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 - 530-565-6048 - supervisor3@sierracounty.ca.gov
Jim Beard, Chair, District 4
P.O. Box 1140 - Loyalton, CA 96118 - 530-565-6092 -jbeard@sierracounty.ca.gov
Sharon Dryden, District 5
P.O. Box 246 - Loyalton, CA 96118 - 530-913-9218 - sdryden@sierracounty.ca.gov

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

NOTICE

If requested, this agenda can be made available in appropriate alternative formats to persons 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. Persons seeking an alternative format should contact the Clerk of the Board for further information. In addition, a person with a disability who requires a modification or accommodation, in order to participate in a public meeting should telephone or otherwise contact the Clerk of the Board as soon as possible and at least 48 hours 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
100 Courthouse Square, Room 11
P.O. Drawer D
Downieville, CA 95936
clerk-recorder@sierracounty.ca.gov

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

The Board of Supervisors may hold a Closed Session as the agenda schedule permits.

REGULAR AGENDA

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

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

2. **PUBLIC COMMENT OPPORTUNITY**

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

3. **COMMITTEE REPORTS & ANNOUNCEMENTS**

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

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

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

5. **FOREST SERVICE UPDATE**

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

6. **BEHAVIORAL HEALTH - LEA SALAS**

6.A. Resolution authorizing receipt of one-time funding to initiate Whole Person Care Capacity.

Documents:

Whole Person Care Board.pdf

6.B. Approval of Escrow General Provisions document with Old Republic Title Company for the purchase of the manufactured/mobile home for the wellness center.

Documents:

Wellness Center Mobile Board.pdf

6.C. Discussion/direction regarding reinstating Sierra County as a Veteran's Services Office (VSO).

Documents:

Veterans Service Office Board.pdf

7. **HEALTH & SOCIAL SERVICES - VICKIE CLARK**

7.A. Annual update of Sierra County's Tobacco Use Reduction Program.

Documents:

TURP Annual Update Board.pdf

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

8.A. Introduction and first reading of proposed ordinance amending the Sierra Brooks Water System regulations currently in place to conform County regulations to the requirements of the new Sierra Brooks Water System Project.

Documents:

Sierra Brooks Ordinance.pdf

8.B. Resolution of Appreciation honoring Mr. Dennis Marsh, County Road Superintendent, and recognizing his retirement from County Service effective December 5, 2019.

Documents:

Appreciation..pdf

9. **BOARD OF SUPERVISORS**

9.A. Authorization for Supervisor Paul Roen to continue as Sierra County's program contact under the North Yuba Forest Partnership Memorandum of Understanding (MOU). (SUPERVISOR ROEN)

Documents:

NYFP MOU Program Contact.pdf

9.B. Discussion/action regarding request from State Senator Jim Nielsen for letter of support for a proposed North State Public Safety Training Center for professional training of first responders throughout Northern California. (CHAIR BEARD)

Documents:

2020 RTC Letter of Support.pdf

10. **TIMED ITEMS**

10.A. 10:30 AM DEPARTMENT OF CONSERVATION SUSTAINABLE AGRICULTURAL LANDS PROGRAM

Review and direction to staff on draft State Department of Conservation "Sustainable Agricultural Lands Conservation Program Draft 2019-2020 Guidelines" which has a deadline date for written comments of January 27, 2020.

Documents:

Sustainable Ag Lands.Program.pdf

10.B. 11:00 AM LIBRARY SERVICES AGREEMENT

Discussion/direction/possible approval of contract between Plumas and Sierra County for library services. (SUPERVISOR HUEBNER)

Documents:

ROP Library Contract.pdf

10.C. 11:30 AM BIOMASS PRESENTATION

Steve Frisch-President of the Sierra Business Council: Presentation of white paper on biomass utilization in the Sierra Nevada; recap of regional activities around biomass utilization; and discussion of proposed biofuels project in Sierra County.

Documents:

Biomass Presentation.pdf

11. **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.

11.A. Resolution approving the Sierra County Mental Health Services Act (MHSA) Fiscal Year 2019-2020 Annual Up-Date to the Three-Year Program and Expenditure Plan 2017-2020. (BEHAVIORAL HEALTH)

Documents:

2019-2020 MHSA Update Board.pdf

11.B. Resolution ratifying the appointment of a temporary employee to be hired at an E step. (PUBLIC HEALTH)

Documents:

E Morgan E Step Board.pdf

11.C. Resolution of appreciation to Donald S. Russell on his retirement as editor of the Mountain Messenger newspaper after 29 years. (SUPERVISOR ADAMS)

Documents:

Mtn Mess Resolution.pdf

11.D. Sierra County Child Care Local Planning Council's (LPC) Certification Statement regarding composition of LPC membership. (CLERK OF THE BOARD)

Documents:

LPC Certification Statement.pdf

11.E. Minutes from the regular meeting held on December 17, 2019. (CLERK-RECORDER)

Documents:

12172019 minutes.pdf

11.F. Minutes from the regular meeting held on January 7, 2020. (CLERK-RECORDER)

Documents:

01072020 minutes.pdf

12. **CORRESPONDENCE LOG**

12.A. Application for Alcoholic Beverage License submitted by James Edward Roos for the St. Charles Place.

Documents:

ABC Application - St. Charles Place .pdf

ADJOURN

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

MEETING DATE: January 21, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Resolution authorizing receipt of one-time funding to initiate Whole Person Care Capacity

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

BACKGROUND INFORMATION: Please see attached memo.

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $440,139.43 N/A

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Lea Salas, Administrative Director
Reference: Agenda Item
Date of memo: January 13, 2020
Date of Board Meeting: January 21, 2020

Requested Action: Resolution authorizing receipt of one-time funding to initiate Whole Person Care Capacity

Mandated by:

Funding
Budgeted? YesX No

Revenue	$440,139.43	One-time funding to initiate Whole Person Care Capacity
Expenses	$440,139.43	One-time funding to initiate Whole Person Care Capacity
Difference	0	

Background Information: In November 2016, California implemented Whole Person Care Pilots to address the needs of high risk populations. Since then 25 counties have successfully implemented a customized program that coordinates heath, behavioral health and social services to improve Medi-Cali beneficiary's health outcomes. Small counties were encouraged to apply for these pilots in November of 2019. Sierra County Behavioral Health sent a letter of interest to not only to partner with Social Services and Health, but to include High Sierra Family Resource Center and the Loyalton Senior Center to meet the needs of those mutually served individuals in our community programs with the goal of improving health and wellbeing for the underserved populations.

Some of the areas that we are looking at to utilize these funds are Housing services and supports, program governance, training, data collection and analysis, marketing materials, recuperative care, respite care, activities of daily living, staffing, consultants, health navigators to name a few.

On December 26, 2019 the department received a notification that our letter of intent was accepted. Sierra County's allocation is $440,139.43 to be used to develop and implement this program. The County is given 5 years to spend these funds with a final expenditure report due 90 days after the full expenditure of said funds. The County may spend these funds within the first year or anytime within the 5 years.

We are requesting that we are given the opportunity to work with our community partners to develop a plan to bring back before the Board for approval to proceed. In the interim we are required to submit the attached resolution as a final funding agreement for these one-time funds.

