s) to determine if the revenues received by Participant were spent for the reduction of pollution as provided in this Agreement and to determine whether said funds were utilized as provided by law and this Agreement. If, after audit, NSAQMD, the ARB or their designee(s) makes a determination that funds provided to the Participant pursuant to this Agreement were not spent in conformance with this Agreement or any other applicable provisions of law, Participant agrees to immediately reimburse NSAQMD all funds determined to have been expended not in conformance with this Agreement.

Participant shall retain all records and data for activities performed under this Agreement for at least five (5) years from the date of final payment under this Agreement or until all state and federal audits are completed for that fiscal year, whichever is later.

The Participant understands and agrees that the ARB has the authority and reserves the right to monitor and enforce the terms of the contract at any time during the project life to ensure emission reductions are obtained for a minimum of 75 percent operation within California. The NSAQMD, the ARB or their designee(s) may seek whatever legal, equitable and other remedies are available under State law for the owner's failure to comply with the Carl Moyer Program requirements and failure to fully perform under the grant agreement.

15. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement are as follows:

PARTICIPANT

Tim H. Beals
Sierra County Public Works
P.O. Box 98
Downieville, CA 95936-

NSAQMD

Gretchen Bennitt
Air Pollution Control Officer
Northern Sierra Air Quality Management District
200 Litton Drive, Suite 320
Grass Valley, CA 95945

Any and all notices between NSAQMD and Participant provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when

personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepared, addressed to such party.

16. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office.

17. LOBBYING PROHIBITED

None of the funds provided under this Agreement shall be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation before the Congress of the United States of America or the Legislature of the State of California.

18. CONFLICT OF INTEREST

No officer, employee, or agent of NSAQMD who exercises any function or responsibility for planning and carrying out the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. Participant shall comply with all federal and state conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of NSAQMD.

19. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of California. Venue for any action arising out of this Agreement shall only be in Nevada County, California.

20. BINDING ON SUCCESSORS

This Agreement, including all covenants and conditions contained herein, shall be binding upon and inure to the benefit of the parties, including their respective successors-in-interest, assigns, and legal representatives.

21. TIME IS OF THE ESSENCE

It is understood that for Participant's performance under this Agreement, time is of the essence. The parties reasonably anticipate that Participant will, to the reasonable satisfaction of NSAQMD, complete all activities provided herein within the time schedule outlined in the attachments to this Agreement, provided that Participant is not caused unreasonable delay in such performance.

22. DATA OWNERSHIP

Upon termination or expiration of this Agreement, all data which is received, collected, produced, or developed by Participant under this Agreement shall become the exclusive property of NSAQMD, provided, however, Participant shall be allowed to retain a copy of any non-confidential data received, collected, produced, or developed by Participant

under this Agreement, subject to NSAQMD's exclusive ownership rights stated herein. Accordingly, Participant shall, if requested, surrender to NSAQMD all such data which is in its possession (including its subcontractors or agents), without any reservation of right or title, not otherwise enumerated herein. NSAQMD shall have the right at reasonable times during the term of this Agreement to inspect and reproduce any data received, collected, produced, or developed by Participant under this Agreement. No reports, professional papers, information, inventions, improvements, discoveries, or data obtained, prepared, assembled, or developed by Participant, pursuant to this Agreement, shall be released or made available (except to NSAQMD) without prior, express written approval of NSAQMD while this Agreement is in force.

23. NO THIRD-PARTY BENEFICIARIES

Notwithstanding anything else stated to the contrary herein, it is understood that Participant's services and activities under this Agreement are being rendered only for the benefit of NSAQMD, and no other person, firm, corporation, or entity shall be deemed an intended third-party beneficiary of this Agreement.

24. SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

25. TITLE TO EQUIPMENT

Title to and risk of loss of equipment purchased with funds received through this Agreement shall, at all times, vest in and with Participant. Participant acknowledges that NSAQMD did not supply, design or manufacture the equipment or any of its components. This equipment is commercially manufactured and sold by a manufacturer to be determined by Participant. NSAQMD specifically disclaims all warranties, express and implied, including the implied warranties of merchantability and fitness for the intended purpose, as to the purchased equipment, any test equipment or field tests. In no event shall NSAQMD be liable to Participant or any third party for any direct, indirect, consequential, special, incidental, or punitive damages for the design, manufacture, operation, maintenance, performance, or demonstration of the purchased equipment under any theory, including but not limited to, tort, contract, breach of warranty, or strict liability.

26. RIGHTS TO EMISSION REDUCTIONS

With the exception of early compliance credits authorized by State statute or regulations written by the California Air Resources Board, Participant transfers and conveys to NSAQMD all rights and claim to ownership of the emission reductions achieved through the project funded by this Agreement. Participant shall not use or attempt to use the emission reductions achieved by the project as emission reduction credits. Participant hereby fully and completely relinquishes such rights for the useful life of the project as specified in Exhibit A.

27. SPECIAL CONDITIONS

A. Agreement Completion: The entire proposed project must be completed according to the schedule presented in Exhibit A, Statement of Grant Obligations. The NSAQMD, at its discretion, may instead elect to modify the said schedule unless such an extension is not possible as a result of regulatory requirements.

B. Disposal of Replaced Equipment: Participant will be removing from service the existing engine(s)/equipment as outlined in Exhibit A.

C. Termination: Participant may terminate its obligation to operate the low emissions equipment funded under this Agreement for good cause provided that Participant shall reimburse the NSAQMD based on the repayment equation specified in Paragraph 4 (“Performance”) of this Agreement. Notice of termination shall be provided in writing and shall be effective upon completion of the terms of this Paragraph. Such notice shall terminate Participant’s obligation under Paragraphs 1 (Project) and 2 (Period of Performance / Timetable) of this Agreement.

D. Replacement, Sale, Relocation or Damage to Engine(s)/Equipment:

1. Replacement: If for any reason, the new engine(s)/equipment is (are) rendered inoperable during the life of this Agreement, the Participant shall notify the NSAQMD of this fact in writing within 15 days and begin working with the NSAQMD to promptly complete one of the two options listed below:

(a) Participant shall replace the engine(s)/equipment with an engine(s)/equipment that has (have) equal or lesser air emissions, as determined by the NSAQMD. Once the replacement engine(s)/equipment is (are) determined, the NSAQMD will amend the Agreement to specify the replacement engine(s)/equipment. The amendment will also extend the life of the Agreement to account for the time that the engine(s)/equipment was (were) out of service and unable to meet the original Agreement performance obligations. In the event that such an amendment is not possible as a result of regulatory requirements, this Agreement’s performance requirements shall be addressed by the Participant repaying the NSAQMD a portion of the grant amount based on the repayment equation specified in Paragraph 4 (“Performance”) of this Agreement.

(b) If the Participant elects not to replace the inoperable engine(s)/equipment with an engine(s)/equipment that has (have) greater air emissions, as determined by the NSAQMD, then the Participant shall repay the NSAQMD based on the repayment equation specified in Paragraph 4 (“Performance”) of this Agreement.

2. Sale: If for any reason, the new engine(s)/equipment is (are) to be sold by the Participant during the life of this Agreement, the Participant shall notify the NSAQMD of this fact in writing 15 days prior to listing or otherwise preparing for the sale of the engine(s)/equipment and begin working with the NSAQMD to promptly complete one of the following two available options:

(a) Participant shall make compliance with this Agreement a written condition of the sale and a new Agreement between the NSAQMD and the new owner must be finalized as part of the final sale. Sale of the engine(s)/equipment can only occur within Nevada, Sierra or Plumas counties. Copies of all forms pertaining to the sale of the engine(s)/equipment shall be provided to the NSAQMD within 30 days of the sale and the forms shall refer to the existence of this Agreement and the new Agreement in the space provided for Warranties / Appurtenances / Limitations / Exceptions.

(b) If the Participant elects to sell the engine(s)/equipment without the completion of the grant Agreement obligations or the engine(s)/equipment is sold outside of Nevada, Sierra or Plumas counties, the Participant shall repay the NSAQMD based on the repayment equation specified in Paragraph 4 ("Performance") of this Agreement.

3. Relocation: If for any reason during the life of this Agreement the Participant wants to relocate outside of Nevada, Sierra or Plumas counties and continue to use the new engine(s)/equipment inside California, Participant shall notify the NSAQMD of the specifics of the relocation in writing 15 days prior to the relocation and begin working with the NSAQMD to determine the possibility of modifying the Grant Agreement. If relocation occurs outside of California, Participant shall repay the NSAQMD based on the repayment equation specified in Paragraph 4 ("Performance") of this Agreement.

4. Damage: If for any reason, the new engine(s)/equipment is (are) damaged but repairable during the life of this Agreement, the Participant shall notify the NSAQMD of this fact in writing within 15 days and begin working with the NSAQMD to promptly complete one of the two options listed below:

(a) Participant shall have the damaged engine(s)/equipment repaired by an agent that is authorized by the manufacturer to complete the repairs. Use of an unauthorized agent for the engine(s)/equipment repair shall constitute a breach of this Agreement. Depending on the needed repair time, the NSAQMD will determine if an amendment to the Agreement is needed to extend the life of the Agreement to account for the time that the engine(s)/equipment will be out of service and unable to meet the original Agreement performance obligations. In the event that such an amendment is not possible as a result of regulatory requirements, this Agreement's performance requirements shall be addressed by the Participant repaying the NSAQMD a portion of the grant amount based on the repayment equation specified in Paragraph 4 ("Performance") of this Agreement.

(b) If the Participant elects not to have the damaged engine(s)/equipment repaired, then the Participant shall repay the NSAQMD based on the repayment equation specified in Paragraph 4 ("Performance") of this Agreement.

28. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between Participant and NSAQMD with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written. Electronic signatures are acceptable. Contract will be finalized upon receipt of wet signature of Participant in District office.

Approved: _____ Date: _____
Tim H. Beals, Dir. Of Transportation
Grantee

Approved: _____ Date: _____
Northern Sierra Air Quality Management District
Peter Huebner, Chair

Approved: _____ Date: _____
Northern Sierra Air Quality Management District
Gretchen Bennitt
Air Pollution Control Officer

EXHIBIT A

STATEMENT OF GRANT OBLIGATIONS

General

The NSAQMD promotes voluntary diesel engine emission reduction programs under cooperative agreements with eligible applicants to reduce public exposure to ozone precursors and toxic diesel particulate matter. The objective of this Grant Agreement is to reduce these air pollution emissions from this off-road piece of equipment in the Participant's fleet by replacing the existing equipment with newer equipment. The equipment is based in Sierra County. This project's cost effectiveness is less than the Carl Moyer Program cost effectiveness limit as defined in the most current version of the Carl Moyer Guidelines (Moyer Guidelines).

Project Description

	Existing Equipment	New or Replacement Equipment
Type	Wheel Loader	Wheel Loader
Make / Model	Hough / H65C	Caterpillar / 920 14A
VIN / Year	03688 / 1974	/ 2020
	Existing Engine	New or Replacement Engine
Make / Model	International Hough, DT 414	Perkins, C3.6
Serial # / Year	R11612 / 1988	/ 2020
Fuel / HP	Diesel / 158 hp	Diesel / 123 hp
Hours of Op.	550 hrs/yr	550 hrs/yr (+/- 30%)
Family		LPKXL03.6FX1
Eng. Cert.	Uncontrolled	Tier 4 Final

Final Disposition of Existing Equipment

The State of California intends that the existing engine(s)/equipment shall be permanently prevented from polluting the air in any location in any manner. Therefore, the engine(s)/equipment shall be rendered permanently inoperable before the Total Grant Award is disbursed by the Air District. The Air District shall do a Final Post Inspection on the existing equipment to ensure that it has been properly rendered permanently inoperable. Typically, that would entail, at a minimum, a hole punched in the engine block and a section of the equipment frame (or some other equivalent structure) permanently removed from the existing equipment.

Total Grant Award

The Total Grant Award for this project shall not exceed **\$108,108.00**.

Matching Funds

Costs incurred in excess of the Total Grant Award for the project will be the responsibility of the Participant and shall constitute their matching and/or in-kind contribution for the project.

Term of Agreement

1. For the purposes of this Agreement, the term of the Grant Agreement life is defined herein to be **Five (5)** years from the date of the final post inspection (To be filled in once final post inspection occurs. **Date:**).
2. Installation Deadline: Project shall be completed as soon as possible but must be completed before **December 31, 2020**.
3. No work may begin until contract is fully executed.

EXHIBIT B
ANNUAL GRANT STATUS REPORT FORMAT

Participant shall submit the “Annual Engine/Equipment Usage Report” form below to the NSAQMD for each new low emission engine/equipment funded under this Agreement. The first report is due one year from the day of the NSAQMD post-inspection. The report form will be provided to the NSAQMD annually for the life of the Grant Agreement. The purpose of this report form is to provide the NSAQMD with feedback as to Participant’s experience with the new low emissions equipment and to provide a record of the actual usage versus the usage identified in the Participant’s grant application. The report shall include the following items:

1. Name and address of Participant;
2. Project Agreement number;
3. Make and model of equipment purchased;
4. Usage information for the new equipment:
 - Hours of use of the new equipment over the past 12 months; or
 - Estimated fuel use with the new equipment over the past 12 months;
5. Discussion of any repairs, problems, or benefits with the equipment.

Northern Sierra Air Quality Management District
Exhibit B-1a: Annual Engine Usage Report
(Agreement#: CARL MOYER 2020-07)

INSTRUCTIONS: Complete this Annual Engine Usage Report every year on the anniversary date of the project's post inspection for the life of the Grant Agreement. The report shall be sent to the NSAQMD within 2 weeks of the post inspection anniversary date.

SECTION 1: GRANTEE INFORMATION

Company/Grantee Name: Sierra County Public Works / Tim H. Beals

Company/Grantee Address: Sierra County Public Works / P.O. Box 98, Downieville, CA 95936-

Company/Grantee Phone Number: (530) 289-3201

Date: _____

SECTION 2: ENGINE INFORMATION: Please verify the information below and complete any missing Information. **Failure to complete information may lead to an immediate engine inspection and audit.**

1. Location of Equipment /Engine Identified Below: _____

New Equipment: Caterpillar 920 14A; VIN: _____

2. Model Year, Make, Model and Family Number of new equipment engine:

New Engine: 2020 Perkins C3.6 Family: LPKXL03.6FX1

Grant Agreement Usage: 550 hours/yr (+/- 30%)

3. Engine Serial #: _____.

4. Power Rating: : 123 HP

5. Fuel Type: Diesel

SECTION 3: ANNUAL USAGE INFORMATION: Provide the following Engine Usage Information:

1. Report Start Date: _____ (MM/DD/YY)

2. Report End Date: _____ (MM/DD/YY)

3. Percent of Time Operated in California: _____

4. Engine Use within the period stated above (complete all that apply):

_____ hours

_____ gallons

_____ N/A _____ miles

5. Has the fleet mod functioned effectively over this period _____

(Yes/No; if No, please attach description of issue(s) & steps taken to resolve issue(s).

Signature _____

Date _____

Mail to: NSAQMD, 200 Litton Dr., Suite 320, Grass Valley, CA 95945 **Email to:** office@myairdistrict.com

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

MEETING DATE: October 6, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Public Works and Transportation
APPROVING PARTY: Tim H. Beals, Director
PHONE NUMBER: 530-289-3201

AGENDA ITEM: Discussion and direction on Community Resource Center Payments from PG&E for use of County Facilities in Alleghany and Downieville during Public Safety Power Shut-off events.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: The County has approved and entered into License Agreements with P.G. & E. for use of the Alleghany Public Services Building and the Downieville Community Hall for use as Community Resource Centers during Public Service Power Shutoff Events. There is also a License Agreement approved for use of the Nevada Street Parking area in Downieville. The License Agreements for the two public buildings include a use fee of \$500/day. This discussion will center on the potential uses of these funds including the concept of transferring the funds to special districts or non-profits for reinvestment in the respective community for specified public purposes.

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

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

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

 CLERK TO THE BOARD _____
 DATE

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

MEETING DATE: October 6, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
---	---

DEPARTMENT: PLANNING
APPROVING PARTY: Tim H. Beals, Director
PHONE NUMBER: 530-289-3251

AGENDA ITEM: Request and schedule a Public Hearing to determine if an Agricultural Preserve should be established at the Sattley 89 Ranch (APN 013-070-007) based on the application by Jill Curran for a Williamson Act contract.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: A 14 day Public Notice period is required for consideration of formation of an Agricultural Preserve. Based on the application requirements and notification period we are requesting that a Public Hearing be scheduled on Tuesday, November 17, 2020.

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

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

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

CLERK TO THE BOARD

DATE

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

MEETING DATE: April 7, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Margaret Long
APPROVING PARTY: Personnel Director
PHONE NUMBER: 530-289-2879

AGENDA ITEM: Conference with labor negotiators pursuant to Government Code section 54957.6, Margaret Long Negotiator, all bargaining units.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION:

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

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

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

CLERK TO THE BOARD

DATE

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

MEETING DATE: October 6, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Auditor APPROVING PARTY: Van A. Maddox PHONE NUMBER: 530-289-3286
--

AGENDA ITEM: Approval of leave greater than 30 days for an employee.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Personnel Action Form

BACKGROUND INFORMATION: The Auditor's Office has an employee that would like to visit home/family in the Philippines, to make a trip this long the employee would like to be gone from work just over two months. A Department Head has authority under the county code to approve unpaid leave up to 30 days. Unpaid leave over 30 days must be approved by the Board of Supervisors. The employee has less than 30 days leave on the county books so Board approval is required. This is being set before the Board now in case any travel plans need to be adjusted depending on the Board's approval.