Potential Issues to consider:

Alternatives or Impacts of disapproval:

State of California—Health and Human Services Agency
Department of Health Care Services

RICHARD FIGUEROA
ACTING DIRECTOR

GAVIN NEWSOM
GOVERNOR

December 26, 2019

Lea Salas, Administrative Director of Behavioral Health
Sierra County Behavioral Health
P.O. Box 265
Loyalton, CA 96118

APPROVAL FOR ONE-TIME FUNDING TO INITIATE WHOLE PERSON CARE CAPACITY

Dear Ms. Salas:

The purpose of this letter is to notify you that the Department of Health Care Services (DHCS) has approved your request for One-Time Funding to Initiate Whole Person Care Capacity within your county.

Please submit a signed Board of Supervisors Resolution by January 31, 2020. The allocation of funds totaling $440,139.43 is expected to be processed no later than March 31, 2020 and will be available for final encumbrance or expenditure by June 30, 2025.

A final evaluation and summary report is due 90 days after the full expenditure of funding. The report shall include the disposition of funds, the services provided and the number of individuals served.

If you have any questions regarding this approval, please contact the 1115WholePersonCare@dhcs.ca.gov mailbox.

Sincerely,

Dana Durham
Policy and Medical Monitoring Branch Chief
Managed Care Quality Monitoring Division

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

IN THE MATTER OF AUTHORIZING RECEIPT OF ONE-TIME FUNDING TO INITIATE WHOLE PERSON CARE CAPACITY

RESOLUTION NO. 2020-

WHEREAS, California's Whole Person Care Pilot Program coordinates health, behavioral health and social services in a patient-centered manner with the goal of improved beneficiary health and well-being.

WHEREAS, Low-income and/or Medi-CAL populations are more likely to experience a multitude of health, behavioral health, and social needs, requiring them to seek care across multiple and fragmented systems.

WHEREAS, the need for a Whole Person Care approach arose due to unmet social, behavioral health, and health needs within vulnerable populations, and from the existing fragmentation of organization and financing of current health and human services systems.

WHEREAS, California has successfully worked with twenty-five (25) Whole Person Care Pilot programs to provide target populations with a range of comprehensive services and supports to address unmet needs and improve the quality and outcomes of high-risk populations.

WHEREAS, the 2019-20 Governor's Budget encourages additional counties to initiate Whole Person Care-like pilot capacity with a one-time funding allocation and multi-year spending authority through June 30, 2025 from the Mental Health Services Fund.

WHEREAS, the Department of Health Care Services (DHCS) will provide start-up funding to counties that are not currently participating in the state's Whole Person Care Pilot program based on a county's demonstration of interest and letters of support from local partners within the county.

WHEREAS, the Department of Health Care Services (DHCS) has approved Sierra County's request for One-Time funding to Initiate Whole Person Care Capacity and has been allocated $440,139.43.

NOW THEREFORE BE IT RESOLVED, the Sierra County Board of Supervisors authorizes receipt of one-time funding to initiate Whole Person Care Capacity.

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

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

COUNTY OF SIERRA

_____
JIM BEARD, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK TO THE BOARD

APPROVED AS TO FORM:

_____
DAVID PRENTICE
COUNTY COUNSEL

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

MEETING DATE: January 21, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Approval of Escrow General Provisions document with Old Republic Title Company for the purchase of the manufactured/mobile home for the wellness center.

SUPPORTIVE DOCUMENTS ATTACHED: ☒Memo ☐Resolution ☐Agreement ☒Other
Escrow General Provisions document

BACKGROUND INFORMATION: Please see attached memo

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Lea Salas, Administrative Director
Reference: Agenda Item
Date of memo: January 13, 2020
Date of Board Meeting: January 21, 2020

Requested Action: Approval of Escrow General Provisions documents with Old Republic Title Company for the purchase of the manufactured/mobile home for the wellness center.

Mandated by:

Funding
Budgeted? YesX No

Revenue		
Expenses		
Difference	0	

Background Information: Sierra County has entered in to an agreement with Old Republic Title Company for the purchase of the manufactured/mobile home for the Wellness Center. Old Republic has requested the attached General Provisions documents be signed and returned. It was recommended by County Counsel that the Board Chair sign the attached document.

Potential Issues to consider: None

Alternatives or Impacts of disapproval:

OLD REPUBLIC TITLE COMPANY

A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

200 Auburn Folsom Road, Suite 205 • Auburn CA • 95603 • (530) 885-7770 • FAX (530) 302-9012

January 2, 2020

COMPLETE ALL PAGES
SIGN AND RETURN

County of Sierra
P.O. Box 1019
Loyalton, CA 96118

Re: Escrow No.: 2123029657-SP
Location: 704 Mill Street, Loyalton, California 96118

Dear :

An escrow has been opened with Old Republic Title Company for the purchase of the manufactured/mobile home referenced above. In order to accomplish the timely close of your transaction, the following documents must be completed, executed and returned to our office. A self-addressed, return envelope is provided for your use and convenience.

* Escrow General Provisions

The following documents should be retained for your records:

* Receipt No. 73425 for the amount of $183,881.00

You are encouraged to discuss requirements for hazard insurance with your lender and insurance agent. The lender will require evidence of coverage prior to funding your loan.

Your prompt attention to these matters is appreciated. The more timely and complete the documents are returned, the better we can serve you. Thank you for allowing Old Republic Title Company the opportunity to be a part of your transaction. If you have any questions, please do not hesitate to contact our office.

Sincerely,

Shawna Perry, Escrow Officer

Enclosures: as noted above
Via U.S. Postal Service

SP/rb
Buyer Open Letter - MH

GENERAL PROVISIONS

The following general provisions shall apply in this escrow:

1. Deposit and Disbursement of Funds. The parties acknowledge and agree that all funds received in this escrow shall be deposited in accordance with instructions provided by the parties in accordance with Sub-Section A or B, herein into an escrow account maintained by Old Republic Title Company (Old Republic or Escrow Holder) as follows:

A. Notice of Option to Earn Interest in Interest Bearing Account

All parties have the opportunity to earn interest on funds they deposit with Escrow Holder through a special interest bearing account arrangement (IBA) Old Republic has established with one of its depository banks. The current interest rate for these accounts is 1.25% per annum. This rate, however, will fluctuate periodically with market conditions and may change prior to or during the time the account is open. (**NOTE**: Parties may also select a depository bank of their own choice.)

Parties electing to exercise the option to earn interest in an IBA must request and submit fully completed "Instructions to Deposit Funds Into Interest Bearing Account" and provide a signed Form W-9. Upon receipt of both the fully executed Instructions and the Form W-9, Escrow Holder will place the parties' initial deposit and any subsequent deposits in the IBA at its FDIC insured depository bank in the name of Old Republic as Trustee for the Depositor(s) under the escrow number assigned to the transaction. Until such time as escrow is in a position to disburse or close escrow as provided herein, any accrued interest shall be credited to the account of the depositing party. The parties acknowledge and agree that there shall be a service charge for the establishment and servicing of the IBA and further, that deposit insurance provided by the Federal Deposit Insurance Corporation is subject to limitations.

Parties electing to earn interest through this special account arrangement will be charged an **additional minimum fee of $45.00** to establish and maintain the account. This fee compensates Old Republic for the employee time and costs associated with the IBA, opening the account, obtaining signature(s), preparing correspondence/documentation, transferring funds, maintaining appropriate records for audits/reconciliations, and closing the account. **It is important that the parties consider this cost in making this decision because the cost may exceed the interest earned.** To help approximate the interest that will be earned, simply multiply the interest rate per day by the estimated number of days until closing.

Example: A Regular savings deposit of $1,000.00 at an average interest rate of 2.0 per annum for a 30 day period

Deposit	x Rate	/ Annual	x Days	= Total interest earned
$1,000.00	x .02	/ 360	x 30	= $1.67

Parties who elect to earn interest but want their funds invested in another bank and/or another type of interest-bearing account must advise Escrow Holder to make appropriate arrangements. However, the additional fee for these types of accounts will vary, but in no event exceed $75.00.

B. No Interest on Funds in General Escrow Trust Account

Parties electing not to exercise the option to earn interest will simply communicate their choice by not requesting submitting fully completed and signed "Instructions to Deposit Funds Into Interest Bearing Account" and W-9 form, per Section 1.A. above, and, as such, it shall constitute their instruction to place the deposited funds into Old Republic's General Escrow Trust Account, which consists of funds from other escrows in one or more non-interest bearing but federally insured escrow trusts accounts in Old Republic's name in a duly licensed state, or national bank or savings and loan association ("depository institution") selected by Old Republic and such funds may be transferred to any other such account(s). A General Escrow Trust Account is restricted and protected against claims by third parties or creditors of Old Republic.

The parties acknowledge and agree that: (i) the maintenance of such General Escrow Trust account(s) may result in Old Republic receiving certain financial benefits, some or all of which may otherwise be considered interest due to the parties under California Insurance Code § 12413.5, along with various other bank services, accommodations and/or other benefits from the depository institutions, and (ii) Old Republic or its affiliates may elect to enter into other business arrangements or transactions with, or obtain loans for investment or other purposes from such depository institutions and that Old Republic shall have no obligation to account to the parties for the value of any such services, accommodations or other benefits which may accrue to Old Republic from such arrangements or transactions.

Finally, all disbursements are made by Escrow Holder's check or wire transfer unless otherwise instructed in writing, and the disbursement of funds may not take place on the same business day as recordation of the document. While Escrow Holder will diligently attempt to complete all disbursements within one business day of recordation, the parties acknowledge that recordation may not be completed with sufficient time to meet the established cutoff times for electronic transfer of funds or delivery by overnight mailing, which could result in the accrual of additional interest for any loan payoff.

2. Prorations and Adjustments. The parties acknowledge and agree all prorations and/or adjustments called for in this escrow are to be made on the basis of a thirty (30) day month unless otherwise instructed in writing. At closing, Escrow Holder may adjust estimated amounts and prorations and other items that may change based on the closing date. In all acts relating, but not limited to, fire/hazard insurance, rents and rental deposits, property taxes, and interest, Escrow Holder shall presume that the information provided to Escrow Holder by the parties to this escrow, or their agent(s), is correct and that insurance premiums have been paid.

3. Authorization to Furnish Copies. The parties authorize Escrow Holder to furnish copies of these instructions and any supplements thereto, notices of cancellation, and settlement statements to the real estate agent(s), broker(s) and lender(s) in this escrow. Escrow Holder is further authorized to provide complete copies of the settlement statements which reflect all receipts, charges and disbursements pertaining to the buyer and seller in this escrow to the real estate agent(s), broker(s) and lender(s) in this escrow.

4. Delivery of Non-Recorded Documents. The parties acknowledge and agree that upon close of escrow, documents that are not required to be recorded may be delivered by Escrow Holder by depositing same in the United States Mail, or transmitting by email, addressed to the party entitled thereto, at the mailing address provided to Escrow Holder.

5. Conflicting Instructions. The parties acknowledge and agree that upon receipt of any conflicting instructions (other than cancellation instructions), Escrow Holder is no longer obligated to take any further action in connection with this escrow until further consistent instructions are received from the parties. The parties authorize Escrow Holder to hold all monies and/or instruments in this escrow until otherwise directed, either by the parties' mutual written instructions or by final order of a court of competent jurisdiction. In the event of conflicting claims to any funds or other documents, Escrow Holder shall have the absolute right, at Escrow Holder's discretion, to file an action in interpleader requiring the parties to answer and litigate their several claims and rights amongst themselves. Any such action must comply with the requisite statutes of the State of California in this regard.

6. Disclosure. The parties acknowledge and agree Escrow Holder shall have no duty to disclose to any party to this escrow any information which may come to Escrow Holder's attention concerning this transaction unless specifically requested to do so by any party.

7. Right of Cancellation. This escrow shall be deemed canceled upon Escrow Holder's receipt of any party's instruction to cancel the escrow. Upon receipt of a party's instructions to cancel the escrow, Escrow Holder shall distribute Cancellation Instructions to the parties or to their agents regarding the disbursement of funds in the escrow. The parties acknowledge Escrow Holder then is no longer obligated to take any further action in connection with this escrow until receipt of mutual non-conflicting instructions from the parties. Upon receipt of mutual, non-conflicting instructions regarding the disbursement of funds in the escrow, Escrow Holder shall disburse the funds in accordance with the instructions, less fees and other costs incurred in connection with the escrow. In the absence of non-conflicting instructions regarding the disbursement of funds in the escrow, the parties authorize and instruct Escrow Holder to hold all earnest money funds in accordance with the terms of

Paragraph 6 above. However, Escrow Holder may distribute all funds in excess of earnest money to the depositors of the funds or their assignees at Escrow Holder's sole discretion.

8. Entire Agreement. The parties acknowledge and agree these General Provisions and the escrow instructions received and accepted by Escrow Holder shall be the whole and only agreement between the parties and Old Republic Title Company regarding the obligations of Escrow Holder to complete this escrow and shall supersede and cancel any prior instructions. Escrow Holder shall disregard and assume no responsibility for complying with any other agreement(s) between the parties, whether or not such agreement(s) have been made a part of this escrow. To the extent of any conflicts between these General Provisions and escrow instructions, and any other agreement(s) between the parties, these General Provisions and escrow instructions shall control as to the Escrow Holder's duties and obligations.

9. Compliance with Federal and State Laws and Regulations, including Truth in Lending Act and Consumer Credit Protection Laws. The parties acknowledge and agree Escrow Holder is not responsible or liable for determining that any person or entity is subject to Federal and State laws and regulations or that any documents submitted to or deposited with Escrow Holder comply with such laws and regulations.

10. Licensee Status. The parties acknowledge and agree Escrow Holder is not responsible or liable for determining that any person or entity receiving a commission or other compensation from escrow is currently and regularly licensed, or for communicating the license status of any person or entity receiving a commission or other compensation from escrow to the parties herein.

11. Unclaimed Funds. The parties acknowledge and agree that after three (3) years from the deposit of funds into escrow, any amounts thereafter remaining unclaimed may be escheated to the State of California in compliance with the State of California's Unclaimed Property Law and Regulations.

12. Fees and Charges. The parties agree to pay all charges, billings, advances and expenses, including cancellation fees, that are properly chargeable to the undersigned, and further to pay any balance for fees, costs or shortages due in connection with these instructions.