FUNDING SOURCE: General Fund
GENERAL FUND IMPACT: General Fund Impact
OTHER FUND:
AMOUNT: \$small savings N/A

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

SPACE BELOW FOR CLERK'S USE

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

CLERK TO THE BOARD _____
DATE



COUNTY OF SIERRA
PERSONNEL ACTION FORM

Effective Date: 11/27/20
Department: Auditor's Office
Employee ID: E3463

Name: Casantusan Rizelle
Updated Employee Contact Information: PO Box 483, Downieville, CA 95936
Home Phone, Cell Phone, Personal Email Address

Appointment, Merit Increase, Promotion, End of Probation, Longevity, COLA, Reclassification, Suspension, Termination, Resigned, Demotion, Status Change, Retirement, Other

M.O.U.

Table with Present Classification (Account Tech III, Class 15, Step C) and Proposed Classification columns. Includes salary fields for hourly and monthly rates.

New Hire: Previously or presently a Public Employee's Retirement System Member?
Employer Name, Time Period (when), Employee Name, if different:
Estimated Date of Longevities: 5 years - 10 years - 15 years - 20 years -

Explanation of Personnel Action:
Extended leave of absence due to travel out of the country starting November 27, 2020 returning to work on or before February 1, 2021.

Employee's Signature: [Signature] Date: 09-30-2020
Department Head's Signature: [Signature] Date: 9-30-20
Personnel Review: [Signature] Date: 9-30-2020
Auditing Review: [Signature] Date:

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

MEETING DATE: October 6, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
DEPARTMENT: Public Works and Transportation	
APPROVING PARTY: Tim H. Beals, Director	
PHONE NUMBER: 530-289-3201	

AGENDA ITEM: Resolution approving Grant Agreement between the Carpet America Recover Effort's (CARE) California Carpet Stewardship Program and Sierra County in the amount of \$15,000.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Resolution 2020-081

BACKGROUND INFORMATION: The Board of Supervisors authorized an application to the CARES Program which has been approved. The Mini Grant will allow for the construction of a concrete pad on which the carpet and mattress recycling containers will be placed, which will be an improvement to the Loyalton Transfer Station. The carpet recycling program works much like the mattress recycling in that a container is provided and the CARE program swaps out the trailer when full.

FUNDING SOURCE: CARES Program
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: Solid Waste 041
AMOUNT: \$15,000 N/A

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

SPACE BELOW FOR CLERK'S USE

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

CLERK TO THE BOARD _____ DATE _____

STATE OF CALIFORNIA, COUNTY OF SIERRA, BOARD OF SUPERVISORS

RESOLUTION AUTHORIZING APPLICATION FOR
CYCLE 2M MICRO GRANT FOR CARPET COLLECTION
AND REUSE THROUGH THE
CALIFORNIA CARPET STEWARDSHIP PROGRAM

RESOLUTION 2020-081

BE IT RESOLVED as follows:

- 1: The Sierra County Board of Supervisors authorizes the Director of Public Works and Transportation to submit APPLICATION CYCLE 2M MICRO GRANT FOR COLLECTION/REUSE through the California Carpet Stewardship Program and this authorization is effective for five (5) years from the date of adoption of this resolution.; and,
2. The Director of Public Works and Transportation, or his/her designee, is hereby authorized and empowered to execute all documents, including, but not limited to, applications, annual reports including expenditure reports and amendments necessary to secure said payments to support the carpet collection program; and,
3. The County Auditor is hereby authorized to make the following budget changes to the 2020-2021 Final Budget:

Increase Revenues Cycle 2M Micro Grant \$15,000

Increase Expenditures Construct Concrete Pad \$15,000

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

AYES: Supervisor Adams, Huebner, Roen, Dryden, and Beard
NOES: None
ABSENT: None
ABSTAIN: None

COUNTY OF SIERRA



JAMES BEARD, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:



HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:



DAVID PRENTICE
COUNTY COUNSEL

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**IN THE MATTER OF APPROVING GRANT AGREEMENT
WITH THE CARPET AMERICA RECOVERY EFFORT'S
CALIFORNIA CARPET STEWARDSHIP PROGRAM**

RESOLUTION 2020-_____

1. The grant agreement between the Carpet America Recover Effort's (CARE) California Carpet Stewardship Program and Sierra County is hereby approved.
2. Tim H. Beals, Director of Transportation, is hereby authorized to execute the grant agreement on behalf of the County, and take any actions necessary for the purpose of administering referenced grant.

ADOPTED by the Board of Supervisors of the County of Sierra on the 6th day of October, 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

GRANT AGREEMENT COVER SHEET

CARE 100 (Revised 02/17)

		GRANT NUMBER CCSP-3M20-005	
NAME OF GRANT PROGRAM 2020-21 Micro Grant for Collections/Reuse			
GRANTEE NAME Sierra County			
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER EIN		TOTAL GRANT AMOUNT NOT TO EXCEED \$15,000	
TERM OF GRANT AGREEMENT FROM: NTP		TO: July 1, 2021	

The Carpet America Recovery Effort's (CARE) California Carpet Stewardship Program and Sierra County (the "Grantee"), in mutual consideration of the promises made herein, agree to comply with the provisions of this Agreement, which consists of this Grant Agreement Cover Sheet and the following Exhibits, which are incorporated by this reference and made a part of this Agreement as if attached hereto:

- Exhibit A – Terms and Conditions
- Exhibit B – Procedures and Requirements
- Exhibit C – Application with revisions, if any, and any amendments

This Agreement is of no force or effect until it is fully executed by all parties shown in the space below. Grantee shall not commence performance until it receives a written Notice to Proceed from CARE.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CARE California Carpet Stewardship Program		GRANTEE'S NAME (PRINT OR TYPE)	
SIGNATURE OF CARE'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Executive Director, CARE	DATE	TITLE	DATE
		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) Address	
CARE GRANT REPRESENTATIVE (GRANT MANAGER): Abbie Beane, Grant Manager CA Carpet Stewardship Program, CARE		GRANTEE GRANT REPRESENTATIVE (Person appointed by grantee as the point of contact vested with signature authority authorized to work with CARE on all grant related issues):	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$15,000			
FISCAL YEAR/PROGRAM 2020-21 Micro Grant			
FUND TITLE Cycle 3M			
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>			
SIGNATURE OF CARE BUDGET OFFICE:			DATE

POUNDS OF RECYCLED MATERIAL USED IN PROCESSING/MANUFACTURING

Capital Improvements Grant Program Fiscal Year 2020-21

Directions: Each section of this document must have a response. Utilizing a document form other than the CARE version or tampering with the CARE version will subject the applicant to disqualification from the Capital Improvements Program.

The grantee shall list annual pounds of materials currently being landfilled, used for ADC, used for waste to energy, used for carpet as alternative fuel, or incinerated, that will instead be diverted as feedstock for this project once the project is up and running. GHG reductions are also important to this grant program; pounds diverted from landfills are directly related to GHG reductions and all projects must show a measurable increase in pounds diverted. Indicate the type of feedstock and projected annual pounds diverted for this project through 2023, and the total grant dollar amount per total pounds spent over this time period. Also enter the number of CA jobs created annually.

Applicant Name: Applicant Name

Process	Feedstock Type*	2020	2021	2022	2023	Total	Grant \$ Per Total Lbs Diverted
Direct product manufacture	carpet types used	#lbs	#lbs	#lbs	#lbs	total lbs 2020-23	grant \$/total lbs diverted
Other processes	carpet types used	#lbs	#lbs	#lbs	#lbs	total lbs 2020-23	grant \$/total lbs diverted
CA job creation		# jobs	# jobs	# jobs	# jobs	total jobs 2020-23	

*Feedstock types/quantities and CA job creation expected must match the descriptions in the *Narrative Proposal*.

EXHIBIT A
TERMS AND CONDITIONS

CARE Micro Grant Program for Collection/Reuse
Cycle 3 (2020/21)

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- “CARE” means Carpet America Recovery Effort.
- “CalRecycle” means the Department of Resources Recycling and Recovery.
- “Grant Agreement” and “Agreement” means all documents comprising the agreement between CARE and the Grantee for this Grant, as noted in Paragraph 34 below (Order of Precedence).
- “Grant Manager” means the CARE staff person responsible for monitoring the grant.
- “Grant Representative” is the person appointed by Grantee as the point of contact vested with signature authority authorized to work with CARE on all grant-related issues, as noted in Paragraph 6 below (Authorized Representative).
- “Grant Term” shall mean the period running from the effective date of this Agreement, as provided in Paragraph 19, below (Effective Date) through July 1, 2021, as set forth in the Procedures and Requirements.
- “Grantee” means the recipient of funds pursuant to this Agreement.
- “Parties” means both CARE and Grantee.
- “PCC” means California-generated post-consumer carpet.
- “Program” means the [_____Micro Grants for Collection/Reuse_____] Grant Program.
- “State” means the State of California, including, but not limited to, CalRecycle and its designated officer.

(1) ADMINISTRATIVE CITATIONS

The Grantee shall not be in violation of any order, non-compliance order or any other administrative citation issued from any federal or state agency authorized to regulate PCC processing, or from any federal or state agency that regulates environmental, fire, water, air pollution or employee health and safety. Grantee agrees to notify CARE promptly if any such notice of violation, administrative citation or action arises during the Grant Term and is not resolved within thirty (30) days.

(2) AMENDMENT; MERGER

No amendment or revision of any terms or provisions of this Grant Agreement shall be valid unless made in writing, signed by both Parties.

(3) AMERICANS WITH DISABILITIES ACT

The Grantee acknowledges that it will comply with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.* ("ADA"), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

(4) ASSIGNMENT, SUCCESSORS, AND ASSIGNS

(a) This Agreement may not be assigned by the Grantee, either in whole or in part, without CARE's prior written consent.

(b) The provisions of this Agreement shall be binding upon and inure to the benefit of CARE, the Grantee, and their respective successors and assigns.

(5) AUDIT; RECORDS ACCESS

The Grantee agrees that CARE, or any of CARE's designated representatives shall have the right to inspect Grantee's facilities during reasonable business hours, and review and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or Grant Term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the designated representatives access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. In addition, the Grantee agrees to allow the above parties to audit records and interview staff in any contract or subcontract related to the performance of this Agreement.

(6) AUTHORIZED REPRESENTATIVE

The Grantee shall continuously maintain a Grant Representative and point of contact vested with signature authority authorized to work with CARE on all grant-related issues. The Grantee shall, at all times, keep the Grant Manager informed as to the identity and contact information of the Grant Representative.

(7) AVAILABILITY OF FUNDS

CARE's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this Program and grant.

(8) BANKRUPTCY/DECLARATION OF FISCAL EMERGENCY NOTIFICATION

If the Grantee files for protection under any Chapter of the Bankruptcy Code (U.S.C., Title 11), the Grantee shall notify CARE within 15 days of such filing or declaration, pursuant to the procedures set forth in the section entitled "Communications" herein.

(9) CHARTER CITIES

If the Grantee is a charter city, a joint powers authority that includes one or more charter cities, or the regional lead for a regional program containing one or more charter cities, the Grantee shall not receive any grant funding if such funding is prohibited by Labor Code section 1782. If it is determined that Labor Code section 1782 prohibits funding for the grant project, this Agreement will be terminated and any disbursed grant funds shall be returned to CARE.

(10) COMMUNICATIONS

All communications from the Grantee to CARE shall be directed to the Grant Manager, and all communications from CARE to the Grantee shall be directed to the Grant Representative. All notices, including reports and payment requests required by this Agreement shall be given in writing by email to the Grant Manager, as identified in the Procedures and Requirements (Exhibit B). If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the email.

(11) COMPLIANCE

The Grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The Grantee shall provide evidence, upon request, that all applicable local, state, and federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The Grantee shall maintain compliance with such requirements throughout the Grant Term. The Grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. The Grantee shall ensure that all of its contractors and subcontractors have all local, state, and federal permits, licenses, registrations, certifications, and approvals required to perform the work for which they are hired. Any deviation from the requirements of this section shall result in non-payment of grant funds.

(12) CONFLICT OF INTEREST

(a) CARE. CARE, and its Technical Committee, officers and staff shall abide by all CARE policies regarding conflicts of interest. The CARE Technical Committee shall avoid both actual conflicts of interest and the appearance of conflicts of interest with any Grantee. No member of the CARE Technical Committee shall have a financial interest in any Grantee, unless such interest is legally authorized. CARE Technical Committee members shall not participate in the discussion, deliberation or vote on a matter before the Committee, or in any way attempt to use his or her official position to influence a decision of the Committee, if he or she has a prohibited interest with respect to the Grantee.

(b) State Employees. CARE's Grant program may be reviewed on occasion by CalRecycle. As a result, the Grantee should be aware of the following provisions related to the hiring and employment of current or former state employees. If the Grantee has any questions on the status of any person rendering services or involved with this Agreement, Grantee shall contact CalRecycle or the relevant State agency immediately for clarification.

(1) Current State Employees. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment. In addition, no officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services. (See Pub. Contract Code § 10410.)

(2) Former State Employees. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state

agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving state service. (See Pub. Contract Code § 10411).

(3) If the Grantee violates any provision of the above paragraphs, such action by the Grantee may render this Agreement void. (See Pub. Contract Code, § 10420).

(13) CONTRACTORS; SUBCONTRACTORS

The Grantee shall be entitled to expend grant funds to pay for contractors and subcontractors, provided that the use of grant funds for such contractors or subcontractors shall be consistent with this Agreement, including the Grantee's Application, Budget and Work Plan. Any use of contractors or subcontractors that is not in accordance with the Grantee's Application, Budget or Work Plan must be agreed to in writing by CARE. The Grantee shall notify the Grant Manager immediately upon termination of any such contract or subcontract.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between CARE and any contractors or subcontractors of Grantee, and no agreement with contractors or subcontractors shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to CARE for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from CARE's obligation to make payments to the Grantee. As a result, CARE shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

(14) CORPORATION QUALIFIED TO DO BUSINESS IN CALIFORNIA

If Grantee is a corporation, the corporation shall be in good standing in its state of incorporation and be qualified to do business in the State of California by filing the appropriate documents and registrations with the California Secretary of State.

(15) DISCHARGE OF GRANT OBLIGATIONS

The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by CARE. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to CARE.

(16) DISCLAIMER OF WARRANTY

CARE makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services or products purchased, used, obtained or produced with funds awarded under this Agreement, whether such materials, equipment, services or products are purchased, used, obtained or produced alone or in combination with other materials, equipment, services or products. No CARE employees or agents have any right or authority to make any other representation, warranty or promise with respect to any materials, equipment, services or products, purchased, used, obtained, or produced with grant funds. In no event shall CARE be liable for direct, special, incidental or consequential damages arising from the use, sale or distribution of any materials, equipment, services or products purchased or produced with grant funds awarded under this Agreement.

(17) DISCRETIONARY TERMINATION

CARE shall have the right to immediately terminate this Agreement at CARE's sole discretion and for any reason. Within thirty (30) days of receipt of such written notice, the Grantee shall be required to:

- (a) Submit a final written report describing all work performed by the Grantee.
- (b) Submit an accounting of all grant funds expended up to and including the date of termination.
- (c) Reimburse CARE for any unspent grant funds.

(18) DISPUTES

In the event of a dispute regarding performance under this Agreement or interpretation of requirements contained therein, the Grantee may, in addition to any other remedies that may be available, provide written notice of the particulars of such dispute to CARE's Grant Manager for further review by the Technical Committee for Program grants: CA Carpet Stewardship Program c/o Abbie Beane – Grants Manager, P.O. Box 641129, Los Angeles, CA 90064 or abeane@carpetrecovery.org. Such written notice and appeal must contain the grant number. Unless otherwise instructed by the Grant Manager, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

(19) EFFECTIVE DATE

This Agreement shall only be effective beginning on the date that both Parties have executed the Grant Agreement Coversheet.

(20) ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments and documents incorporated by reference, contains the entire agreement of the Parties.

(21) ENVIRONMENTAL JUSTICE

In the performance of this Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state.

(22) FAILURE TO PERFORM AS REQUIRED BY THIS AGREEMENT

CARE will benefit from the Grantee's full compliance with the terms of this Agreement only by the Grantee's (a) investigation or application of technologies, processes, products, and devices which support the collection, reduction, reuse, recycling and remanufacturing of PCC materials originating within California; and (b) compliance with statutes and regulations applicable to the diversion of PCC materials from California landfills (including but not limited to Pub. Res. Code § 42970 *et seq.*, and 14 Cal. Code Reg. § 18940 *et seq.*).

Therefore, the Grantee shall be in compliance with this Agreement only if the work it performs results in the measurable, substantiated and verified increase in the collection and recycling and/or reuse of California-generated PCC material at the grantee's facility and in California as a whole. If the Grant Manager determines that the Grantee has not complied with the Grant Agreement, the Grant Manager may withhold

Grantee's right to reimbursement of any grant funds not already paid by CARE, including but not limited to any retention retained by CARE during the Grant Term.

(23) FORCE MAJEURE

Neither CARE nor the Grantee shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, major weather event (such as regional flooding or wildfire), accident, labor strike, explosion, riot, war, rebellion, sabotage or other contingency unforeseen by CARE or the Grantee and beyond the reasonable control of such Party.