13. Payments From Escrow. The parties acknowledge and agree Escrow Holder is acting as the disbursing agent of the parties to this escrow for all payments, such as, but not limited to, commissions, signing service providers, notary fees and termite inspections and/or reports, owed and authorized by the parties.

14. Inspections. The parties acknowledge and agree Escrow Holder has no obligation to order or obtain any of the inspections or reports required by this transaction.

15. Contingencies. The parties acknowledge and agree Escrow Holder has no obligation to monitor, schedule the timing of, or obtain any party's compliance with, any of the contingencies required by this transaction.

16. Compliance with Lender Requirements. The parties authorize Escrow Holder to take any action necessary to comply with these instructions and the instructions of any lender and to execute any and all documents that may be necessary or incidental to the carrying out of these instructions.

17. Right to Resign. Escrow Holder, at its election, shall have the right to resign as Escrow Holder under these instructions. If this right is exercised, all funds and documents may be returned to the party who deposited them, and Escrow Holder shall have no further duty, responsibility, or liability in connection with these instructions and purchase contract, if any.

18. Professional Advice. The parties acknowledge and agree they have the right to seek professional advice, at the parties' sole expense, before signing this or any other documents involved with this escrow transaction.

Buyer(s):

County of Sierra, a California Corporation

By:_____
, President

_____

Received: Old Republic Title Company

By: _____ Date: _____

WE'VE GONE "GREEN"

Please provide us with your email address so that we may email you a full set of the signed documents.

Email:_____

OR

I would prefer a hard copy mailed at close.

Please mail to: _____

_____

Shawna Perry, Escrow Officer

T: 530.885.7770 | F: 530.302.9012 | EXT.I: 42591 | TEAMPERRY@ORTC.COM

Old Republic Title 200 Auburn Folsom Road | Suite 205 | Auburn, CA 95603

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

MEETING DATE: January 21, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Discussion and Direction regarding reinstating Sierra County as a Veteran's Services Office (VSO)

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

BACKGROUND INFORMATION: Please see attached memo.

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Lea Salas, Administrative Director
Reference: Agenda Item
Date of memo: January 13, 2020
Date of Board Meeting: January 21, 2020

Requested Action: Discussion and Direction regarding reinstating Sierra County as a Veteran's Services Office (VSO)

Mandated by:

Funding
Budgeted? YesX No

Revenue		
Expenses		
Difference	0	

Background Information: In 2014 Sierra County relinquished the Veterans Service Office and funding. Our current Veteran's advocate has increased service capacity and linkages to our surrounding VSO in Nevada and Plumas County. Based on current Veteran's Services it is the recommendation that Sierra County, through Mental Health Services Act, reinstitute a VSO Locally. This would mean that we would have to apply to the state to create this office with Board of Supervisor approval. Based on the allocation in 2014 it is understood that the contribution from the State VSO was $22,000 with a 50% county match.

Potential Issues to consider: No general fund impact.

Alternatives or Impacts of disapproval: Comprehensive service through the VSO would not be available, only linkage to service.

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

MEETING DATE: January 21, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Annual update of Sierra County's Tobacco Use Reduction Program

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

BACKGROUND INFORMATION: Please see attached memo.

FUNDING SOURCE: 0515610
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: 5660
AMOUNT: $591,181.00 Annually

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Vickie Clark, Director
Reference: Agenda Item
Date of memo: January 13, 2020
Date of Board Meeting: January 21, 2020

Requested Action: Annual Update of Sierra County's Tobacco Use Reduction Program

Mandated by: Proposition 99 - Health and Safety Code Sections 104350-104480, 104500-104545; and Revenue and Taxation Code Sections 30121-30130; Proposition 56- Revenue and Taxation Code Section 30130.55 and 30130.57

Funding

Budgeted? YesX No

Revenue	$591,181	**Tobacco Use Reduction Program**
Expenses	$591,181	**Budget attached**
Difference	0	

Background Information:

Sierra County's Tobacco Use Reduction Program is aimed at improving tobacco education, enacting tobacco policy, and lowering the access to and use of tobacco products among youth and community members and exposure to second-hand smoke. Sierra County's Tobacco Use Reduction Program underwent a revision for its scope of work and budget for the 2019/2020 fiscal year. The scope of work revision allows the program to expand activities and work more cohesively with existing programs/organizations. The budget revision enabled the program to allocate money toward the new activities; but also included budgeting a roll-over of $263,116 on top of the 19/20 fiscal allocation. The new scope of work and budget are provided to inform the Board of programming efforts and budget distributions.

Potential Issues to consider:

None: The budget and scope of work have been approved by the State.

Alternatives or Impacts of disapproval:

None: The budget and scope of work have been approved by the State.

Sierra County Tobacco Use Reduction Program
Scope of Work
2017-2021 (Revised 2019)

Objective 1: (primary objective)

By June 30, 2021, at least one jurisdiction in Sierra County (the unincorporated area or the City of Loyalton) will adopt and implement a policy that prohibits the sale or distribution of electronic smoking devices (ESDs) and the sale of flavored tobacco products.

Activity
Coordination/Collaboration Activities
Conduct 3-4, 30-45 minute presentations to (2 - 6) attendees from public health programs and communi...
Participate in required HSHC trainings and webinars provided by the California Tobacco Control Progr...
In collaboration with the coalition, hold one (1) meeting 2-4 hours in length to complete the Commun...
Contact the ROVER library annually and conduct a literature review for any recent information about ...
Community Education Activities
Participate in 2-3 community events, such as community street fair(s), local sporting events, health...
Conduct 2-3 educational presentations on e-cigarettes and flavors for 30 minutes each, for parents o...
Conduct four educational visits annually, approximately 5 to 10 minutes in length, to retailers rega...
TURP staff and/or guest speakers will conduct 1-3 educational sessions annually to community organiz...
Educational Materials Development
Create and print an ESD fact sheet that includes information about flavors and review/update annuall...
Incentives
Distribute 200 - 300 incentive materials to those who participate in tobacco activities/outreach/edu...
Policy Activities
Conduct a 2-4 hour strategic planning session with rural community partners, coalition members, work...
Conduct 2-3, 30 minute indirect educational visits with members of the Sierra County Board of Superv...
Consult with Public Health Law Center to develop a model legislative policy that prohibits sales of ...
Staff, guest speakers, and/or coalition members will provide an educational presentation for 10-20 m...
Host 1-3 town hall meetings to engage board of supervisors, community leaders, community members, co...
Training/Technical Assistance Activities
Conduct 1-2, 6 -8 hours of training with 2-6 rural youth and adults who will collect HSHC store data...
Provide logistical support to coordinate 1-3 local trainings, 1-2 hours in length, for coalition, yo...
Paid Media Activities
Customize 2-3 existing anti-tobacco television (TV), digital, radio, print and/or outdoor advertisin...
Earned Media Activities
In coordination with CTCP and other local lead agencies (LLAs) in the region, plan and conduct one r...

Objective 2:

By June 30, 2021, By June 30, 2021, three organizations in Sierra County that serve mental health, substance use, family, senior and/or low income clients will adopt and implement a voluntary 100% tobacco free policy.

Activity
Coordination/Collaboration Activities
In collaboration with the coalition, hold one (1) meeting 1-2 hours in length to complete the Commun...
Community Education Activities
Staff, Coalition members and/or work group partners will attend 2-4 meetings (such as the Planning C...
Educational Materials Development
Create a one-page infographic about the benefits of tobacco free campus policies that will be distri...