(24) FORFEITURE AND REPAYMENT OF GRANT FUNDS IMPROPERLY EXPENDED

If grant funds are not expended in accordance with this Agreement, or if real or personal property acquired with grant funds is not used for grant purposes in accordance with this Agreement, CARE, in its sole discretion, may take appropriate action at law or in equity, including requiring the Grantee to forfeit any unexpended portion of grant funds (including but not limited to any retention), and to repay CARE for any grant funds improperly expended.

(25) GENERALLY ACCEPTED ACCOUNTING PRINCIPLES

The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

(26) GRANT MANAGER

The Grant Manager's responsibilities include (a) monitoring grant progress, and (b) reviewing and approving grant payment requests and other documents delivered to CARE pursuant to this Agreement. The Grant Manager may monitor Grantee performance to ensure that the Grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Manager does not have authority to approve any deviation from or revision to these Terms and Conditions or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.

(27) GRANTEE ACCOUNTABILITY

The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to CARE, the Grantee is responsible for repayment of the funds to CARE.

(28) GRANTEE'S NAME CHANGE

A written amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, CARE will process the amendment. If any grant payment request is presented with a new name, payment cannot be made prior to approval of the amendment authorizing such change.

(29) INDEMNIFICATION

The Grantee agrees to indemnify, defend and hold harmless CARE and CARE's officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the

Grantee as a result of the performance of this Agreement or as a result of the expenditure of Program funds.

(30) NATIONAL LABOR RELATIONS BOARD CERTIFICATION

The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury that no finding of contempt of court by a federal court has been issued against the Grantee within the immediately preceding two-year period because of the Grantee's failure to comply with an order of a federal court which orders the Grantee to comply with an order of the National Labor Relations Board.

(31) NO AGENCY RELATIONSHIP CREATED; INDEPENDENT CAPACITY

The Grantee and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CARE. Grantee has no authority to bind or incur any obligation on behalf of CARE.

(32) NO WAIVER OF RIGHTS

CARE shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by the Executive Director of CARE. No delay or omission on the part of CARE in exercising any rights shall operate as a waiver of such right or any other right. A waiver by CARE of a provision of this Agreement shall not prejudice or constitute a waiver of CARE's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by CARE, nor any course of dealing between CARE and the Grantee, shall constitute a waiver of any of CARE's rights or of any of Grantee's subsequent obligations. Whenever the consent of CARE is required under this Agreement, the granting of such consent by CARE in any instance shall not constitute consent in subsequent instances where such consent is required. In all cases, consent may be granted or withheld at the sole discretion of CARE.

(33) NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow the harassment of any employee or applicant for employment. (See Gov. Code § 12900 *et seq.*)

(34) ORDER OF PRECEDENCE

The performance of this grant shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Project Summary, Work Plan, and Budget of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto. All documents listed or referenced below are hereby incorporated herein as part of this Agreement by this reference, as such documents may be validly amended from time to time. In the event of conflict or inconsistency between the documents and provisions that constitute this Agreement, the following order of precedence shall apply:

- (a) Grant Agreement Coversheet, and any amendments
- (b) Terms and Conditions (Exhibit A)
- (c) Procedures and Requirements (Exhibit B)
- (d) Budget
- (e) Work Plan

- (f) Grantee's Application
- (g) All other attachments, including any that are incorporated by reference.

(35) OWNERSHIP OF DRAWINGS, PLANS, AND SPECIFICATIONS; COPYRIGHTS

Grantee retains title to any copyrights or copyrightable material produced pursuant to this Agreement. Notwithstanding the above, Grantee hereby grants to CARE a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CARE's behalf. Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to CARE pursuant to this section. The Grantee shall, at the request of CARE, provide CARE with copies of any data, drawings, design plans, specifications, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations, and memoranda of every description or any part thereof, prepared in connection with this Agreement or through the expenditure of Program funds.

If any of Grantee's materials constitute trade secrets or confidential information, such materials should be clearly designated as such. For materials that are not confidential or trade secrets, or that are not labeled as confidential or trade secrets, Grantee grants to CARE a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all such materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CARE's behalf.

(36) PAYMENT

(a) The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan. CARE shall reimburse the Grantee for only the work and tasks specified in the Work Plan or the Grantee's Application at only those costs specified in the Budget and incurred during the Grant Term.

(b) The Grantee shall perform the work described in the Work Plan or in Grantee's Application in accordance with the approved Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, CARE, at CARE's sole discretion, may refuse to provide funds to pay for such work or costs.

(c) The Grantee shall request grant distributions in accordance with the procedures described in the Procedures and Requirements.

(d) Payment will be made to the Grantee or, in CARE's reasonable discretion, to a lender, vendor or other such third party to which Grant funds may be owed.

(e) Reimbursable expenses shall not be incurred unless they have been specified in the approved grant application.

(f) Reimbursable expenses shall not be incurred unless and until the Grantee receives a Notice to Proceed as described in the Procedures and Requirements (Exhibit B).

(37) PERSONAL JURISDICTION

The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the Parties. If Grantee is part of a Native American Tribe, Grantee expressly waives tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the Parties.

(38) PERSONNEL COSTS

If personnel costs constitute an eligible use of grant funds pursuant to the Procedures and Requirements, any personnel costs to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for his or her regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in the Procedures and Requirements.

(39) REAL AND PERSONAL PROPERTY ACQUIRED WITH GRANT FUNDS

(a) CARE will not reimburse the Grantee for the acquisition of any products purchased prior to the issuance of grant funds or prior to the commencement of the Grant Term, unless the acquisition of such products with grant funds is pre-approved in writing by the Grant Manager.

(40) REASONABLE COSTS

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consideration will be given to:

(a) Whether the cost is of a type generally recognized as ordinary and necessary for the performance of the grant.

(b) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and the Terms and Conditions of this Agreement.

(c) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, clients, and the public at large.

(d) Significant deviations from the established practices of the organization which may unjustifiably increase the grant costs.

CARE reserves the right to seek repayment of grant funds expended on unreasonable costs.

(41) RECYCLED-CONTENT PAPER

All documents submitted by the Grantee must be printed double-sided on recycled-content paper containing 100 percent post-consumer fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.

(42) REDUCTION OF POST-CONSUMER CARPET

As a condition of final payment under this Agreement, the Grantee must provide documentation substantiating the source of PCC materials used during the performance of this Agreement to the Grant Manager.

(43) REDUCTION OF WASTE

In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are diverted consistent with the California waste hierarchy, giving preference to energy recovery. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

(44) REIMBURSEMENT LIMITATIONS

Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another grant funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements.

All costs charged against the Agreement shall be net of all applicable credits. The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. Grantee shall deduct the amount of the credit from the amount billed as reimbursement for the cost, or deduct the amount of the credit from the total billed under a future invoice.

(45) REMEDIES

Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

(46) SELF-DEALING AND ARM'S LENGTH TRANSACTIONS

All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both Parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

(47) SEVERABILITY

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

(48) SITE ACCESS

The Grantee shall allow CARE, or any of CARE's designated representatives the right to inspect Grantee's facilities during reasonable business hours, and to access sites at which

grant funds are expended and related work is being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.

(49) STOP PAYMENT NOTICE

CARE may immediately discontinue payment under this Agreement, immediately upon receipt of a written notice from the Grant Manager, where such notice is based on the Grant Manager's reasonable belief that grant funds are being improperly expended.

(50) TERMINATION FOR CAUSE

CARE may terminate this Agreement and be relieved of making any subsequent payments to Grantee, should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. Termination pursuant to this section may result in forfeiture by the Grantee of any funds retained pursuant to CARE's 10 percent retention policy.

(51) TIME IS OF THE ESSENCE

Time is of the essence to this Agreement.

(52) TOLLING OF STATUTE OF LIMITATIONS

The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to CARE as the result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the Grantee to CARE.

(53) UNRELIABLE LIST

Prior to authorizing any contractor or subcontractor to commence work under this Grant, the Grantee shall submit to CARE a Reliable Contractor Declaration from the contractor or subcontractor, signed under penalty of perjury, disclosing whether or any of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor or subcontractor within the preceding three (3) years. If a contractor is placed on CARE's Unreliable List after award of this Grant, the Grantee may be required to terminate that contract.

(54) VENUE; CHOICE OF LAW

(a) All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the Parties hereunder shall be held in the Superior Court of Sacramento County, California. The Parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

(b) The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the Parties hereunder.

(55) WAIVER OF CLAIMS AND RECOURSE AGAINST CARE

The Grantee agrees to waive all claims and recourse against CARE, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any

activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

(56) WORK PRODUCTS

Grantee shall provide CARE with copies of all final products identified in the Work Plan. Grantee shall also provide CARE with copies of all public education and advertising material, if any, produced pursuant to this Agreement.

(57) WORKERS' COMPENSATION; LABOR CODE

The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

EXHIBIT B PROCEDURES AND REQUIREMENTS

MICRO GRANT PROGRAM FOR COLLECTION/REUSE Cycle 3M (2020/21)

Copies of these Procedures and Requirements should be shared with BOTH the Finance Department AND the staff responsible for implementing the grant activities.

INTRODUCTION

The Micro Grant Program for Collection/Reuse is administered through the Carpet America Recovery Effort (CARE) California Carpet Stewardship Program. These Procedures and Requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and closeout procedures, records and audit requirements.

This document is attached to, and incorporated by reference, into the Grant Agreement.

MILESTONES (For competitive grants)

NTP Date:	Grant Term on date indicated on the Notice to Proceed (NTP)
Quarterly	Progress Report Due
06/01/21	All Expenditures Finalized
6/21/21	Final Report and Final Payment Request Due
7/01/21	Grant Term End

No extensions will be granted for submittal of Final Report and Final Payment Request. Failure to submit the Final Report and Final Payment Request with appropriate documentation by June 21, 2021 may result in rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

PRIOR TO COMMENCING WORK

Prior to commencing work under this grant, the grantee's Grant Manager or primary contact and authorized grant Signature Authority should review the Terms and Conditions (Exhibit A) and the Procedures and Requirements (Exhibit B) to identify key grant administrative requirements. Evaluation of the grantee's compliance with these requirements is a major focus of grant audits.

Photo Requirement

Prior to commencing work or incurring costs, the grantee is required to submit to the Grant Manager at least one pre-construction digital photograph of the project site. The grantee is also required to submit post-construction photos as well as a photograph of each piece of purchased equipment within a vendor bid document that CARE will provide.

Reliable Contractor Declaration

Prior to authorizing any contractor or subcontractor to commence work under this Grant, the Grantee shall submit to CARE a Reliable Contractor Declaration from the contractor or subcontractor, signed under penalty of perjury, disclosing whether any of the events listed in Declaration has occurred with respect to the contractor or subcontractor within the preceding three (3) years. If a contractor is placed on CARE's Unreliable List after award of this Grant, the Grantee may be required to terminate that contract.

Project Update Requirement

Prior to commencing work or incurring costs, the Grant Manger must approve in writing any proposed changes to the project as compared to the one identified in the grantee's Grant Application. If approved, the grantee must submit a new, updated and complete Recycling Targets Form, and Business Licenses Checklist, if applicable.

(For competitive grant programs)

GRANT TERM

The Grant Term begins on the date indicated in the Notice to Proceed. The Grant Term ends on July 1, 2021. June 21, 2021 is the date the Final Report and Final Payment Request are due to CARE. CARE may request reporting on project impacts for up to three years after the close of the Grant Term.

Grant-eligible program expenditures may start no earlier than the date indicated in the Notice to Proceed. Eligible program costs must be incurred no later than June 1, 2021.

Costs incurred to prepare the Final Report and Final Payment Request are only eligible for reimbursement during the Grant Term.

PROJECT REQUIREMENTS

- Projects must document improvements in collection and reuse.
- Project(s) must be completed by July 1, 2021, to ensure full reimbursement.
- Application must specify, itemize and quantify additional PCC pounds collected for diversion or diverted directly via recycling, remanufacturing, reuse or other strategies as a result of the project.
- All grant applicants must verify that all pounds collected or reused are 100% California-generated PCC.

ELIGIBLE COSTS

All grant expenditures must be for activities, products and costs specifically included in the approved Work Plan and approved Budget. Eligible costs must be incurred, services provided and goods received after receiving a NTP and before the end of the Grant Term.

Any proposed revision(s) to the Work Plan and/or Budget must be submitted in writing and reviewed and pre-approved in writing by the Grant Manager, CARE Executive Director, and potentially the CARE Sustainable Plan Committee prior to the grantee incurring the proposed expenditure. This revision request must include a reason for the proposed change and a new, updated and complete Recycling Targets Form, and Business Licenses Checklist, if applicable. The approval document should be retained by the grantee for audit purposes. See Audit/Record Access section of the Terms and Conditions (Exhibit A).

Eligible costs are limited to the following:

- Equipment/infrastructure for implementation of new or improvement to existing collection and reuse activities that increase collection and/or reuse.
- Minor improvements to existing collections or reuse facilities. (Examples include but are not limited to: trailer ramps or stairs, awnings or coverings to stage PCC and keep PCC clean/dry, water-tight cargo containers or bins, cement pads to stage PCC and keep PCC clean/dry).
- Multiple pieces of equipment or other infrastructure may be combined into a single application.
- Program education and outreach materials. Costs in this category must not exceed 20% of the total project budget, and materials must include the CARE California logo.

INELIGIBLE COSTS

Any costs not specifically included in the approved Budget; not directly related to establishment of, or improvement to, collection and/or reuse activities; and not within the approved grant project, are ineligible for reimbursement. Contact the Grant Manager if clarification is needed. Ineligible costs include, but are not limited to:

- Costs incurred prior to the date of the NTP letter or after the end of the Grant Term.
- Costs associated with incineration, energy recovery processes (Carpet as Alternative Fuel, kiln or waste-to-energy) and landfilling.
- Purchase of offsets.
- Administrative costs, overhead and salaries.
- Excessive tax and shipping on products.
- Products installed outside the State of California.
- Costs deemed unreasonable by CARE or unrelated to the grant project.

ACKNOWLEDGEMENTS: The grantee shall acknowledge CARE's California Carpet Stewardship Program support each time projects funded, in whole or in part, by this Agreement are publicized in any medium, including news media, brochures, blogs or other types of promotional materials. The acknowledgement of CARE's support must incorporate the CARE California program logo. Initials or abbreviations for CARE's California Carpet Stewardship Program shall not be used. The Grant Manager may approve deviation from this requirement on a case-by-case basis where such deviation is consistent with CARE's Communication Strategy and Outreach Plan.

REPORTING REQUIREMENTS

One progress report and a Final Report are required by this Agreement; however, the Grant Manager may request a Progress Report at any time during the Grant Term. All reports must be e-mailed to the Grant Manager, who will send out the reporting documents one month before the reporting document deadline.

The reports must be current, include all required sections and documents, and must be approved by the Grant Manager before any Payment Request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and may result in the termination of this Agreement or rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Manager.

PROGRESS REPORT

The grantee must submit a **Progress Report on a quarterly basis**. The **grant manager will send the form 3 weeks in advance of the due date**. The report may include the following, covering the previous quarter:

- How funds have been used to date.
- A description of work completed according to categories outlined in the work plan. How will the grantee complete delayed tasks to make up the lost time?
- What have been some of the project challenges and how have they been overcome?
- A report on the success of installing equipment and/or infrastructure to establish or improve collection and/or reuse.
- Quantities of additional California-generated post-consumer carpet collected for recycling and/or reused as a result of grant funding. Amount of California-generated post-consumer carpet collected for recycling and/or reused as a percentage of all California-generated post-consumer carpet collected. Did this percentage increase as a result of grant funding?
- Conservation measures met to date, such as MTCO_{2e} avoided and other waste diversion achieved.
- Impact by material type.
- Project photos.
- Work to be conducted during the subsequent grant reporting period and any adjustments to the work plan.

- List any changes to all permits, licenses, certifications, contracts or filings relevant to the grant work.

The Progress Report must be submitted even if no work has started on the Project.

FINAL REPORT

The Final Report is due **June 21, 2021**. This report should cover grant activities **from NTP through June 1, 2021**. The following items may be included: The Grant Number, Grantee's name and Grant Term.

- A breakdown of the budget: How have funds been allocated?
- How have milestones been met according to the original work plan?
- What challenges did the project encounter and how were they overcome?
- Conservation measures met to date, such as MTCO_{2e} avoided and other waste diversion achieved.
- A report on the success of installing equipment and/or infrastructure to establish or improve collection and/or reuse.
- Quantities of additional California-generated post-consumer carpet collected for recycling and/or reused as a result of grant funding. Amount of California-generated post-consumer carpet collected for recycling and/or reused as a percentage of all California-generated post-consumer carpet collected. Did this percentage increase as a result of grant funding?
- Impact by material type.
- Project photos.
- Does the grantee anticipate project impacts beyond the Grant Term, and if so, what are the impacts in terms of scope and scale? Please quantify in terms of pounds of PCC diverted via recycling and reuse as a result of grant funding, tons of greenhouse gas emissions avoided, California jobs created, etc.

GRANT PAYMENT INFORMATION

1. Payment to the grantee for eligible grant expenses is made on a reimbursement basis only and for only those materials and services specified in the approved grant application. CARE reserves the right to reimburse vendors or lenders directly on a case-by-case basis. Pertinent documentation may include invoices, receipts, purchase orders with proof of payment, expenditure itemization summary, proof that multiple vendors were solicited during expenditure bidding processes.
2. Reimbursement may be requested only two times during the Grant Term. In conjunction with submission of the progress report and in conjunction with the Final Report. CARE will consider "special payment requests" made outside of the two reporting periods.
3. The grantee must submit the required Progress Report/Final Report, and the Grant Manager must approve the reports prior to, or concurrent with, submission of the Grant Payment Request.
4. The grantee must submit a completed Grant Payment Request and provide supporting documentation as described in the "Payment Request and Documentation" section for completed project(s) only.

5. Grant payments will be made only to the grantee. It is the grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. CARE will make payments to the grantee as promptly as fiscal procedures permit. The grantee can typically expect payment approximately 45 days from the date a Grant Payment Request is approved by the Grant Manager.
7. The grantee must provide a Reliable Contractor Declaration signed under penalty of perjury by the grantee's contractor(s) and subcontractor(s) in accordance with the "Unreliable List" provision of the Terms and Conditions (Exhibit A). This form may be requested from the Grant Manager. The Declaration must be received and approved by the Grant Manager prior to commencement of work. See "Unreliable List" provision in Terms and Conditions (Exhibit A) for more information.
8. Grantees should understand that all reports are subject to review by the CARE Executive Director and/or the Sustainable Plan Committee (SPC) before payments occur.
9. It is the grantee's responsibility to pay all product manufacturers, suppliers/vendors, contractors and subcontractors for services and/or materials purchased.

PAYMENT REQUEST AND DOCUMENTATION

Payment requests must be submitted by e-mail to the Grant Manager. The Grant Manager will send out payment request forms one month before the payment request and documentation deadline. Supporting documentation requested will be:

- A. Acceptable cost documentation must include at least one of the following: Invoices, receipts or purchase orders containing the product manufacturer, supplier/vendor, and/or contractor name, phone number, address, purchase amount, date and description of goods/services; **and**
- B. Acceptable proof of payment must include at least one of the following: Invoice(s) marked as paid; receipts; and accounting reports if they contain check number, date, product manufacturer, supplier/vendor, and/or contractor name and amount; and copies of cancelled check(s).
- C. The Grant Manager may request weight tags proving CA-generated PCC pounds collected and/or reused. If funding is used for existing program improvements, the grantee must also submit weight tags for CA-generated PCC pounds collected and/or reused before grant funding was implemented.

Post-construction, no less than three digital and color photographs, of the Project site(s) showing the completed Project with signage. Bids from at least three vendors or sole source justification and a photograph of the piece of equipment selected.

AUDIT CONSIDERATIONS

The grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of three (3) years after final payment date or Grant Term end date, whichever is later. A longer period of records retention may be stipulated in order to complete any action and/or resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later.

Examples of audit documentation include, but are not limited to, expenditure ledger, payroll register entries, time sheets, expenditure itemization summary form, proof of payments, purchase orders, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks and check registers. Please refer to the Terms and Conditions (Exhibit A) for more information.

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

MEETING DATE: October 6, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
DEPARTMENT: Planning APPROVING PARTY: Tim H. Beals, Director PHONE NUMBER: 530-289-3251	

AGENDA ITEM: Agreement for Indemnification and Reimbursement for Extraordinary Costs with Applicants and Landowners Scott Steinwert and Laurie Halliday for a Zone Variance at 506 Main Street, Downieville, APN 003-050-006-0.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION:

FUNDING SOURCE: Applicants

GENERAL FUND IMPACT: No General Fund Impact

OTHER FUND:

AMOUNT: \$ N/A

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input 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

Scott Steinwert & Louie Hild ("APPLICANT") and Sierra ("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: Zone variance - remodel at 506 Main St Downsville ("the Project") (APN) 003-050-000-0

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 9-21, 2020.

APPLICANT

[Signature]
(Signature)
Scott Steinwert
(Type or print name)

COUNTY

James Beard, Chair
Sierra County Board of Supervisors

LANDOWNER

[Signature]
(Signature)

APPROVED AS TO FORM:

David Prentice
County Counsel

Scott Steinwert
(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.)

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:

With a copy to:

LANDOWNER:

D.2 SUPPLEMENTAL TERMS.

none

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

MEETING DATE: October 6, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT:	Planning Department
APPROVING PARTY:	Tim H. Beals, Director
PHONE NUMBER:	530-289-3251

AGENDA ITEM: Agreement for Indemnification and Reimbursement for Extraordinary Costs with James Commendatore, Homeowner and Applicant, consideration for Conditional Use Permit to live in a travel trailer during construction on 150 Amodei Ranch Road, Sierraville, while future home is being constructed, Assessor's Parcel Number 013-110-129-0.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION:

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

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

CLERK TO THE BOARD _____ DATE _____

**AGREEMENT FOR INDEMNIFICATION AND
REIMBURSEMENT FOR EXTRAORDINARY COSTS**

("The Agreement")

SHADED AREAS FOR OFFICE USE ONLY

James A Commendatore ("APPLICANT") and James A Commendatore ("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: temporary living in trailer on 150 Amodei Ranch Rd Sierraville CA while home under construction ("the Project") (APN) 013-110-129-0

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 9/10/2020, 2020.

APPLICANT



(Signature)
James A Commendatore

(Type or print name)

LANDOWNER



(Signature)

James A Commendatore

(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.

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.)

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.

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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.

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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.

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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.

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

MEETING DATE: October 6, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Behavioral Health APPROVING PARTY: Lea Salas, Administrative Director PHONE NUMBER: (530) 993-6746

AGENDA ITEM: Professional Services Agreement between Sierra County Child Abuse Council and Sierra County Behavioral Health to conduct the Nurturing Parenting Program through Mental Health Services Act Prevention/Early Intervention funding

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: 5671
AMOUNT: \$31,500.00 Annually

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <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: September 11, 2020

Date of Board Meeting: October 6, 2020

Requested Action:

Professional Services Agreement between Sierra County Child Abuse Council and Sierra County Behavioral Health to conduct the Nurturing Parenting Program through Mental Health Services Act Prevention/Early Intervention funding.

Mandated by:

MHSA Prevention and Early Intervention programs are mandated by Title 9, Section 3706 (authority cited: Section 5486, WIC, reference; Sections 5840, 5847, and 5848, WIC – Uncodified Sections 2 and 3 of Proposition 63, the Mental Health Services Act), 3710 (authority cited: Section 5846, WIC, reference Section 5840), and 3720 (authority cited: Section 5846, WIC, reference Section 5840).

Funding:

MHSA Prevention/Early Intervention

Budgeted? Yes No

Revenue	\$31,500	MHSA Prevention/Early Intervention Component
Expenses	\$31,500	MHSA Prevention/Early Intervention Component
Difference	0	

Background Information:

During the MHSA Community Planning Process, stakeholders identified a gap of providing supportive services to build stronger and healthier family units. Stakeholders were of the belief that by providing parenting and family strengthening programs, other issues identified as concerns in the survey would be addressed. Stakeholders voiced emotional literacy modeled and learned in a healthy family unit as a first step in reducing immersing mental health issues.

The Nurturing Parenting Program (an evidence based program) was identified by partners as the program to be used county-wide. Nurturing Parenting provides levels of prevention allowing for community based, universal strategies and programs. The Family Resource Center, operating under the Sierra County Child Abuse Council, has been identified as the most effective non-profit organization (501c3) to contract with. Family Resource Center employees and others have been trained to implement the Nurturing Parenting Program with fidelity.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: The alternative action with disapproval would necessitate Behavioral Health to contract with a less appropriate non-profit organization (501c3) to implement the program.

**AGREEMENT FOR
PROFESSIONAL
SERVICES**

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and SIERRA COUNTY CHILD ABUSE COUNCIL (the "CONTRACTOR")

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date: July 1, 2020

Termination Date: June 30, 2021

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A".

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions. The HIPAA Business Associates Agreement, Attachment E is incorporated by this reference.

7. DESIGNATED REPRESENTATIVES.

The Administrative Director of Behavioral Health is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Tammy Muldoon is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E – Business Associate Agreement
- Attachment F - Required Documentation Tools

9. AGREEMENT DATE. The Agreement Date is July 1, 2020

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

"COUNTY"

"CONTRACTOR"

COUNTY OF SIERRA

By _____
JIM BEARD, CHAIRMAN
SIERRA COUNTY BOARD OF SUPERVISORS

TAMMY MULDOON, DIRECTOR
SIERRA COUNTY CHILD ABUSE COUNCIL

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

DAVID PRENTICE
County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

MHSA PARENTING PROGRAM (MHSA Prevention/Early Intervention)

The MHSA Parenting Program is intended to provide families with skills that will enhance and strengthen the family unit. The evidence based, SAMHSA approved Nurturing Parenting Program will be used to conduct parenting classes either in a one-on-one or group setting. It is designed to evaluate and assess family stability and dynamics.

CONTRACTOR will increase stakeholder agencies/organizations knowledge of the MHSA Parenting Program and ultimately increase the number of referrals to the Nurturing Parenting Program.

CONTRACTOR will provide outreach and engagement activities to increase community awareness and engage families in the Nurturing Parenting classes.

CONTRACTOR will meet with families to evaluate strengths and weakness and find a match within the components of the Nurturing Parenting Program using the Adult-Adolescent Parenting Inventory. Once the family has been matched to an appropriate module the CONTRACTOR will implement the components of the module through in-home, site based, or group settings. This will occur on a weekly basis until the module has been successfully completed as determined by the post-evaluation process.

CONTRACTOR will use the Nurturing Skills Competency Scale to evaluation outcomes and will provide to the COUNTY the pre and post evaluation results along with all of the required MHSA Prevention and Early Intervention data requirements. CONTRACTOR will also be responsible for updating the Nurturing Parenting data base with client information and outcomes and will supply reporting from the data base to the COUNTY for review on a monthly basis.

CONTRACTOR will use the following to assist in providing the scope of services and duties:

MHSA Parenting Program	
Goal: Build stronger and healthier family units by reducing mental health risk-factors such as but not limited to: serious chronic medical condition, adverse childhood experiences, experience of severe trauma, ongoing stress, exposure to drugs or toxins including in the womb, poverty, family conflict or domestic violence, experiences of racism and social inequality, prolonged isolation, traumatic loss (e.g. complicated, multiple, prolonged, sever), having a previous mental illness, a previous suicide attempt, or having a family member with a serious mental illness (Title 9, Section 3720 (c)(1)).	
Prevention Program	
Objective 1 – Increase stakeholder knowledge of Nurturing Parenting Program	
Strategies	
Activities	Collaborative Stakeholders
1. Create collaborative partners through meetings, presentations, phone calls. 2. Distribute Referral forms. 3. Educate about reduction of risk factors for Mental Illness through the use of Nurturing Parenting.	Stakeholders such as, but not limited to,; SARB Schools Day Cares Children & Family Services Behavioral Health Probation Juvenile justice Drug Court
Outcome Measures/Tools	
Presentation Materials Utilized Presentation Sign-in Roster	

Stakeholder Contact Log Number of potential stakeholder generated referrals Number of referrals received from stakeholders	
Objective 2 - Outreach & engagement of Behavioral Health Services and Nurturing Parenting Program	
Strategies	
Activities	Target Population
Activities to build trust with parents and promote NP Kindness Curriculum Promote community based NP classes Pre-Post Kindness Curriculum evaluation PHQ-9	Parents of children 0-18
Outcome Measures/Tools WIC section 5891, subdivision (a), and CCR, Title 9, section 3410	
Activities Conducted Log Sign-In Roster of participants Children age groups of participating parents log Referrals to appropriate behavioral health Services Presentation and media materials utilized Required MHSA Demographics Targeted age group activities are associated with	
Objective 3 – Nurturing Parenting (NP) Classes	
Activities	Number
One-on-one or community based Nurturing Parenting (NP) Classes	Up to 4 families
Outcome Measures/Tools WIC section 5891, subdivision (a), and CCR, Title 9, section 3410	
Duration of illness tool Tracking mechanism for referrals to NP Tracking mechanism for referrals to Behavioral Health and wellness providers Pre-Post NP evaluation Required MHSA Demographic PHQ-9	
Objective 4 – Homeless Information System Management (HMIS)	
Activities	Target Population
Maintain HMIS seat by: <ul style="list-style-type: none"> Entering data when applicable Participate in appropriate training by the NorCal Continuum of Care 	Families with children 0-18 at risk of homelessness or who are experiencing homelessness
Outcomes Related to Maintaining HMIS Seat	
<ul style="list-style-type: none"> Maintain anonymity around families affected by homelessness Promote whole family health and future housing funding Utilize data to apply for future funding 	

CONTRACTOR will submit an invoice to COUNTY monthly with corresponding objective activity outcomes listed above, as well as, a time study showing time spent facilitating the MHSA Parenting Program.

The COUNTY will reimburse CONTRACTOR upon approval of invoice with attached documentation.

A.2. TIME SERVICES RENDERED.

Work will begin immediately upon execution of this Agreement by the COUNTY. Thereafter, CONTRACTOR shall perform services in a diligent and timely manner.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY.

The COUNTY shall be available for guidance to the CONTRACTOR as needed.

ATTACHMENT C

ADDITIONAL PROVISIONS

1. The CONTRACTOR and the COUNTY shall meet quarterly to evaluate progress and performance relating to desired outcomes within the three objectives contained in the MHSA Parenting Program Scope of Work **(A.1)**.
2. CONTRACTOR shall not supplant any Federal, State or County funds intended for the purposes of this Agreement with any funds made available under this Agreement. Contractor shall not claim reimbursement from County for, or apply sums received from County with respect of that portion of its obligations which have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining State funds under any State program or County funds under any County programs without prior written approval of Administrator.
3. Contractor shall complete a Cost Report within thirty (30) days after the termination of this agreement which shall be the final financial and statistical report submitted by Contractor to Administrator.
4. CONTRACTOR agrees to maintain all records pertaining to service delivery and fiscal and administrative control for three (3) years after final payment has been made. Upon request, the CONTRACTOR shall make these records available within to the authorized county, state and federal personnel.
5. CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this contract report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165(k). Each employee, volunteer, consultant, subcontractor or agent must sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and will comply with the provisions of the code section.
6. Persons who serve on a multi-disciplinary team will conform to all applicable county procedures and state and federal law regarding the disclosure of information relevant to the services provided to any person(s) under the terms of this Agreement.

ATTACHMENT D GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8 The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

- D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of Two Million Dollars (\$2,000,000) per occurrence and with not less than Five Million Dollars (\$5,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.
- D.5.1.2** During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than Two Million Dollars (\$2,000,000) per incident and Five Million Dollars (\$5,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).
- D.5.1.3** Comprehensive automobile liability insurance with minimum coverage of One Hundred Thousand Dollars (\$100,000) per occurrence and with not less than One Hundred Thousand Dollars (\$100,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.
- D.5.1.4** Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

County of Sierra
Auditor/Risk-Manager
P.O. Drawer 425
Downieville, CA 95936

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors.

D.7 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.8 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.9 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.10 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.13 TERMINATION. COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1.1 CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed One Thousand Dollars (\$1,000). Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 **ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.19 **MINOR AUDITOR REVISION.** In the event the Sierra County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.20 **CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.21 **DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.22 **TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.24 **MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

Attachment D page 5 of 7

D.25 **COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.26 **OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.27 **PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.28 **VENUE.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Sierra, State of California.

D.29 **CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.30 **CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of the Agreement,

the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 LEGAL COMPLIANCE. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 ADVISEMENT. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written

notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36 **JOINT AND SEVERAL LIABILITY.** If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 **TAXPAYER I.D. NUMBER.** The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

D.38 **NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":
Sierra County Human Services
P.O. Box 265
Loyalton, CA 96118

With a copy to:
County Counsel
County of Sierra
Post Office Drawn D
Downieville, CA 95936

If to "CONTRACTOR":
Sierra County Child Abuse Council
P.O. Box 1016
Loyalton, CA 96118

SIERRA COUNTY

Business Associates Agreement

This Agreement is entered into this 1st day of July 2020 by and between the County of Sierra doing business by and through the Sierra County Department of Health and Human Services (collectively referred to herein as the "County" and Sierra County Child Abuse Council.(referred to herein as the "Business Associate")

Recitals

WHEREAS, County has heretofore or contemporaneously with the execution of this Agreement entered into an Agreement for Professional Services (the "Professional Services Agreement") whereby Business Associate provides certain services to County and its clients and citizens which involves the access and use of certain information pertaining to individuals which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-101 (referred to herein as "HIPAA") and the regulations adopted pursuant to the Act; and

WHEREAS, pursuant to the Professional Services Agreement County will make available and/or transfer to Business Associate, and/or Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the County; and

WHEREAS, such information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including without limitation, 45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 – 1320d-8] and the terms of this Agreement, or more stringent provisions of the law of the State of California.

NOW THEREFORE, In consideration of the obligations, benefits and compensation provided to Business Associate under the provisions of the Professional Services Agreement and in order to ensure that said Agreement remains valid and complies with HIPAA, the parties agree as follows:

1. As used herein and with reference to the obligations under HIPAA, Protected Health Information ("PHI") shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials of any nature or form, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall include but not be limited to individually identifiable information received from or on behalf of the County as more fully defined in 45 CFR § 164.501, and any amendments thereto.
2. County shall provide to Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.
3. Business Associate agrees that it shall not receive, create, use or disclose PHI except as follows:
 - a. (1) solely for meeting its obligations as set forth in the Professional Services Agreement and any other agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;
 - b. If necessary for the proper management and administration of Business Associate or to

carry out legal responsibilities of Business Associate, PHI may only be disclosed to another person/entity for such purposes if:

- Disclosure is required by law; or
 - Where Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
 - Person agrees to notify Business Associate of any breaches of confidentiality;
- c. To permit Business Associate to provide data aggregation services relating to the health care operations of the County.