Develop educational packets and distribute 7 to 10 educational packets annually about tobacco free p...
Collaborate with Tobacco Education Clearinghouse of California (TECC) to develop sample smoke-free s...
Incentives
Distribute 200-300 incentive materials to youth and/or adults who participate in activities in suppo...
Policy Activities
Conduct two strategic planning sessions lasting 3 to 4 hours with community partners and stakeholder...
Training/Technical Assistance Activities
Develop and implement two trainings (pre and post observation) lasting 1 hour for 1-2 youth and youn...
In response to requests (i.e. worries about second-hand/drifting smoke, tobacco litter) from the pub...
Paid Media Activities
Customize one digital or print ad about the benefits of tobacco free policies and place the ads on w...
Earned Media Activities
Staff, volunteers and/or coalition members will develop and submit one (1) opinion editorial to both...

Objective 3:
By June 30, 2021, The Tobacco Use Reduction Program will create at least one partnership annually with an organization serving or addressing low income, health, education, families, social services, nutrition, alcohol and other drugs, behavioral health, religious groups, businesses or coalition to address smoke-free policies, tobacco retail restrictions, other tobacco-related policies, tobacco-related determinants of health and capacity building. Each partnership will implement a collaborative event (e.g. symposium, conference, health event) to address tobacco control and health inequities.

Activity
Coordination/Collaboration Activities
Weekly, log onto Partners to identify upcoming trainings, new information and advocacy campaign tool...
Provide funding to Sierra County Libraries (Sierra City, Loyalton) to annually purchase fiction and ...
In collaboration with the coalition, hold one (1) meeting 1-2 hours in length to complete the Commun...
Facilitate 5-10 of coalition meetings each year to strategize recruitment methods, identify new pote...
Conduct 1-3 small group meetings with each newly recruited member to the coalition, to review the or...
Annually staff and/or coalition members will recruit and maintain 1-3 new coalition members to parti...
Community Education Activities
Participate in 3 to 10 community events, annually, with community partnerships to provide tobacco ed...
Conduct 2 to 3 educational visits annually approximately 20-40 minutes in length to 3 - 12 youth inv...
Maintain and update the Sierra County Tobacco Use Reduction webpage two times annually, posting prog...
Conduct 3-6, 15-20 minute trainings for coalition members, community members, collaborative partners...
Distribute one fact sheet 25-30 times annually about smoke-free policies, tobacco retail restriction...
Contract with an appropriate community partner to develop a "spoken word" contest to involve at leas...
Distribute information regarding the HSHC campaign, tobacco related issues, and/or tobacco legislati...
Educational Materials Development
Create 2-3 fact sheets to educate youth, parents and retailers about tobacco retail restrictions and...
Develop 1-3 recruitment postcards, membership sign-up forms, logos and/or corresponding materials th...
Develop and maintain a new coalition orientation packet and distribute to a minimum of 1-4 new coali...
Incentives
Distribute 200-300 incentive materials to youth and/or adults who participated in activities to supp...
Policy Activities
Participate in biennial Information and Education Days at the State Capitol to educate legislators f...
Recruit 2-5 youth to attend the California Youth Advocacy Network's (CYAN) annual YouthQuest, where ...
Training/Technical Assistance Activities
Provide 1-2, 1 to 3 hour trainings for approximately 3-7 coalition members, community members, agenc...

Paid Media Activities
When appropriate, collaborate with TECC and community partnerships such as but not limited to the Fa...
In collaboration with the coalition and CTCP Media Unit develop advertising material (type to be det...
Annually place 1 to 3 paid yearbook advertisements that focus on youth leadership and advocacy in to...
Provide media promotion for two or more Sierra County events run by qualifying government or nonprof...
Earned Media Activities
Staff, volunteers and/or coalition members will develop and submit 2 to 3 articles annually regardin...

Objective 4:

By June 30, 2021, By June 30, 2021, at least one health care campus in Sierra County will include tobacco use assessment questions in their client intake procedures and utilize the "Ask, Advise, Refer" protocol to refer clients who smoke to the California Smokers' Helpline. Additionally, at least one organization will systematically implement evidence-based tobacco cessation treatment program

Activity
Coordination/Collaboration Activities
Link providers to the University of California San Franciso's Rx for Change online trainings regardi...
Conduct 1-3 meetings for 30 minutes to participating organizations with intake protocol to educate a...
**Contract with an organization that provides Certified Tobacco Treatment Specialist training for certification of behavioral health specialists, WIC coordinator, nurses, medical professionals and other health professionals to provide cessation care to Sierra County residents.
Attend and promote webinars hosted by the California Smokers' Helpline (CSH) and The Center for Toba...
Community Education Activities
Promote Tobacco Awareness Month/Great American Smokeout (November), and Through with Chew Week (Fe...
Educational Materials Development
Place 2 to 6 tobacco use prevention, secondhand smoke and cessation messages on county vehicles, sen...
Create and distribute 4-6 educational packets for public/behavioral health clinicians, including exi...
Develop, print and distribute a 1-844-8-NO-VAPE card and distribute throughout Health and Human Serv...
Policy Activities
Conduct one 2-4 hour strategic planning session with Coalition members, community partners and/or ot...
Create and/or adapt a model policy that addresses the adoption and implementation of an assessment, ...
Training/Technical Assistance Activities
Provide 1 to 3 hours of technical assistance (TA) (e/g/ research, policies from other counties, part...

**A Tobacco Treatment Specialist has completed an intensive training program accredited by the Association for the Treatment of Tobacco Use and Dependence (ATTUD). This growing group of professionals have an advanced and specialized skillset that makes them a valuable addition to any interdisciplinary team that treats individuals for tobacco dependence. The TTS may engage not only in providing treatment but also in educating others (health care professionals, administrators, scientists, smokers, nonsmokers) about tobacco dependence treatments.

- The CTTS course is provided by Colorado University's Behavioral Health and Wellness Program. To bring the CTTS training to Sierra County, a minimum of 20 participants with a health interest/background need to be registered. Sierra County is looking in to hosting the course summer of 2020.
- **To reach the minimum 20 participants:**
    - Plumas County has expressed interest and may be able to send eligible personnel
    - Alpine County has expressed interest and may be able to send one to two personnel
    - The LOOP (a program funded by California Tobacco Control Program) is interested in sending personnel to Sierra County for the training
    - Nevada, Lassen and Mono County will be contacted

Sierra County Tobacco Use Reduction Program
Budget Justification
2017-2021 (Revised 2019)