4. Business Associate and County agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.

5. Business Associate will establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI.

6. Business Associate agrees that it shall immediately report to County any unauthorized uses/disclosures of which it becomes aware, and shall take all reasonable steps to mitigate the potentially harmful effects of such breach.

7. Business Associate hereby indemnifies County and agrees to hold County harmless from and against any and all losses, expense, damage or injury that County may sustain as a result of, or arising out of, Business Associate's or its agent's or subAgreementor's, unauthorized use or disclosure of PHI.

8. Business Associate shall carry comprehensive general liability insurance.

9. Business Associate shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents, and shall give prior notice to County of any subcontractors or agents who are to be given access to PHI.

10. Business Associate shall make all PHI and related information in its possession available as follows:

- a. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524 and any subsequent amendments to the regulations;
- b. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to account for disclosures of PHI in accordance with 45 CFR § 164.528 and any subsequent amendments to the regulations.

11. Business Associate shall make PHI available to County to fulfill County's obligation to amend PHI and related information in accordance with 45 CFR §164.526, and shall, as directed by County, incorporate any amendments or related statements into the information held by Business Associate and any subcontractors or agents.

12. Business Associate agrees to make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of County available to the U.S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the privacy regulations, and any amendments thereto.

13. Upon termination of this Agreement, Business Associate agrees, at the option of County, to return or destroy all PHI created or received from or on behalf of County. Business Associate agrees that it will not retain any copies of PHI except as required by law. If PHI is destroyed, Business Associate agrees to provide County with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, Business Associate agrees to extend the protections of this Agreement to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.

14. The PHI and any related information created or received from or on behalf of County is and shall remain the property of the County. Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.

15. Notwithstanding anything in this Agreement to the contrary, County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties if County determines that Business Associate has violated any material term of this Agreement. If County reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, County gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to County that it will no breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties. In the event of termination as described in this Paragraph, County shall have the right to contract for replacement service through another entity or provider, with Business Associate responsible for paying any difference in cost.

16. Notwithstanding any rights or remedies under this Agreement or provided by law, County retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Business Associate, any of its subcontractors or agents, or any third party who has received PHI from Business Associate.

17. This Agreement shall be binding on the parties and their successor, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

18. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.

19. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.

20. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To County: County of Sierra
Department of Health and Human Services
P.O. Box 1019
Loyalton, CA 96118

To Contractor: Sierra County Child Abuse Council
P.O. Box 1016
Loyalton, CA 96118

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

“COUNTY”

“CONTRACTOR”

COUNTY OF SIERRA

Jim Beard, Chair
Sierra County Board of Supervisors

Tammy Muldoon, Director

APPROVED AS TO FORM:

ATTEST:

Heather Foster
Clerk of the Board

David Prentice
County Counsel

PATIENT HEALTH QUESTIONNAIRE (PHQ-9)

NAME: _____

DATE: _____

Over the last 2 weeks, how often have you been bothered by any of the following problems?
(use "✓" to indicate your answer)

	Not at all	Several days	More than half the days	Nearly every day
1. Little interest or pleasure in doing things	0	1	2	3
2. Feeling down, depressed, or hopeless	0	1	2	3
3. Trouble falling or staying asleep, or sleeping too much	0	1	2	3
4. Feeling tired or having little energy	0	1	2	3
5. Poor appetite or overeating	0	1	2	3
6. Feeling bad about yourself—or that you are a failure or have let yourself or your family down	0	1	2	3
7. Trouble concentrating on things, such as reading the newspaper or watching television	0	1	2	3
8. Moving or speaking so slowly that other people could have noticed. Or the opposite — being so fidgety or restless that you have been moving around a lot more than usual	0	1	2	3
9. Thoughts that you would be better off dead, or of hurting yourself	0	1	2	3

add columns + +

(Healthcare professional: For interpretation of TOTAL, TOTAL:
please refer to accompanying scoring card).

<p>10. If you checked off any problems, how difficult have these problems made it for you to do your work, take care of things at home, or get along with other people?</p>	<p>Not difficult at all _____</p> <p>Somewhat difficult _____</p> <p>Very difficult _____</p> <p>Extremely difficult _____</p>
--	--

PEI Participant Survey

Your answers to the following questions will help us understand the diversity of who we are serving. The information on this form is confidential.

1. What is your age? _____ years

Prefer not to answer

2. What is your military status?

Never served in the military

Currently active duty

Currently reserve duty or National Guard

Previously served in the US military and received honorable or general discharge

Previously served in the US military and received entry-level separation or other than honorable discharge

Served in another country's military

Other: _____

Prefer not to answer

3. Do you have any disability? If yes, please select all that apply.

(A disability is defined as a physical or mental impairment or medical condition lasting at least six months that substantially limits a major life activity, which is not the result of a severe mental illness.)

No, I do not have any of these disabilities

Other mental disability not related to mental illness: _____

Difficulty seeing

Physical/mobility disability

Difficulty hearing or having speech understood

Chronic health condition/chronic pain

Other communication disability: _____

Other: _____

Learning disability

Developmental disability

Prefer not to answer

Dementia

4. What is your primary language?

American Sign Language

Hebrew

Mien

Turkish

Arabic

Hmong

Polish

Vietnamese

Armenian

Ilocano

Portuguese

Other Chinese Dialects

Cambodian

Italian

Russian

Other Non-English

Cantonese

Japanese

Samoan

Other Sign Language

English

Korean

Spanish

Other: _____

Farsi

Lao

Tagalog

Prefer not to answer

French

Mandarin

Thai

FOR OFFICE USE ONLY							
Participant ID: _____	Staff ID: _____	Date: _____					
County: _____	Other County Identifier: _____	Program: _____					
Program Type: (Check all that apply):	<input type="checkbox"/> PRP	<input type="checkbox"/> EIP	<input type="checkbox"/> ORP	<input type="checkbox"/> ALP	<input type="checkbox"/> TAP	<input type="checkbox"/> SDRP	<input type="checkbox"/> SPP
Service Strategy (check all that apply):	<input type="checkbox"/> ORS	<input type="checkbox"/> ALS	<input type="checkbox"/> TAS	<input type="checkbox"/> NSDS			

5. What is your race/ethnicity? Please select all that apply.

African/African American/Black

- African American
- African (specify): _____
- Other African/Black (specify): _____

Asian

- Asian Indian/South Asian
- Cambodian
- Chinese
- Filipino
- Hmong
- Japanese
- Korean
- Laotian
- Mien
- Vietnamese
- Other Asian (specify): _____

Pacific Islander

- Native Hawaiian
- Samoan
- Other Pacific Islander (specify): _____

American Indian/Alaskan Native

- American Indian (specify): _____

Hispanic/Latino

- Caribbean
- Central American
- Cuban
- Dominican
- Mexican/Mexican-American/Chicano
- Puerto Rican
- Salvadoran
- South American
- Other Hispanic/Latino (specify): _____

White/Caucasian

- Chaldean
- Eastern European
- European
- Iraqi
- Middle Eastern
- Other White/Caucasian (specify): _____

Other (specify): _____

Prefer not to answer

6. What is your gender identity? Select one that best describes you.

- Male
- Female
- Transgender male/trans man
- Transgender female/trans woman
- Genderqueer/gender non-conforming
- Questioning/unsure of gender identity
- Another gender identity: _____
- Prefer not to answer

7. What sex were you assigned on your original birth certificate?

- Male
- Female
- Other: _____
- Prefer not to answer

8. What is your sexual orientation? Select one that best describes you.

- Heterosexual or straight
- Gay or lesbian
- Bisexual/pansexual/sexually fluid
- Queer
- Questioning/unsure of sexual orientation
- Another sexual orientation: _____
- Prefer not to answer

FOR OFFICE USE ONLY

Participant ID: _____

Date: _____

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

MEETING DATE: October 6, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
---	---

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

AGENDA ITEM: Professional Services Agreement between Progress House, Inc. and Sierra County for Substance Use Disorder Services

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515670

GENERAL FUND IMPACT: No General Fund Impact

OTHER FUND: 5680

AMOUNT: \$40,500.00 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>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____ _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
---	---	---

COMMENTS:

CLERK TO THE BOARD

DATE

Memorandum

To: Sierra County Board of Supervisors

From: Lea Salas, Administrative Director of Behavioral Health

Reference: Agenda Item

Date of memo: September 16, 2020

Date of Board Meeting: October 6, 2020

Requested Action: Professional Services Agreement between Progress House, Inc. and Sierra County for Substance Use Disorder Services.

Mandated by:

Funding

Budgeted? Yes No

Revenue	\$40,500.00	Substance Abuse Prevention and Treatment (SAPT), Behavioral Health Realignment, Drug Medi-Cal
Expenses	\$40,500.00	Substance Abuse Prevention and Treatment (SAPT), Behavioral Health Realignment, Drug Medi-Cal
Difference	0	

Background Information: This agreement is a renewal from previous years. Progress House provides residential, recovery residence, and outpatient treatment for Sierra County residents that have substance use disorders and meet the criteria for this level of care. The maximum amount of this agreement has decreased \$10,000.00 from last year.

This year Sierra County will bill Drug Medi-Cal for those services that are eligible for this funding (ie: outpatient services and perinatal services).

Potential Issues to consider: None

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

**AGREEMENT FOR
PROFESSIONAL
SERVICES**

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and

PROGRESS HOUSE, INC.
"CONTRACTOR"

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date: July 1, 2020

Termination Date: June 30, 2021

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A.4".

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions. The HIPAA Business Associates Agreement, Attachment F is incorporated by this reference.

7. DESIGNATED REPRESENTATIVES.

The Behavioral Health Clinical Director of Sierra County Human Services or Designee is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Reyna V. Schlichter, Executive Director is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Form of Invoice
- Attachment F – Business Associate Agreement

9. AGREEMENT DATE. The Agreement Date is July 1, 2020 as approved by the Sierra County Board of Supervisors.

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

"COUNTY"

"CONTRACTOR"

COUNTY OF SIERRA

By _____
JIM BEARD
Chairman, Board of Supervisors

REYNA V. SCHLICHTER
Executive Director

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

DAVID PRENTICE
County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

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

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

The services include but are not limited to:

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

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

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

Recovery Residence services are defined for the purpose of this contract as a community based peer group oriented, sober living facility which provides food, shelter and certain services in a supportive non-drinking or substance using environment for the recovering individual. The transitional facilities are located near the Counseling Centers for convenience.

The services include but are not limited to:

1. Room and board
2. Individual counseling sessions
3. Group counseling sessions
4. Intensive Outpatient Counseling
5. Other program services in agreement with the purposes and standards as set forth by the California Department of Health Care Services Program Guidelines
6. Administrative services as required by the same State Guidelines

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

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

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

CLIENT RECORDS:

Contractor shall maintain adequate records on each individual client which shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and contain all data necessary in reporting to the California Department of Health Care Services Programs, including records of client's interviews and progress notes. All records shall be retained by Contractor for ten (10) years or one (1) year beyond the client's reaching majority. These records will be maintained in the strictest confidence in accordance with Division 105 Section 11812 of the Health and Safety Code. County shall have access to Contractor client records at all times.

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

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

A.2. TIME SERVICES RENDERED.

During the Contract period.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY.

None

**ATTACHMENT B
PAYMENT**

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE

Residential Services

Non-Perinatal Facility Level 3.1 (Men's monthly Rate) \$4,500

Specialized perinatal facilities

Women's Facility (Non-Perinatal) ASAM Level 3.1) (Women's monthly rate) \$4,500
(State Plan Perinatal rate will be the Current DMC Perinatal Rate)

Residential

Residential Drug Medi-Cal fees will reflect the current allowable rate for treatment, as well as room and board.

Recovery Residence

Daily Rate
(Includes at minimum two random UA tests per month) \$21.00 per day

Outpatient Services

Group Sessions (90 min) \$45.00 per session
Individual Session (60 min) \$75.00 per session
Intensive Outpatient Individual (60 min) \$75.00
Intensive Outpatient Group (90 min) \$75.00

(State Plan Non-Perinatal and Perinatal Rate will be the current DMC Rates)

Urine & Other Test Pricing

Urine sample 8 panel sent to lab (includes alcohol up to 24 hrs.) \$45
Urine sample instant test only (10 Panel) \$45
Urine sample instant test only (14 Panel) \$50
Urine sample instant test with 8 panel sent to lab \$55
Urine sample 8 panel with adulteration test \$55
Urine sample ETG (Alcohol) sent to lab \$55
Urine sample 8 panel and ETG test sent to lab \$85
Urine test add-ons and confirmation testing by request \$25 - \$50
Price varies depending on requested add-on or confirmation test
Please call the Counseling Center for pricing
Hair test sent to lab \$100
Alcohol Breathalyzer Test \$45
Instant Alcohol Mouth Swab \$45
Instant 6 Panel Mouth Swab for Drugs \$35
ETG Nail Test \$180
5 Panel Nail Test \$130
5 Panel/ETG Combo Nail Test \$250
7 Panel Nail Test \$150
7 Panel/ETG Combo Nail Test \$275
9 Panel Nail Test \$170
9 Panel/ETG Combo Nail Test \$300

CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. Request for payment shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within sixty (60) days after the Invoice is approved by the County Contract Administrator. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed \$25,000.00 without an amendment to this Agreement approved by the Sierra County Board of Supervisors;

B.2 MILEAGE N/A

B.3 TRAVEL COSTS. N/A

B.4 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended in writing by both parties in advance of performing additional services.

B.5 SPECIAL CIRCUMSTANCES. Additional costs may be incurred up to a maximum of \$500 with approval of the Director of Sierra County Human Services or his/her designee for this agreement.

B.6 MAXIMUM CONTRACT AMOUNT. The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	\$40,000.00
B.2	Mileage	N/A
B.3	Travel Costs	N/A
B.4	Authorization Required	N/A
B.5	Special Circumstances	\$ 500.00
MAXIMUM CONTRACT AMOUNT		\$40,500.00

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 the amount granted by the State of California to County pursuant to the Department of Health Care Services contract for Substance Use Disorder (SUD) services for the Fiscal Year applicable to this Contract.

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

3. Documentation.

Contractor shall provide, documentation pertaining to client services provided during the month in the form of a monthly progress report sent to the County on the first of each month. The report shall highlight client scheduled attendance, level of participation, treatment plan or updates and continuum/transition plan. When continuing services or extensions are determined medically necessary by a physician based on section 51303, (past 90 days for residential or 6 months for outpatient) the contractor shall send a written request for extension with updated treatment plan and goals during the extension and a medical necessity form from the physician staffing the identified need.

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.

ATTACHMENT C

ADDITIONAL PROVISIONS

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

State Regulatory Requirements for Treatment Provider Contracts

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

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

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

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

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

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

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

Respectively Sections 9545(a), 9545(b), 9545(d), 9545(e), 9545(g) and 9545(h) Title 9, of the California Code of Regulations state as follows:

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

Contractor shall comply with the following regulations and guidelines:

- a. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8
- b. Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1, (Document 2C)
- c. Minimum Quality Treatment Standards, (Document 2F(a))
- d. Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq
- e. Title 22, CCR, Division 3, Chapter 3, sections 51000 et seq

In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.

Americans with Disabilities Act

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

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

54.9 Assurances and State oversight of the Charitable Choice requirements

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

54.12 Treatment of intermediate organizations.

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

Additional Contract Restrictions

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

Nullification of this contract

The parties agree that if the Contractor fails to comply with the provisions of W&I Code Section 14124.24, all areas related to the DMC Treatment Program SUD services this Contract shall be null and void.

Hatch Act

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

No Unlawful Use or Unlawful Use Messages Regarding Drugs

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

Noncompliance with Reporting Requirements

Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports.

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

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

Debarment and Suspension

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

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

Restriction on Distribution of Sterile Needles

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

Health Insurance Portability and Accountability Act (HIPAA) of 1996

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

A. Nondiscrimination and Institutional Safeguards for Religious Providers

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

B. Counselor Certification

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

C. Cultural and Linguistic Proficiency

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

D. Intravenous Drug Use (IVDU) Treatment

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

E. Tuberculosis Treatment

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

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

F. Trafficking Victims Protection Act of 2000

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

G. Perinatal Services Network Guidelines

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

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

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

I. Nondiscrimination in Employment and Services

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

J. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

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

K. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

L. Additional Contract Restrictions

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

M. Information Access for Individuals with Limited English Proficiency

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

N. Federal and State Regulations

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

Contractor shall comply with all terms and conditions of this Contract and all pertinent state and federal laws and regulations.

O. Services Sites

1. 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).
2. 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.
3. 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.
4. 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 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.

P. Reporting

1. 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.
2. 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.

3. 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.
4. 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).

Q. Auditing

1. 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.
2. 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.

**ATTACHMENT D
GENERAL PROVISIONS**

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8 The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

Yes **D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than Three Million Dollars (\$3,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

NO **D.5.1.2** During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per incident and Three Million Dollars (\$3,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

Yes **D.5.1.3** Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

Yes **D.5.1.4** Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

County of Sierra
Auditor/Risk-Manager
P.O. Drawer 425
Downieville, CA 95936

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors.

D.7 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.8 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.9 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.10 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.13 TERMINATION. COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1.1 CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed One Thousand Dollars (\$1,000). Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.19 MINOR AUDITOR REVISION. In the event the Sierra County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.20 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.24 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.25 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.26 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.27 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.28 VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Sierra, State of California.