Item	FY 17/18	FY 18/19	FY 19/20	FY 20/21	Total Budget	Intended % Use
Personnel Costs						
Project Coordinator	$ 54,281	$ 58,224	$ 64,503	$ 59,388	$ 236,396	100%
Fiscal Administrator	$ 10,182	$ 10,416	$ 11,643	$ 6,444	$ 38,685	50%
Community Outreach Coordinator	$ 9,784	$ 15,454	$ 23,845	$ 55,044	$ 104,127	100%
Internal Evaluation Project Manager	$ 0	$ 0	$ 8,828	$ 7,488	$ 16,316	100%
Project Director	$ 0	$ 0	$ 14,729	$ 0	$ 14,729	100%
Health Assistant	$ 0	$ 0	$ 4,234	$ 0	$ 4,234	100%
Fringe Benefits						
Approximately 48%-60%	$ 44,592	$ 51,552	$ 76,669	$ 74,451	$ 247,264	100%
Operating Expenses						
CTCP Communications Network (PARTNERS)	0	$ 0	$ 3,871	$ 0	$ 3,871	20%
Space Rent/Lease	$ 1,879	$ 1,901	$ 13,435	$ 1,987	$ 19,202	32%
Communications	$ 4,020	$ 3,771	$ 5,008	$ 3,780	$ 16,579	45%
Office Supplies	$ 600	$ 1,350	$ 3,800	$ 600	$ 6,350	50%
Printing	$ 1,390	$ 0	$12,780	$ 1,390	$ 15,560	75%
Project Director Association Dues	$ 2,000	$ 0	$ 0	$ 0	$ 2,000	100%
Postage	$ 510	$ 0	$ 5,780	$ 510	$ 6,800	35%
Equipment Lease/Rental	$ 2,183	$ 0	$ 2,400	$ 2,400	$ 6,983	100%
Equipment Expenses						
Equipment	$ 1,287	$ 1,902	$ 30,953	$ 360	$ 34,502	21%
Travel/Per Diem and Training						
Project Travel/Training	$ 1,785	$ 0	$ 29,727	$ 100	$ 31,612	40%
CTCP Travel/Training	$ 0	$ 2,061	$ 19,055	$ 4,719	$ 25,835	40%
Required CTCP Travel/Training	$ 1,110	$ 3,778	$ 11,333	$ 838	$ 17,059	60%
Out-of-State Travel	$ 0	$ 0	$ 5,087	$ 0	$ 5,087	20%
Subcontracts and Consultants						
External Evaluator	$ 14,999	$ 20,800	$ 20,800	$ 20,800	$ 77,399	80%
County Counsel	$ 0	$ 0	$ 1,000	$ 500	$ 1,500	100%

Community Partnerships	$ 1,076	$ 0	$ 22,476	$ 1,000	$ 24,552	50%
University of California San Diego	$ 10,300	$ 0	$ 995	$ 0	$ 11,295	0%
Guest Speaker	$ 0	$ 7,025	$ 17,913	$ 0	$ 32,438	25%
Cessation Training	$ 0	$ 0	$ 84,176	$ 0	$ 84,176	40%
Other Costs						
Educational Materials	$ 81	$ 483	$ 1,118	$ 230	$ 1,912	85%
Incentives	$ 400	$ 850	$ 9,000	$ 500	$ 3,250	85%
Paid Media	$ 109	$ 0	$ 29,559	$ 9,153	$ 38,821	68%
Booth Rental/Facilities Fees	$ 0	$ 0	$3,402	$ 600	$ 4,002	50%
Membership/Subscriptions	$ 405	$ 500	$ 1,350	$ 1,500	$ 3,755	37%
Facilities Rentals	$ 150	$ 1,050	$ 600	$ 600	$ 2,400	100%
Implementation of Proposition 56	$ 0	$ 743	$ 0	$ 0	$ 743	100%
Indirect Expenses						
25%	$ 29,509	$ 33,912	$ 51,112	$ 50,703	$ 165,236	100%
TOTAL			**$ 591,181**			$ 405,335 (68%)

*"intended percent use" - the amount the program intends to use in 2019/2020 out of the available total budget. The intended percent use is a prediction of spending; actual line item spending may be lower or exceed this estimate.

Jamie Franceschini

From: Jessica Harris
Sent: Monday, January 13, 2020 9:17 AM
To: Jamie Franceschini
Subject: FW: Sierra

Jamie,

This is the email that we would like to attach with the memo.

Sincerely,
Jessie

Jessica Harris, MPH
Public Health Program Manager
Sierra County Public Health Department
(530) 993-6709
jharris@sierracounty.ca.gov

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From: Ramos, Ramonda@CDPH [mailto:Ramonda.Ramos@cdph.ca.gov]
Sent: Monday, December 23, 2019 10:51 AM
To: Jessica Harris <jharris@sierracounty.ca.gov>
Subject: RE: Sierra

Hi Jessica
Thank you for your email.
LLAs cannot decline part of the allocation money. Yes, there is a requirement to spend Prop. 56 funds first. Please let me know if you have additional questions.

From: Jessica Harris <jharris@sierracounty.ca.gov>
Sent: Friday, December 20, 2019 1:51 PM
To: Ramos, Ramonda@CDPH <Ramonda.Ramos@cdph.ca.gov>
Subject: RE: Sierra

[EXTERNAL MESSAGE] FROM: jharris@sierracounty.ca.gov
Only open links and attachments from known senders. Do not provide your username or password. To report suspicious emails, click "Report Phish" button.

Ramonda,

Thank you for emailing me back regarding our PPI's. Speaking with our fiscal department, we are wondering if we can accept prop 56 funds and decline prop 99 funds, as we currently have $517, 000 thousand in prop 99. Additionally, we were wondering if prop 56 is still first dollar?

Sincerely,
Jessie

Jessica Harris, MPH
Public Health Program Manager
Sierra County Public Health Department
(530) 993-6709
jharris@sierracounty.ca.gov

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From: Ramos, Ramonda@CDPH [mailto:Ramonda.Ramos@cdph.ca.gov]
Sent: Thursday, December 19, 2019 3:43 PM
To: Jessica Harris <jharris@sierracounty.ca.gov>
Subject: RE: Sierra

Hi Jessica
I'm sorry I missed your call earlier, as I was in a meeting all day. I'm catching up on my emails and just heard your voice mail. Do you want to reply with your question? I'll be leaving soon and will only be in on Monday next week.

Thank you.

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
January 21, 2020	☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Introduction and first reading of proposed ordinance amending the Sierra Brooks Water System regulations currently in place to conform County regulations to the requirements of the new Sierra Brooks Water System Project.

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

BACKGROUND INFORMATION: Ordinance is not available at the time of board agenda submittal.

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

BOARD OF DIRECTORS
COUNTY SERVICE AREA 5, ZONE 5A
COUNTY OF SIERRA
STATE OF CALIFORNIA

ORDINANCE NO. ___

ORDINANCE GOVERNING AND PROVIDING REGULATIONS, RULES, RATES, AND CHARGES GOVERNING THE USE, OPERATION, MAINTENANCE AND MANAGEMENT OF PROPERTY, PARKS AND RECREATION FACILITIES, STREET LIGHTS, FACILITIES, EQUIPMENT, EASEMENTS, AND OTHER RESPONSIBILITIES, INCLUDING THE SIERRA BROOKS PUBLIC WATER SYSTEM, OF COUNTY SERVICE AREA 5, ZONE 5A

THE BOARD OF DIRECTORS OF COUNTY SERVICE AREA 5, ZONE 5A ORDAINS as follows:

<u>Ordinance Section One</u>: Chapter 8.50 and Section 8.60 of the Sierra County Code are hereby amended as provided herein:

<u>Ordinance Section Two</u>: Chapter 8.40 entitled Administration shall be added and enacted as follows:

Chapter 8.40-County Service Area Zone Creation and Administration

Section 8.40.___ - County Service Area Zone Created

The Sierra County Board of Supervisors by its Resolution 672 adopted June 1, 1956, formed Sierra County Service Area 4 pursuant to the County Service Area Law (Government Code Sections 25210.1 and following) and provided for various types of extended services that may be performed within the County Service Area. Subsequently, the Sierra County Board of Supervisors by its Resolution 71-21 adopted April 20, 1971 established Zone 4A with County Service Area 4, which has been renamed County Service Area 5, Zone 5A.