D.29 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 LEGAL COMPLIANCE. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 ADVISEMENT. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing

Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36 DRUG-FREE WORK PLACE. By signing this contract the County certifies that the County will comply, and require that subcontractors comply, with the requirement of the Drug-Free Work Place Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free work place.

D.37 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.38 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

D.39 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

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

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

If to "CONTRACTOR":

Progress House, Inc.
Progress House Administration
Barbara Vermilyea
Executive Director
P.O. Box 1666
Placerville, CA 95667

ATTACHMENT E
SIERRA COUNTY

Business Associates Agreement

This Agreement is entered into this 1st day of July, 2020, by and between the County of Sierra doing business by and through the Sierra County Department of Health and Human Services (collectively referred to herein as the “County” and Progress House, Inc. referred to herein as the “Business Associate”)

Recitals

WHEREAS, County has heretofore or contemporaneously with the execution of this Agreement entered into an Agreement for Professional Services (the “Professional Services Agreement”) whereby Business Associate provides certain services to County and its clients and citizens which involves the access and use of certain information pertaining to individuals which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-101 (referred to herein as “HIPAA”) and the regulations adopted pursuant to the Act; and

WHEREAS, pursuant to the Professional Services Agreement County will make available and/or transfer to Business Associate, and/or Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the County; and

WHEREAS, such information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including without limitation, 45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320– 1320d-8] and the terms of this Agreement, or more stringent provisions of the law of the State of California.

NOW THEREFORE, In consideration of the obligations, benefits and compensation provided to Business Associate under the provisions of the Professional Services Agreement and in order to ensure that said Agreement remains valid and complies with HIPAA, the parties agree as follows:

1. As used herein and with reference to the obligations under HIPAA, Protected Health Information (“PHI”) shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials of any nature or form, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall include but not be limited to individually identifiable information received from or on behalf of the County as more fully defined in 45 CFR § 164.501, and any amendments thereto.
2. County shall provide to Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.
3. Business Associate agrees that it shall not receive, create, use or disclose PHI except as follows:
 - a. (1)solely for meeting its obligations as set forth in the Professional Services Agreement and any other agreements between the Parties evidencing their business relationship or
(2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent

with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;

- b. If necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, PHI may only be disclosed to another person/entity for such purposes if:
- Disclosure is required by law; or
 - Where Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
 - Person agrees to notify Business Associate of any breaches of confidentiality;
- c. To permit Business Associate to provide data aggregation services relating to the health care operations of the County.

4. Business Associate and County agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.

5. Business Associate will establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI.

6. Business Associate agrees that it shall immediately report to County any unauthorized uses/disclosures of which it becomes aware, and shall take all reasonable steps to mitigate the potentially harmful effects of such breach.

7. Business Associate hereby indemnifies County and agrees to hold County harmless from and against any and all losses, expense, damage or injury that County may sustain as a result of, or arising out of, Business Associate's, or its agent's or subAgreementor's, unauthorized use or disclosure of PHI.

8. Business Associate shall carry comprehensive general liability insurance.

9. Business Associate shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents, and shall give prior notice to County of any subcontractors or agents who are to be given access to PHI.

10. Business Associate shall make all PHI and related information in its possession available as follows:

- a. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524 and any subsequent amendments to the regulations;
- b. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to account for disclosures of PHI in accordance with 45 CFR § 164.528 and any subsequent amendments to the regulations.

11. Business Associate shall make PHI available to County to fulfill County's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by County, incorporate any amendments or related statements into the information held by Business Associate and any subcontractors or agents.

12. Business Associate agrees to make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of County available to the U.S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the privacy regulations, and any amendments thereto.
13. Upon termination of this Agreement, Business Associate agrees, at the option of County, to return or destroy all PHI created or received from or on behalf of County. Business Associate agrees that it will not retain any copies of PHI except as required by law. If PHI is destroyed, Business Associate agrees to provide County with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, Business Associate agrees to extend the protections of this Agreement to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.
14. The PHI and any related information created or received from or on behalf of County is and shall remain the property of the County. Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.
15. Notwithstanding anything in this Agreement to the contrary, County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties if County determines that Business Associate has violated any material term of this Agreement. If County reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, County gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to County that it will no breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties. In the event of termination as described in this Paragraph, County shall have the right to contract for replacement service through another entity or provider, with Business Associate responsible for paying any difference in cost.
16. Notwithstanding any rights or remedies under this Agreement or provided by law, County retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Business Associate, any of its subcontractors or agents, or any third party who has received PHI from Business Associate.
17. This Agreement shall be binding on the parties and their successor, but neither party may assign the agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
18. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.
19. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.

20. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To County: County Of Sierra
Department of Human Services
P.O. Box 265
Loyalton, CA 96118

To Contractor: Progress House Administration
P.O. Box 1666
Placerville, CA 95667

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

“COUNTY”

“CONTRACTOR”

COUNTY OF SIERRA

Jim Beard, Chairman
Sierra County Board of Supervisors

Reyna V. Schlichter
Executive Director
Progress House Inc.

ATTEST:

APPROVED AS TO FORM:

Heather Foster
Clerk of the Board

David Prentice
County Counsel

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

MEETING DATE: October 6, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Behavioral Health
APPROVING PARTY: Lea Salas, Administrative Director
PHONE NUMBER: (530) 993-6746

AGENDA ITEM: Professional Services Agreement between Granite Wellness Centers and Sierra County for substance use disorder services

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515670

GENERAL FUND IMPACT: No General Fund Impact

OTHER FUND: 5680

AMOUNT: \$40,250.00 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>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____ _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

Memorandum

To: Sierra County Board of Supervisors
From: Lea Salas, Administrative Director
Reference: Agenda Item
Date of memo: September 16, 2020
Date of Board Meeting: October 6, 2020

Requested Action: Professional Services Agreement between Granite Wellness Centers and Sierra County for substance use disorder services.

Mandated by:

Funding

Budgeted? Yes No

Revenue	\$40,250.00	Substance Abuse Prevention and Treatment (SAPT), Behavioral Health Realignment, Drug Medi-Cal
Expenses	\$40,250.00	Substance Abuse Prevention and Treatment (SAPT), Behavioral Health Realignment, Drug Medi-Cal
Difference	0	

Background Information: Granite Wellness Centers provides Detox/Residential, Recovery Residence, and outpatient treatment for Sierra County residents that have substance use disorders and meet the criteria for this level of care. The maximum amount of this agreement has been reduced by \$20,000.00.

This year Sierra County will bill Drug Medi-Cal for those services that are eligible for this funding (ie: outpatient services and perinatal services)

Potential Issues to consider: None

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

**AGREEMENT FOR
DETOXIFICATION AND RESIDENTIAL
SERVICES**

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and

GRANITE WELLNESS CENTERS
"CONTRACTOR"

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date: July 1, 2020

Termination Date: June 30, 2021

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A.4".

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions. The HIPAA Business Associates Agreement, Attachment F is incorporated by this reference. The HIPAA Business Associates Agreement, Attachment F is incorporated by this reference.

7. DESIGNATED REPRESENTATIVES.

The Behavioral Health Clinical Director or his/her Designee is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Ariel Lovett, CEO is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Form of Invoice
- Attachment F – Business Associate Agreement

9. AGREEMENT DATE. The Agreement Date is July 1, 2020.

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

"COUNTY"

"CONTRACTOR"

COUNTY OF SIERRA

By _____
JIM BEARD
Chairman, Board of Supervisors

ARIEL LOVETT, CEO
Granite Wellness Centers

CONTRACTOR TAXPAYER I.D. NUMBER

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

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

DAVID PRENTICE
County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

CONTRACTOR shall provide Detoxification Service, Clinically Managed Low-Intensity Residential Service and Recovery Residence Service to certain Sierra County residents who have been determined by authorized Sierra County Human Services staff, to be in need of treatment of chemical dependency.

Treatment modality consists of one-on-one and group counseling, behavior modification, reality therapy, chemical dependency education, twelve step involvement, various written assignments, recovery planning, family groups, and aftercare groups.

The services include but are not limited to:

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

It is understood that the County of Sierra Drug/Alcohol Program will pay for services provided to persons who have been screened, evaluated and for whom a rehabilitation plan has been developed, in accordance with this Agreement. The length of stay for clients will have written approval by authorized Sierra County Personnel.

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

- Reduced waiting times
- Reduced no-shows
- Increased admission
- Increased continuation in treatment

CLIENT RECORDS:

Contractor shall maintain adequate records on each individual client which shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and contain all data necessary in reporting to the State Department of Drug and Alcohol Programs, including records of client's interviews and progress notes. All records shall be retained by Contractor for ten (10) years or one (1) year beyond the client's reaching majority. These records will be maintained in the strictest confidence in accordance with Division 10.5 Section 11812 of the Health and Safety Code. County shall have access to Contractor client records at all times.

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

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

A.2. TIME SERVICES RENDERED.

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

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY.

None

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE.

Detox/Residential Treatment

Woman Only	\$176.00 per day for treatment and \$176.00 for Detox or current Medi-CAL Rate (whichever is higher)
Man Only	\$176.00 per day for treatment and \$176.00 for Detox
Woman w/ child	\$20.00 per day (add to above rates)
Woman w/ 2 children	\$30.00 per day (add to above rates)

Recovery Residence

Woman Only	\$30 per day (no food included)
Man Only	\$30 per day (no food included)
Children	\$25.00 monthly

Outpatient Treatment

Individual Session	\$3.13 per minute
Group Session	\$3.13 per minute
Intensive Outpatient Therapy	

Perinatal Outpatient Treatment

Individual Session	\$3.13 per minute
3 hour Group Session	\$3.13 per minute
1 ½ hour Group Session	\$3.13 per minute

Drug Testing

6 panel	\$25.00
EtG (Alcohol)	\$40.00
6+EtG	\$50.00
6+EtG+Mtd+Coc	\$60.00
Methadone	\$15
Cocaine	\$10.00

CONTRACTOR shall submit request for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. Request for payment shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within sixty (60) days after the invoice is approved by the County Contract Administrator. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed \$40,000.00 for fiscal year 2020/2021 without an amendment to this Agreement approved by the Sierra County Board of Supervisors;

B.2 MILEAGE N/A

B.3 TRAVEL COSTS. N/A

B.4 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended in writing by both parties in advance of performing additional services.

B.5 SPECIAL CIRCUMSTANCES. Additional costs may be incurred up to a maximum of \$250 with approval of the Clinical Director of Sierra County Behavioral Health or his/her designee for this Agreement.

B.6 MAXIMUM CONTRACT AMOUNT. The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	\$ 40,000.00
B.2	Mileage	-0-
B.3	Travel Costs	\$ -0-
B.4	Authorization Required	N/A
B.5	Special Circumstances	\$ 250.00
MAXIMUM CONTRACT AMOUNT		\$ 40,250.00

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 the amount granted by the State of California to County pursuant to the Department of Health Care Services contract for Substance Use Disorder (SUD) services for the Fiscal Year applicable to this Contract.

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

3. Documentation.

Contractor shall provide, documentation pertaining to client services provided during the month in the form of a monthly progress report sent to the County on the first of each month. The report shall highlight client scheduled attendance, level of participation, treatment plan or updates and continuum/transition plan. When continuing services or extensions are determined medically necessary by a physician based on section 51303, (past 90 days for residential or 6 months for outpatient) the contractor shall send a written request for extension with updated treatment plan and goals during the extension and a medical necessity form from the physician staffing the identified need.

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.

ATTACHMENT C

ADDITIONAL PROVISIONS

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

State Regulatory Requirements for Treatment Provider Contracts

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

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

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

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

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

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

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

Respectively Sections 9545(a), 9545(b), 9545(d), 9545(e), 9545(g) and 9545(h) Title 9, of the California Code of Regulations state as follows:

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

Contractor shall comply with the following regulations and guidelines:

- a. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8
- b. Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1, (Document 2C)
- c. Minimum Quality Treatment Standards, (Document 2F(a))
- d. Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq
- e. Title 22, CCR, Division 3, Chapter 3, sections 51000 et seq

In the event of conflicts, the provisions of Title 22 shall control if they are more stringent

Americans with Disabilities Act

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

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

54.9 Assurances and State oversight of the Charitable Choice requirements

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

54.12 Treatment of intermediate organizations.

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

Additional Contract Restrictions

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

Nullification of this contract

The parties agree that if the Contractor fails to comply with the provisions of W&I Code Section 14124.24, all areas related to the DMC Treatment Program SUD services this Contract shall be null and void.

Hatch Act

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

No Unlawful Use or Unlawful Use Messages Regarding Drugs

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

Noncompliance with Reporting Requirements

Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports.

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

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

Debarment and Suspension

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

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

Restriction on Distribution of Sterile Needles

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

Health Insurance Portability and Accountability Act (HIPAA) of 1996

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

A. Nondiscrimination and Institutional Safeguards for Religious Providers

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

B. Counselor Certification

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

C. Cultural and Linguistic Proficiency

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

D. Intravenous Drug Use (IVDU) Treatment

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

E. Tuberculosis Treatment

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

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

F. Trafficking Victims Protection Act of 2000

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

G. Perinatal Services Network Guidelines

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

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

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

I. Nondiscrimination in Employment and Services

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

J. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

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

K. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

L. Additional Contract Restrictions

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

M. Information Access for Individuals with Limited English Proficiency

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

N. Federal and State Regulations

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

Contractor shall comply with all terms and conditions of this Contract and all pertinent state and federal laws and regulations.

O. Services Sites

1. 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).
2. 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.
3. 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.
4. 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.

P. Reporting

1. 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.
2. 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

3. 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.
4. 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).

Q. Auditing

1. 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.
2. 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.

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8 The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

D.5.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of Two Million Dollars (\$2,000,000.00) per occurrence and with not less than Five Million Dollars (\$5,000,000.00) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

D.5.1.2 During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00) per incident and Five Million Dollars (\$5,000,000.00) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500.00).

D.5.1.3 Comprehensive automobile liability insurance with minimum coverage of One Hundred Thousand Dollars (\$100,000.00) per occurrence and with not less than One hundred Thousand Dollars (\$100,000.00) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.5.1.4 Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

County of Sierra
Auditor/Risk-Manager
P.O. Drawer 425
Downieville, CA 95936

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors.

D.7 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.8 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.9 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.10 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.13 TERMINATION. COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1.1 CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed One Thousand Dollars (\$1,000). Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.19 MINOR AUDITOR REVISION. In the event the Sierra County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.20 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.24 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.25 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.26 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.27 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.28 VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Sierra, State of California.

D.29 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 LEGAL COMPLIANCE. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 ADVISEMENT. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such

discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

D.38 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

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

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

If to "CONTRACTOR":

Granite Wellness Center
Ariel Lovett, CEO
180 Sierra College Drive
Grass Valley, CA 95945

Phone: (916) 797-8989
Fax: (916) 797-8979

SIERRA COUNTY
Business Associates Agreement

This Agreement is entered into this 1st day of July, 2020, by and between the County of Sierra doing business by and through the Sierra County Department of Health and Human Services (collectively referred to herein as the “County” and Granite Wellness Centers (referred to herein as the “Business Associate”)

Recitals

WHEREAS, County has heretofore or contemporaneously with the execution of this Agreement entered into an Agreement for Professional Services (the “Professional Services Agreement”) whereby Business Associate provides certain services to County and its clients and citizens which involves the access and use of certain information pertaining to individuals which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-101 (referred to herein as “HIPAA”) and the regulations adopted pursuant to the Act; and

WHEREAS, pursuant to the Professional Services Agreement County will make available and/or transfer to Business Associate, and/or Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the County; and

WHEREAS, such information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including without limitation, 45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 – 1320d-8] and the terms of this Agreement, or more stringent provisions of the law of the State of California.

NOW THEREFORE, In consideration of the obligations, benefits and compensation provided to Business Associate under the provisions of the Professional Services Agreement and in order to ensure that said Agreement remains valid and complies with HIPAA, the parties agree as follows:

1. As used herein and with reference to the obligations under HIPAA, Protected Health Information (“PHI”) shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials of any nature or form, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall include but not be limited to individually identifiable information received from or on behalf of the County as more fully defined in 45 CFR § 164.501, and any amendments thereto.
2. County shall provide to Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.
3. Business Associate agrees that it shall not receive, create, use or disclose PHI except as follows:
 - a. (1)solely for meeting its obligations as set forth in the Professional Services Agreement and any other agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;
 - b. If necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, PHI may only be disclosed to another person/entity for such purposes if:

- Disclosure is required by law; or
 - Where Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
 - Person agrees to notify Business Associate of any breaches of confidentiality;
- c. To permit Business Associate to provide data aggregation services relating to the health care operations of the County.
4. Business Associate and County agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.
 5. Business Associate will establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI.
 6. Business Associate agrees that it shall immediately report to County any unauthorized uses/disclosures of which it becomes aware, and shall take all reasonable steps to mitigate the potentially harmful effects of such breach.
 7. Business Associate hereby indemnifies County and agrees to hold County harmless from and against any and all losses, expense, damage or injury that County may sustain as a result of, or arising out of, Business Associate's, or its agent's or subAgreementor's, unauthorized use or disclosure of PHI.
 8. Business Associate shall carry comprehensive general liability insurance.
 9. Business Associate shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents, and shall give prior notice to County of any subcontractors or agents who are to be given access to PHI.
 10. Business Associate shall make all PHI and related information in its possession available as follows:
 - a. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524 and any subsequent amendments to the regulations;
 - b. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to account for disclosures of PHI in accordance with 45 CFR § 164.528 and any subsequent amendments to the regulations.
 11. Business Associate shall make PHI available to County to fulfill County's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by County, incorporate any amendments or related statements into the information held by Business Associate and any subcontractors or agents.
 12. Business Associate agrees to make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of County available to the U.S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the privacy regulations, and any amendments thereto.