The Sierra County Board of Supervisors shall be the Board of Directors of County Service Area 5, Zone 5A and shall be responsible for setting policy and general administrative procedures of the County Service Area Zone. The General Manger of the County Service Area Zone shall administer and carry out the policies and procedures set by the Board of Directors. The Board of Directors shall maintain minutes of meetings, records of its adoption of any Resolutions, Ordinances, Fees, Policies, and Procedures, and all other appurtenant records and the Clerk of the Board of Directors shall be the Sierra County Clerk. The Board of Directors shall maintain a budget and shall be governed by the same rules and regulations as the County of Sierra and the Treasurer-Tax Collector

and the Auditor for the County Service Area Zone shall be the Sierra County Treasurer-Tax Collector and the Sierra County Auditor. The General Manager of the District shall be the County Director of Public Works/Director of Transportation. The General Manager shall administer, implement, and enforce the provisions of the ordinances of the District and any powers granted to or duties imposed on the General Manager may be delegated by the General Manager to persons in the employ of the County and/or County Service Area Zone.

Ordinance Section Three: Chapter 8.60 of the Sierra County Code entitled "Streets, Drainage Easements, and Recreation and Public Use Easements" shall be added and enacted as follows:

Chapter 8.60-Streets, Drainage Easements, Recreation and Public Use Easements (Reserved)

Ordinance Section Four: Chapter 8.70 of the Sierra County Code entitled "Street Lights" shall be added and enacted as follows:

Chapter 8.70-Street Lights (Reserved)

Ordinance Section Five: Chapter 8.80 of the Sierra County Code entitled "Parks and Recreation" shall be added and enacted as follows:

Chapter 8.80-Parks and Recreation (Reserved)

Ordinance Section Six: Chapter 8.90 of the Sierra County Code, is hereby enacted as follows:

Chapter 8.90-Sierra Brooks-County Service Area 5, Zone 5A-Water System Regulations

8.90.____ General Policy and Responsibilities

The County Service Area (hereinafter "CSA") will exercise reasonable care and diligence to deliver to its customers a continuous and sufficient supply of potable water at the required pressure at the point of service connection and to avoid interruptions in service or shortages. The CSA shall not be liable for interruptions, shortages, insufficiency of supply, lack of potable water, fluctuations or variations in pressure, or any loss or damage occasioned thereby.

The entire water system up to the service connection to each individual service, including the water meter assembly, shall be under the exclusive control and management of the CSA. When the CSA finds it necessary or convenient to make repairs or improvements to its system, the CSA shall have the right to temporarily suspend the delivery of water. Repairs or improvements shall be made as rapidly as practical and at such times as will reasonably minimize inconvenience to the customer.

Connections and water use shall be made in accordance with the provisions of the CSA rules, regulations, ordinances, regulations, policies, and specifications. No person shall connect, substantially increase, or alter the use of water without making application to the CSA, securing a water service permit and paying applicable charges. No person other than duly authorized representatives of the CSA or Fire Department shall open or draw water from any CSA service, including fire hydrants, without prior written approval and payment of applicable charges. Use of water from fire hydrants for any use other than firefighting or for hydrant maintenance by CSA or fire department personnel is prohibited. The CSA shall not be responsible for any loss or damages directly or indirectly resulting from or caused by the proper, improper or negligent installation, operation, use, repair or maintenance of water facilities or equipment by the customer or any other person.

Whenever any construction or activity is being performed contrary to the provisions of this ordinance, the General Manager shall issue written notice to the responsible party to stop work immediately on that portion of the construction on which the violation has occurred. No work shall proceed on that portion until corrective measures have been taken and have been approved by the General Manager.

The CSA or its authorized agents or employees shall have access at all reasonable times to enter the customer's property for any purpose associated with the provision of water service, including inspection of the same to observe and determine that the CSA water ordinances and regulations are being observed and implemented.

No person shall place on any water pipeline, or pipeline easement, any obstruction, such as wires, fences, trees, or buildings or improvements, which may impede or otherwise interfere with the CSA's ready access to any portion of its water system. Upon CSA's written request, such obstruction shall be immediately removed by the property owner or their agent at no cost to the CSA or, at the CSA's option, shall be removed by the CSA at the owner's expense.

8.90.___ _ Water System Service Application and Fees

(a) Application for water service shall be made in writing and shall include a completed application form as provided by the General Manager. Upon payment of any required fees, the water service connection shall be installed by CSA employees. The initial schedule of fees, as contained herein shall be instituted as of the effective date of this ordinance. Said fees shall remain in effect unless otherwise amended or repealed, by the adoption of a resolution of the Board of Directors.

(b) Fees are hereby established and shall be imposed for the following activities and/or service provided by the CSA to real property or the owners of real property, as follows:

<u>New Water Service</u>	
Will Serve Letter	$50
Water Meter (3/4 inch)	$575
Shut Off Valve at Box	$100

Fire Sprinkler "T" at Box	$100
Connection Fee	$150
Capacity Building Fee	$0
Service Call (Minimum of 2 Hours)	$100

Miscellaneous Costs Related to Services*	
Will Serve Letter	$50
Annual Backflow Certification Inspection/Certification	$50
Single Service Meter Box	$2500
Double Service Meter Box	$3200
Lateral Installation	$ CSA Cost

*These costs may not be necessary as determined by General Manager

* Offsite water use is prohibited unless pre-approved in writing by the General Manager. Any such use shall require a deposit in an amount of not less than $500.

Miscellaneous Water Services	
Will Serve Letter	$ 50
Annual Back Flow Device Certification	$50
Service Call-Regular Hours	$50 per hour
Service Call-After Hours	$75 per hour
Disconnect Fee	$100
Reconnect Fee	$50
Water Restrictor Installation	$200
Bulk Water Sale	$5.00 per 1000 gallons
Fire Sprinkler Inspection at Certificate of Occupancy	$50

Unless otherwise expressly provided, fees shall be paid in advance of service. Where fees are not paid in advance of service they shall be promptly billed by the General Manager and shall be due and payable within thirty (30) days of the date of the bill to the affected property owner or person. Bills unpaid after thirty (30) days shall have a ten percent (10%) one time late fee added to the bill and the adjusted amount (bill and late fee and any interest) shall thereafter earn interest at the rate of one percent (1%) per month, which shall be added at the end of each month.

A connection fee will be paid at the time that the service connection is made to the real property. No connection will be made and no building permit shall be issued until this connection fee is paid in full.

Water meters shall be required to be installed on all new service connections. The cost for water meter installation shall be charged at the time of application for a new water service to serve the building permit application for the primary residence on the property.