13. Upon termination of this Agreement, Business Associate agrees, at the option of County, to return or destroy all PHI created or received from or on behalf of County. Business Associate agrees that it will not retain any copies of PHI except as required by law. If PHI is destroyed, Business Associate agrees to provide County with appropriate documentation /certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, Business Associate agrees to extend the protections of this Agreement to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.
14. The PHI and any related information created or received from or on behalf of County is and shall remain the property of the County. Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.
15. Notwithstanding anything in this Agreement to the contrary, County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties if County determines that Business Associate has violated any material term of this Agreement. If County reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, County gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to County that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties. In the event of termination as described in this Paragraph, County shall have the right to contract for replacement service through another entity or provider, with Business Associate responsible for paying any difference in cost.
16. Notwithstanding any rights or remedies under this Agreement or provided by law, County retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Business Associate, any of its subcontractors or agents, or any third party who has received PHI from Business Associate.
17. This Agreement shall be binding on the parties and their successor, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
18. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.
19. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.
20. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To County: County of Sierra
Department of Health and Human Services
P.O. Box 265
Loyalton, CA 96118

To Contractor: Granite Wellness Centers
180 Sierra College Drive
Grass Valley, CA 95945

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

“COUNTY”

“CONTRACTOR”

COUNTY OF SIERRA

Jim Beard, Chairman
Sierra County Board of Supervisors

Ariel Lovett, CEO
Program Manager

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

ATTEST:

APPROVED AS TO FORM:

Heather Foster
Clerk of the Board

David Prentice
County Counsel

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

MEETING DATE: October 6, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Clerk of the Board
APPROVING PARTY: Heather Foster, Clerk-Recorder
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Agreement for services by the East Sierra Valley Chamber of Commerce for promotion of Sierra County during the 2020-2021 fiscal year.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: This is an annual funding agreement for promotion of Sierra County through the Sierra County Chamber of Commerce.

FUNDING SOURCE:
GENERAL FUND IMPACT: General Fund Impact
OTHER FUND:
AMOUNT: \$ 10,000 Annually

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

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

CLERK TO THE BOARD

DATE

**AGREEMENT FOR SERVICES BY
THE EAST SIERRA VALLEY CHAMBER OF COMMERCE
FOR PROMOTION OF SIERRA COUNTY**

THIS AGREEMENT is made on this 6th day of October 2020, by and between the County of Sierra ("County") and the East Sierra Valley Chamber of Commerce ("Chamber"), for the express purpose of providing for the promotion of Sierra County.

WHEREAS, under the provisions of the California Revenue and Taxation Code Section 7280, the County receives transient occupancy taxes paid by visitors to the County who use local accommodations for overnight visits in the County; and

WHEREAS, the County is authorized by state law to use some or all of its revenue from transient occupancy taxes to promote and advertise the County in order to enhance its economy that benefits from tourists; and

WHEREAS, historically the County has utilized the resources, knowledge and energy of the local Chambers of Commerce who have assisted and taken a lead role in the promotion of the County and its natural beauty; and

WHEREAS, the Board of Supervisors desires to contract with the Chamber to promote the County in accordance with the work plan and budget that is attached hereto and incorporated herein as Exhibit "A".

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. County retains Chamber to use its best efforts to promote County, including but not limited to taking out advertisement in appropriate magazines, newspaper and trade publications, preparing brochures and other forms of visitor handouts and information and, in general, using its best efforts to enhance visitor interests in Eastern Sierra County, all in accordance with the work plan and budget attached hereto as "Exhibit A". In no event shall the cost to County under this Agreement exceed the amount of \$10,000.00.
2. The County shall make an initial advance in the amount of \$1,500 to facilitate the Chambers promotional activities. The Chamber shall be required to account for the expenditure of said funds by providing appropriate invoices or other evidence of the expenditure of the funds for the purposes set forth in this Agreement. Thereafter, payments to Chamber shall be made upon submission of appropriate requests for payments, together with invoices for expenses incurred or obligated, in a format acceptable to the County Auditor. The Auditor shall make payments within thirty (30) days of the receipt of a request for payment.
3. This contract shall be for the 2020-2021 fiscal year and expenses incurred by Chamber on or after July 1, 2020 through June 30, 2021, shall be eligible for funding under this agreement.

4. At the conclusion of the contract term, June 30, 2021, Chamber shall provide a report to the Sierra County Board of Supervisors, summarizing the specific promotional activities funded and engaged in by the Chamber, under this agreement.
5. No portions of the funds provided by this Agreement shall be used for political purposes and if Chamber engages in any political activities with other sources of funds, strict accounting of all funds shall be maintained so as to ensure County that funds under this Agreement have not been used for political purposes.
6. On or before June 30, 2021, Chamber shall provide an accounting to the County Auditor as to the expenditure and use of all funds covered by this Agreement.
7. For all purposes arising out of this Agreement, chamber shall be an independent Chamber and Chamber and each and every employee, agent, servant, partner, and shareholder of Chamber (collectively referred to as "The Chamber") shall not be, for any purpose of this Agreement, an employee of County. As an independent Chamber, the following shall apply:

Chamber shall determine the method, details and means of performing the services to be provided by Chamber as described in this Agreement.

Chamber shall be responsible to County only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to County's control with respect to the physical actions or activities of Chamber in fulfillment of requirements of this Agreement.

Chamber shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this agreement.

Chamber is not, and shall not be, entitled to receive from or through County, and County shall not provide or be obligated to provide the Chamber with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of County.

The Chamber shall not be entitled to have County withhold or pay, and County shall not withhold or pay, on behalf of the Chamber any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of County.

County shall not withhold or pay on behalf of Chamber any federal, state or local tax including, but not limited to, any personal income tax owed by Chamber.

The Chamber is, and at all times during the term of this Agreement shall represent and conduct itself as an independent Chamber and not as an employee or agent of County.

Chamber shall not have an authority, express or implied, to act on behalf of, bind or obligate the County in any way without the written consent of the County.

8. Chamber shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Chamber shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.
9. Chamber may not assign any right or obligation pursuant to this agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.
10. Either party may terminate this Agreement by giving three (3) days advance written notice thereof to the other party. In the event that County gives notice of termination to Chamber, then Chamber shall not take any further action to expand funds under this Agreement unless expressly directed to do so by the County. In the event of termination, County shall remain obligated to pay for proportions, which Chamber has become legally obligated to pay for pursuant to this Agreement prior to the notice of termination.
11. For the purpose of administering this Agreement, the following people shall be deemed authorized to provide and/or to receive notices on behalf of the respective parties.

County of Sierra
Van Maddox, County Auditor

Eastern Sierra Valley Chamber of Commerce
Barbara Hill, President

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

“COUNTY”

“CHAMBER”

COUNTY OF SIERRA

EAST SIERRA VALLEY
CHAMBER OF COMMERCE
P.O. BOX 366
LOYALTON, CA 96118

By: _____
JIM BEARD, CHAIR
Board of Supervisors

By: _____
BARBARA HILL
President/Board Director

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

DAVID A. PRENTICE
County Counsel

EAST SIERRA VALLEY CHAMBER OF COMMERCE

PO Box 366, Loyalton, CA 96118

March 2020

Submitted to: Mr. Van Maddox Sierra County Auditor & Mr. David Prentice, Attorney at Law

Subj: East Sierra Valley Chamber of Commerce Budget 2020-2021 attached (Exhibit - A).

East Sierra Valley Chamber of Commerce of which I will further refer as (ESVCC), with respect submits our budget, requesting funds to support expenses/expenditures for tourism, services, activities, issues and other items that benefit Sierra County, Sierra Valley.

ESVCC has a strong dialog and collaboration with Sierra County Chamber of Commerce, Sierra County Arts Council and fellow Chambers of Commerce in neighboring Counties including Reno/Sparks Chamber of Commerce sharing common interest issues, promotions, tourism and business ideas to improve our tourism and business climate and our very different economic engines.

ESVCC is proactively involved in the 2020-2021 Sierra County Visitors Guide. We continue to improve our website and communications to keep Sierra County, Sierra Valley communities, members and non-members informed and involved with our activities not only using local and neighboring newspapers but social media and other forms of media communications at our disposal within and outside Sierra County, Sierra Valley.

ESVCC is the proud sponsor of Recycled Relic's Car Show for the 6th year. The Chambers wish is to continue reasonable, responsible support/donations to those youth programs not funded by Sierra County such as Sports Teams/Cheerleading, 4H and other school and youth groups. We continue to support Tour De Manure and events that find their way to Sierra Valley in a non-financial but responsible manner. We are actively involved in outreach, study and sharing other options in activities, tourism, businesses and events to bring to Sierra County and Sierra Valley.

ESVCC membership is strong, we have many business memberships outside Sierra County, Sierra Valley who joined our chamber due to our visibility, as we create new opportunities to partner with businesses, profit and non-profit organizations in opportunities to enhance Sierra County, Sierra Valley and our quality of life.

Respectfully,



Barbara Hill, President/Board Director
East Sierra Valley Chamber of Commerce
530-993-4387 info@eastsierravalleychamber.com

RECEIVED
APR 13 2020
SIERRA COUNTY AUDITOR

SERVING THOSE WHO SERVE THE COMMUNITY

East Sierra Valley Chamber of Commerce – Exhibit A

Fiscal Year 2020/2021

Expenses	Activity/Events	Amount
----------	-----------------	--------

ESVCC Website:		<u>\$1,200.00</u>
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Maintenance and updates-via contract through EC Town LLC Quincy, CA

Visitor Centers/Kiosks:		<u>\$500.00</u>
--------------------------------	--	-----------------

Unmanned, Maintenance/Repair, Landscape, Supplies/Materials/Electricity Kiosk Loyalton/Sierraville.

Advertising/Events:		<u>\$6,300.00</u>
----------------------------	--	-------------------

Per our previous Service Agreements: Promote the County including but not limited to taking out advertisement in appropriate magazines, newspapers, trade publications, radio, brochure/handouts, information using our best efforts to enhance visitor/tourism and business interest in Eastern Sierra County up to and including items 1 thru 5.

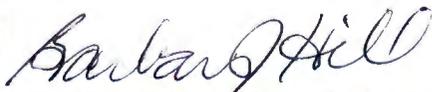
1. Event Sponsorships/Fund Raisers/Donations & Permits.
2. Car shows, advertisement, trophy expenditures, sound services & restrooms.
3. Chamber Mixers, Refreshments/Food, Soda, Coffee, Water & Supplies.
4. Country Market Bazaar Meet & Greets.
5. Children Pumpkin Patch/Carving End Of Year Festival, kids refreshments i.e. cookies, soda/water.

Operating Cost:		<u>\$2,000.00</u>
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Office Supplies, Computer Equipment, Repair, Software, Postage, Telephone, Insurance/Liability & Officers, Property & Liability Visitor Centers/Kiosks Loyalton/Sierraville).

Total Funding: \$10,000.00

Submitted:



1. Barbara Hill, President/Board Director
2. Bonnie Jessee, Treasurer

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

MEETING DATE: October 6, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Clerk of the Board
APPROVING PARTY: Heather Foster, Clerk-Recorder
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Agreement for services by the Sierra County Chamber of Commerce for promotion of Sierra County during the 2020-20 1 fiscal year.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: This is an annual funding agreement for promotion of Sierra County through the Sierra County Chamber of Commerce.

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ 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>BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken</p>	<p><input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____</p>	<p>Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus</p>
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COMMENTS:

CLERK TO THE BOARD _____
DATE

**AN AGREEMENT FOR SERVICES BY THE
SIERRA COUNTY CHAMBER OF COMMERCE FOR PROMOTION
OF SIERRA COUNTY FOR FISCAL YEARS 2020-2021**

THIS AGREEMENT is made on this 6th day of October, "2020, by and between the County of Sierra ("County") and the Sierra County Chamber of Commerce ("Chamber"), for the express purpose of providing for the promotion of Sierra County.

The Agreement is hereby amended to provide for services to be provided by the Chamber and funding from the County, for the 2020/4221 fiscal year.

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. For the 2020/4241 fiscal year, Chamber to use its best efforts to promote the County, including but not limited to taking out advertisement in appropriate magazines, newspaper and trade publications, preparing brochures and other forms of visitor handouts and information and, in general, using its best efforts to enhance visitor interest in Sierra County, all in accordance with the work plan and budget attached hereto as Exhibit "1", as attached hereto and incorporated herein by this reference. In no event shall the cost to County under this Agreement for the 2020-4241" fiscal year exceed the amount of \$33,950.00.
2. The County shall make payments to Chamber upon submission of appropriate requests for payments, together with invoices for expenses incurred or obligated, in a format acceptable to the County Auditor. The Auditor shall make payments within thirty (30) days of the date of the receipt of a request for payment.
3. At the conclusion of the 2020-2041 (ending June 30, 2020), Chamber shall provide a report to the Sierra County Board of Supervisors, summarizing the specific promotional activities funded and engaged in by Chamber, for the 2020-2041 fiscal year.
4. No portions of the funds provided by this Agreement shall be used for political purposes and if Chamber engages in any political activities with other sources of funds, strict accounting of all funds shall be maintained so as to ensure County that funds under this Agreement have not been used for political purposes.
5. On or before June 30, 2041, Chamber shall provide an accounting to the County Auditor as to the expenditure and use of all funds covered by this Agreement for the 2020-2041 fiscal year.
6. For all purposes arising out of the Agreement, including this Amendment, Chamber shall be an independent Chamber and Chamber and each and every employee, agent, servant, partner, and shareholder of Chamber (collectively referred to as "The Chamber") shall not be, for any purpose of this Agreement, an employee of County. As an independent Chamber, the following shall apply:

Chamber shall determine the method, details and means of performing the services to be provided by Chamber as described in this Agreement.

Chamber shall be responsible to County only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to County's control with respect to the physical actions or activities of Chamber in fulfillment of the requirements of this Agreement.

Chamber shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

Chamber is not, and shall not be, entitled to receive from or through County, and County shall not provide or be obligated to provide the Chamber with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of County.

The Chamber shall not be entitled to have County withhold or pay, and County shall not withhold or pay, on behalf of the Chamber any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of County.

County shall not withhold or pay on behalf of Chamber any federal, state or local tax including, but not limited to, any personal income tax owed by Chamber.

The Chamber is, and at all times during the term of this Agreement shall represent and conduct itself as an independent Chamber and not as an employee or agent of County.

Chamber shall not have the authority, express or implied, to act on behalf of, bind or obligate the County in any way without the written consent of the County.

7. Except as County may specify in writing, Chamber shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Chamber shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.

8. Chamber may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

9. Either party may terminate this Agreement by giving three (3) days advance written notice thereof to the other party. In the event that County gives notice of termination to - Chamber, then Chamber shall not take any further action to expend funds under this Agreement unless expressly directed to do so by the County. In the event of termination, County shall remain obligated to pay for promotions, which Chamber has become legally obligated to pay for pursuant to this Agreement.

10. For the purpose of administering this Agreement, the following people shall be deemed authorized to provide and/or to receive notices on behalf of the respective parties.

County of Sierra
Van Maddox, County Auditor

Sierra County Chamber of Commerce
*****O ct { "Gtxlp, President

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

“COUNTY”

COUNTY OF SIERRA

By: _____
RCWNTQGP, Chair
Board of Supervisors

HEATHER FOSTER
Clerk of the Board

“CHAMBER”

SIERRA COUNTY
CHAMBER OF COMMERCE
P. O. Box 436
Sierra City, CA 96125

By: _____
MARY ERVIN, President

DAVID PRENTICE
County Counsel

**Sierra County Chamber of Commerce
Budget for 2020/21 Fiscal Year
Requested Amount: \$33,950.00**

VISITOR GUIDE	12,000 copies printed and distributed Editing, designing, printing, shipping, etc.	\$16,000
VISITOR CENTER	Downieville & Sierra City locations greeting visitors	1,800
SOCIAL MEDIA	Web hosting, maintaining, updating Chamber website and other Social Media outlets; increase online presence and advertising; target specific markets	3,650
ADVERTISING & PROMOTION	Advertising in various publications: CA State Visitor's Guide Nevada Gold Magazine Fishing in the Alps and others to promote Sierra County. Advertising expenses to promote and sponsor events in Sierra County	6,000
TOURISM FORUM	Annual membership dues to tourism organizations and related costs to attend travel shows and workshops to promote Sierra County. Gold Country Visitor Association Bay Area Travel Show and similar travel shows Joint Chamber mixer/meeting costs Reimbursement of travel expenses	3,500
OPERATING COSTS	General office expenses; i.e.: postage, tax preparation, printing brochures, flyers, insurance, utilities, storage, bank fees and all other related costs of doing business.	3,000
TOTAL FUNDING REQUESTED	Funding requested to spread the word that Sierra County is alive and well and welcomes visitors	\$33,950

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

MEETING DATE: October 6, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Clerk-Recorder
APPROVING PARTY: Heather Foster, Clerk of the Board
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Minutes from the regular meeting held on August 18, 2020.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Minutes

BACKGROUND INFORMATION:

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

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION: <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
BOARD OF SUPERVISORS
MINUTES
REGULAR MEETING**

Lee Adams, Vice-Chair, District 1

P.O. Box 1 - Downieville, CA 95936 - 530-289-3506 - supervisor1@sierracounty.ca.gov

Peter W. Huebner, District 2

P.O. Box 349 - Sierra City, CA 96125 - 530-565-6055 - phuebner@sierracounty.ca.gov

Paul Roen, District 3

P.O. Box 43 - Calpine, CA 96124 - 209-479-2770 - supervisor3@sierracounty.ca.gov

Jim Beard, Chair, District 4

P.O. Box 1140 - Loyalton, CA 96118 - 530-565-6092 - jbeard@sierracounty.ca.gov

Sharon Dryden, District 5

P.O. Box 246 - Loyalton, CA 96118 - 530-913-9218 - sdryden@sierracounty.ca.gov

The Sierra County Board of Supervisors met in regular session commencing at 12:00 p.m. on August 18, 2020. This meeting was recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

PLEDGE OF ALLEGIANCE: Led by Chair Beard

ROLL CALL

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

Absent: Paul Roen, Supervisor, District #3

Staff: Heather Foster, County Clerk-Recorder
Amanda Uhrhammer, Deputy County Counsel
Van Maddox, Auditor/Treasurer Tax Collector
Tim Beals, Director of Planning/Public Works/Transportation/OES
Lea Salas, Director of Behavioral Health
Vickie Clark, Director of Health and Social Services
Mike Fisher, Sheriff/Coroner
Jeremy Miller, Chief Technology Officer (CTO)
Chuck Henson, Acting Chief Probation Officer

August 18, 2020

APPROVAL OF CONSENT AGENDA

At the request of Supervisor Huebner, Consent Item 12.B. was moved to the Regular Agenda as Item 9.B.

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

The Clerk commented on Consent Item 12.A. with respect to still waiting for the final contract from the Secretary of State, but the background in the packet is effectively the same.

The Board moved to approve the Consent Agenda as amended.

APPROVED as amended. Motion: Adams/Huebner/Unanimous Roll Call Vote: 4/0/1 (Supervisor Roen ABSENT)

12. CONSENT AGENDA

- 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)

ADOPTED, Resolution 2020-091

APPROVED, Agreement 2020-097

- 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)

ADOPTED, Resolution 2020-092

- 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)

APPROVED, Agreement 2020-098

August 18, 2020

- 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)

APPROVED, Agreement 2020-099

- 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)

ADOPTED, Resolution 2020-093

- 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)

APPROVED, Agreement 2020-100

- 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)

APPROVED, Agreement 2020-101

- 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)

APPROVED, Agreement 2020-102

- 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)
- 12.K. Authorization to fill vacant position in Assessor's Office at the level of Assessment Technician II E. (ASSESSOR)
- 12.L. Treasurer's investment report and statement of liquidity for the period ending June 30, 2020.

August 18, 2020

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)

APPROVED, Agreement 2020-103

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

APPROVAL OF REGULAR AGENDA

At the request of Deputy County Counsel, Items 7.A. and 7.B. were pulled from the agenda.

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

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

At the request of the Clerk, Item 11.B. was pulled from the agenda

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.

The Board moved to approve the Regular Agenda as amended.

APPROVED as amended. Motion: Huebner/Adams/Unanimous Roll Call Vote: 4/0/1 (Supervisor Roen ABSENT)

REGULAR AGENDA

2. PUBLIC COMMENT OPPORTUNITY

At 12:12 p.m. Chair Beard opened the public comment opportunity with no persons addressing the Board.

3. COMMITTEE REPORTS & ANNOUNCEMENTS

Supervisor Adams reported on the RCRC Board of Directors meeting last Wednesday and the announcement of RCRC's President/CEO Greg Norton's retirement at the end of the year.

Supervisor Dryden expressed her appreciation to all of the agencies involved in the evacuation of Sierra Brooks during the Loyalton Fire.

4. DEPARTMENT MANAGERS' REPORTS & ANNOUNCEMENTS

The Director of Health and Social Services reported on submitting a letter in support of AB 3224 regarding local health department workforce assessment; the resignation of Sierra County's Senior Public Health Nurse this November; the request to the Finance Committee to increase the Public Guardian position to a full-time position; having received the executed MOU for the \$15,000 in pass-through funding for increased meal delivery; and the receipt of \$125,000 in COVID-19 funding.

The Acting Chief Probation Officer reported on looking for a new jurisdiction to contract with as the Nevada County Juvenile Hall is closing.

The Director of Behavioral Health reported on locating an applicant at the Behavioral Health Associate level that specializes in trauma for children to bring on as an extra-help position; increasing the North American Telehealth contract for a child psychologist; and working with Liberty Utilities and the County's Information Technology Department with respect to the Wellness Center.

The Chief Technology Officer provided an update on the installation of the public WIFI hotspot at the Sierraville School by Plumas Rural Electric.

5. FOREST SERVICE UPDATE

Tahoe National Forest Supervisor Eli Ilano reported on the Loyalton Fire.

Sierraville District Ranger Quentin Youngblood provided an update on current fire conditions and the Loyalton Fire.

Discussion ensued regarding the Loyalton Fire.

The Sheriff reported on the current evacuations in effect due to the Loyalton Fire.

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.

The Assessor provided background on the request to work with the Sierra County Historical Society on preserving certain County records which are not stored in a controlled environment and are subject to damage.

The Assessor commented that William Copren on behalf of the Historical Society has volunteered his time to identify and move the Assessor's maps to the Sierraville School and also requested a budget moving forward for preservation in the amount of \$9,200.

The Assessor further requested the Board allocate \$10,000 to begin this process.

August 18, 2020

Supervisor Dryden expressed concerns with moving the documents to the Sierraville School prior to having a plan in place for the school.

Chair Beard expressed concerns with the maps currently being stored near a sprinkler and needing to take an urgent action to move them so they are not damaged.

In response to Supervisor Adams' comments, the Assessor clarified that there is room for the maps at the Sierraville School, however she also understands the need to work out the real estate issue for additional County records.

William Copren, Sierra County Historical Society expressed concerns with the records deteriorating and offered to move the maps, at no cost to the County, to a room in the Sierraville School that is presently being used for storage of other historical records.

The Director of Public Works commented on the current agreement between the School District and the County for maintenance and operation of the Sierraville School and discussions to further the acquisition of the Sierraville School. The Director also commented on having previously moved the County Law Library to the Sierraville School as the original goal was to utilize the school for preservation of County records.

In response to Supervisor Adams' inquiry, the Director clarified that the one room currently being used for storing historical records is very secure and the other rooms would have to be modified to become secure. The Director added that from an environmental standpoint the school is ideal for physical security, but there is no one at the facility 24/7.

Following discussion, the Board moved to authorize moving the Assessor's historical maps to the Sierraville School and referred the request for the \$10,000 allocation to the Finance Committee.

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

- 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).

The Director of Public Works reviewed the prerequisites required to receive the funding including a three hour webinar, 20% cash match that can either be direct or in-kind, and determining what projects the Board wants to apply the \$400,000 available funding to.

The Board moved to adopt the 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) and directed the Prop 68 Ad Hoc Committee to meet to discuss competing projects.

August 18, 2020

ADOPTED, Resolution 2020-094. Motion: Adams/Huebner/Unanimous Roll Call Vote: 4/0/1 (Supervisor Roen ABSENT)

8. BEHAVIORAL HEALTH - LEA SALAS

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

The Director of Behavioral Health provided background on the proposed resolution appointing a retired annuitant to a temporary position in order to cover the Downieville office.

In response to Supervisor Dryden's inquiry, the Director clarified that the funding for this position is in their budget.

The Auditor further clarified that the department can hire as many extra-help positions as needed, so long as they don't go over budget.

The Board moved to adopt the resolution authorizing appointment of Retired Annuitant to a temporary position.

ADOPTED, Resolution 2020-095. Motion: Adams/Dryden/Unanimous Roll Call Vote: 4/0/1 (Supervisor Roen ABSENT)

9. PUBLIC WORKS/TRANSPORTATION - TIM BEALS

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

Supervisor Huebner commented on his reason for moving the item to the Regular Agenda.

The Director of Transportation reviewed the Zero Tolerance Drug and Alcohol Testing Policy for transit providers under contract to Sierra County and Caltrans' recommendation to keep this policy separate from the County's employee drug policy which was previously brought before the Board.

The Board moved to adopt the resolution approving the updated Zero Tolerance Drug and Alcohol Testing Policy for transit providers under contract to Sierra County.

ADOPTED, Resolution 2020-096. Motion: Huebner/Dryden/Unanimous Roll Call Vote: 4/0/1 (Supervisor Roen ABSENT)

11. TIMED ITEMS

August 18, 2020

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

At 1:55 p.m. Chair Beard convened as the County Board of Supervisors and County Service Area joint meeting.

- 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.

The Auditor briefly reviewed the requirements under the law to have appropriation limits and none of the County's jurisdictions are close to reaching the cap.

At 1:56 p.m. Chair Beard opened and closed the public hearing with no persons addressing the Board.

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

At 1:58 p.m. Chair Beard opened and closed the public hearing with no persons addressing the Board.

- 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).

The Auditor briefly explained that the proposed budget is a reflection of the prior year's budget.

At 2:00 p.m. Chair Beard opened and closed the public hearing with no persons addressing the Board.

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

The Auditor reviewed the 2020-2021 Final Budget for the County which does not reflect the \$400,000 in revenue and expenditures for the Proposition 68 funds which will be added to the Final Budget. The Auditor added that the Finance Committee will likely come back with recommendations at the next meeting.

The Auditor also commented on a number inquiries received by Lynnea White.

Supervisor Adams suggested the Board members review the questions and let the Auditor know if there are any questions they need an explanation on.

The Auditor clarified with respect to Mrs. White's questions regarding two budget overruns that one was a keying error and the other wasn't an overrun, rather it was adjustments handled by the Board by resolution following the adoption of the Final Budget.

August 18, 2020

At 2:05 p.m. Chair Beard opened and closed the public hearing with no persons addressing the Board.

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

The Board moved to approve the minutes from the County Service Area Board of Directors meeting held on June 16, 2020.

APPROVED. Motion: Dryden/Huebner/Unanimous Roll Call Vote: 4/0/1 (Supervisor Roen ABSENT)

At 2:06 p.m. Chair Beard adjourned the joint meeting of the Board of Supervisors and County Service Area Board of Directors and reconvened as the Board of Supervisors.

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)

Reports were given by the Director of Health and County Health Officer in regards to the number of statewide cases, the number of Sierra County cases, testing, and the State adding Sierra County to their monitoring list.

Board discussion ensued regarding testing and the increased number of visitors that have been pouring into the County.

The County Health Officer also commented on the opportunity for counties on the monitoring list to file a waiver to open elementary schools.

The Auditor recommended distributing the IIPP and COVID Protocol policies out all department managers until they are adopted by the Board in order to cover any liability to the County with respect to following the required COVID rules.

By consensus, the Board directed the Auditor to send the IIPP and COVID Protocol policies out to the department managers.

Discussion ensued regarding the six COVID-19 cases in the County and the increased amount of solid waste due to the number of tourists visiting the west side of the County.

The Director of Health commented on the Loyaltan Fire and coming up with alternatives for non-congregate sheltering due to COVID.

August 18, 2020

Supervisor Adams expressed concerns with the fires and questioned at what point does the Forest Service start to consider closing facilities to keep people home.

Board discussion ensued regarding the Superintendent of Schools CARES Act funding request and bringing this request back to the Board at a future meeting if the Superintendent determines additional funding is necessary to supplement the school's needs.

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

The Auditor reviewed the request from the Sierra City Fire District for Title III Funding for the creation of a firewise community and Supervisor Roen's suggestion to run this through the Sierra County Firesafe Council. The Auditor further clarified that there is \$96,342 in Title III funds available for allocation to others and suggested the Board direct staff to prepare the resolution of intent and an agreement between the Sierra City Fire District or Sierra County Firesafe Council to provide the funds.

Supervisor Dryden provided background on prior discussions regarding the development of the Sierra Brooks and Sierra City Firewise communities and the consensus to have a full discussion with the Board on allowable uses of Title III funding and whether this should be done through the Firesafe Council rather than having each community requesting small pots of money.

The Auditor commented on the master agreement with the Sierra County Firesafe Council and having questioned County Counsel if they need to broaden the agreement as it is strictly related to education.

Deputy County Counsel recommend amending the master agreement to include the whole scope of allowable uses of Title III.

Supervisor Adams expressed concerns with this getting stalled with the Firesafe Council as they don't have an executive director.

Considerable discussion ensued with the Board.

Following discussion and by consensus, the Board directed adding to the next meeting agenda a broader discussion regarding allowable uses of the Title III funding, and proposed resolutions of intent for the Sierra Brooks Firewise Community, Sierra City Fire District and the Sierra County Firesafe and Watershed Council.

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)

August 18, 2020

The Director of Public Works provided background on the request and expressed concerns with selling the subject property as it was acquired by the County in the relocation and construction of the Hospital Bridge and if the property was sold it would truncate the County's ability to access the bridge for routine maintenance or during a flood event. The Director further recommended the Board not sell the subject property.

Supervisor Adams commented that he cannot support doing anything that would undermine the public's support to maintain a public bridge.

The Board moved to decline the request from Lori Brentt to purchase a parcel of land owned by the County located in Downieville.

DECLINED. Motion: Adams/Huebner/Unanimous Roll Call Vote: 5/0

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)

Chair Beard commented on his resignation from the Sierra County Children and Families Commission.

The Board moved to appoint Supervisor Dryden to the Sierra County Children and Families Commission (First 5).

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

CORRESPONDENCE LOG

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

No action taken.

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.

No action taken.

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.

No action taken.

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

August 18, 2020

No action taken.

ADJOURN

At 3:34 p.m., with no further business, Chair Beard adjourned the meeting.

JIM BEARD, CHAIR
BOARD OF SUPERVISORS

ATTEST:

HEATHER FOSTER
CLERK OF THE BOARD

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

MEETING DATE: October 6, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Clerk-Recorder
APPROVING PARTY: Heather Foster, Clerk of the Board
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Minutes from the regular meeting held on September 1, 2020.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Minutes

BACKGROUND INFORMATION:

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

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION: <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.

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

MEETING DATE: October 6, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Clerk-Recorder
APPROVING PARTY: Heather Foster, Clerk of the Board
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Minutes from the special meeting held on September 18, 2020.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Minutes

BACKGROUND INFORMATION:

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

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

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

CLERK TO THE BOARD

DATE



**STATE OF CALIFORNIA, COUNTY OF SIERRA
BOARD OF SUPERVISORS
AGENDA
SPECIAL MEETING**

Lee Adams, Vice-Chair, District 1

P.O. Box 1 - Downieville, CA 95936 - 530-289-3506 - supervisor1@sierracounty.ca.gov

Peter W. Huebner, District 2

P.O. Box 349 - Sierra City, CA 96125 - 530-565-6055 - phuebner@sierracounty.ca.gov

Paul Roen, District 3

P.O. Box 43 - Calpine, CA 96124 - 209-479-2770 - supervisor3@sierracounty.ca.gov

Jim Beard, Chair, District 4

P.O. Box 1140 - Loyalton, CA 96118 - 530-565-6092 - jbeard@sierracounty.ca.gov

Sharon Dryden, District 5

P.O. Box 246 - Loyalton, CA 96118 - 530-913-9218 - sdryden@sierracounty.ca.gov

The Sierra County Board of Supervisors met in special session commencing at 10:00 a.m. on September 18, 2020 via teleconference. This meeting was recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

PLEDGE OF ALLEGIANCE: Led by Supervisor Roen

ROLL CALL

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

Absent: Jim Beard, Supervisor, Chair, District #4

Staff: Heather Foster, County Clerk-Recorder
Amanda Uhrhammer, Deputy County Counsel
Tim Beals, Director of Planning and Transportation

September 18, 2020

APPROVAL OF REGULAR AGENDA

The Board moved to approve the Regular Agenda.

APPROVED. Motion: Huebner/Roen/Unanimous Roll Call Vote: 4/0/1 (Supervisor Beard ABSENT)

REGULAR AGENDA

2. PUBLIC COMMENT OPPORTUNITY

At 10:04 a.m. Chair Adams opened and closed the public comment opportunity time with no persons addressing the Board.

3. BOARD OF SUPERVISORS

3. A. Adoption of urgency ordinance of the County of Sierra prohibiting open fires on public and private property within the unincorporated areas of Sierra County due to extreme fire danger. (SUPERVISOR ADAMS)

Supervisor Adams provided brief background on the urgency ordinance, which was adopted by the Board at the last meeting and required additional legal information added to it.

The Board moved to adopt the urgency ordinance of the County of Sierra prohibiting open fires on public and private property within the unincorporated areas of Sierra County due to extreme fire danger and repealing the urgency ordinance entitled "Urgency Ordinance of the County of Sierra prohibiting open fires on private property within the unincorporated areas of Sierra County due to extreme fire danger" passed on September 15, 2020.

ADOPTED, Ordinance 1095. Motion: Roen/Huebner/Unanimous Roll Call Vote: 4/0/1 (Supervisor Beard ABSENT)

ADJOURN

At 10:07 a.m., with no further business, Chair Beard adjourned the meeting.

LEE ADAMS, VICE-CHAIR
BOARD OF SUPERVISORS

ATTEST:

HEATHER FOSTER
CLERK OF THE BOARD