A water shut-off valve shall be installed outside of meter boxes by the CSA for any new water service. A second water shut-off valve shall be installed at a location close to the residence so as to allow convenient access to the shut off valve by the owner. The cost and installation of the shut-off valve at the residence shall be a responsibility of the property owner. Proper operation of the water valve shall be inspected by the CSA or the County. A properly installed and functioning shut-off valve shall be a condition of continued water service and failure to install such an improvement may be a basis for terminating water service to the property until such time as the water shut-off valve has been installed.

All water service connections shall be required to accept conditions of pressure and service as is provided by the CSA water system at the point of connection. The CSA shall not be liable for any damages arising from high or low pressures and the property owner may install pressure increaser or pressure reducer improvements at the residence.

Section 8.90. _____ Water Service Connections, Improvements, Fire Sprinkler Systems

Water service shall be issued to any parcel containing a residence (EDU) or where the customer is proposing to build a residence (EDU). The CSA shall, at the cost to the property owner requesting water service to the property and collected in advance as a fee, install the lateral (if required) and shall install a water meter, water shut off valve at the water box, fire sprinkler "T" at the water box, and any required water meter box (single or double) at property corners or where property corners are infeasible, at property lines as designated by the General Manager. Only duly authorized employees or agents of the CSA are permitted to install service pipes from system mains, valves, meters, or install meter/valve boxes from the system mains to the designated valve box/meter box. Any work or connections made without approval of the CSA shall be considered as unauthorized and shall be immediately disconnected by the CSA. All equipment within the valve/meter box, including the valve/meter box, and any piping from the meter/valve box to the mains, shall be considered property of the CSA.

The property owner is solely responsible for all trenching, pipelines, shut-off valves, and any required backflow prevention devices and/or valves preventing cross connections. In the event that residential sprinkler systems are proposed on an existing or proposed residence, a minimum two (2) inch lateral is required to be installed to the meter. From the meter, a dedicated pipeline, independent from the residential service line to the residence, is required to serve any residential fire sprinkler system. When required, the CSA will install a "T" on the owner's side of the meter for use by the owner in providing the required dual lines to the residence-one for residential water service and one for serving the residential fire sprinkler system. A backflow device shall be required for any installation of a residential fire sprinkler system, and this backflow prevention device shall follow the specifications outlined in this ordinance. The backflow device shall be inspected annually and certified as to its satisfactory operation. The General Manager may waive

a backflow device in those instances where the residential sprinkler design is using residential service water without any oils, anti-freeze, or other additives and in such cases, the fire sprinkler system shall be located within a freeze-free location within the residence where ambient temperatures during winter are maintained above freezing.

Water service connections will not be allowed to be connected to garages, travel trailers, fifth wheels or like vehicles, tents, storage sheds, or other improvements on a parcel. Water service connections shall not be installed on parcels that will contain a proposed residence unless and until a County Building Permit has been duly issued; the Architectural Review Committee of the Sierra Brooks Property Owners Association has granted its approval of the development of the parcel; and, a water service application has been approved by the CSA.

Water service to second residential units, guest houses, and caretaker residences, if authorized by County zoning laws, shall be served by a separate service and meter. The base rate and fees for an individual water service established herein at $19.58 per month (base rate) shall be required to be paid by the owner for the water service to serve these uses, or as amended by the Board.

All work from the point of ownership (meter box) of the customer to the outside of the foundation of the customer's residence shall be inspected by the CSA and/or the County Building Department. This customer service line or in the case of a fire sprinkler system, the customer service lines, shall not be covered at any point without inspection and approval by the CSA. The installation must be tested for leakage.

Section 8.90. _____ Water Service to Multiple Parcels or Merged Parcels

If any owner owns multiple properties that are contiguous to each other and are vacant, the base water monthly service charges of $19.58 per month as set forth in this ordinance shall not be charged for any parcel unless and until there is a new water service application request from the owner for water service to any one or all of the vacant parcels. The owner of any vacant parcel shall only receive a water service to one or all of the vacant parcels when the owner has submitted a water service application for each of the parcels that the owner desires to connect to the water system and shall pay any fees or charges, including the costs of installation of the water service and meter. The owner of each parcel for which a service connection is installed by the CSA shall be required to pay the monthly service charge as set forth in this ordinance for each parcel receiving a water service.

Any vacant multiple parcels under the same ownership or any vacant merged parcels containing a water service to one or all vacant lots and where no water meter or approved meter assembly exists, shall be provided an approved water service only when a water service application is made to the CSA and paying all fees or charges required by this ordinance, including the costs of installation of the water meter assembly. The General Manager shall be empowered to cause the disconnection of any such water service connections to vacant parcels for which a meter and meter assembly is not in place within the meter/valve box. This does not apply to a parcel which is part of multiple parcels under one ownership or merged parcels under one ownership, which contains a primary residence

(EDU).

Multiple parcels which are merged, resulting in one parcel, shall not be entitled to maintain more than one water service connection. In the case of a developed parcel that is merged with adjacent and undeveloped parcels, any water service connection that may have been in existence prior to the effective date of the merger shall be discontinued and the General Manager shall cause its discontinued use and removal upon merger of the parcels.

Section 8.90. _____ Water Service to Vacant Parcels

(a)

Water service may be provided to vacant parcels only upon request of the owner. Any existing water service to a vacant parcel that does not have an approved water service permit; that does not contain a meter; and, does not have an approved water meter assembly that meets minimum water service requirements of this ordinance shall not be considered an approved installation. A water service application and payment of all fees shall accompany any request for water service made to the CSA for a vacant parcel. The owner shall pay for the installation of the water service and meter, and shall pay the monthly water service charge. The existence of a water valve and/or water box upon a vacant parcel does not constitute implementation nor approval of service of water delivery to the vacant parcel and shall be disconnected until such time that a water service application is filed with the CSA and a meter installed at the service box. A water service application is required to authorize serving a vacant parcel with water and once a water meter is installed, the service of water to the parcel shall be authorized. Once the meter is installed by the CSA and the service is authorized and charged, the owner shall be required to pay the monthly water service fees and shall be charged the base rates established in this ordinance.

If an owner owns a single vacant parcel, the base water rate as set forth in this ordinance of $19.58, shall not be charged unless and until there is a water service application made to the CSA with payment of all fees and charges, including the cost of the installation of the meter and meter assembly for water service.

If an owner has an approved water service to a vacant parcel and subsequently decides to merge the vacant parcel with a contiguous parcel(s) that contains an approved water service to a residence, the service to the vacant parcel shall be terminated and removed. If the merger involves two or more vacant parcels, only one service shall be permitted to the merged parcel that formerly contained two or more parcels. In such a case, any services that previously existed shall be terminated, except one water service which may remain to serve the new parcel configuration representing the merger.

Water service and use of water on a vacant parcel for dust control shall be prohibited unless the dust control is required as part of any approved grading activity on the parcel or to temporarily contain dust while an improvement (road, storage building, etc) is being developed on the property..

Section 8.90. _____ Cross Connection and Backflow Prevention

The CSA shall have the regulatory responsibility for the protection of the public potable water distribution system from contamination or pollution due to the backflow of contaminants or pollutants through the water service connection. If in the judgment of the General Manager an approved backflow prevention assembly is required at the customer's water service connection for the safety of the water system, the General Manager shall give the customer notice in writing to install an approved backflow prevention assembly at the customer's property and at the expense of the customer/owner of the parcel.

It is unlawful for any person, firm, or corporation at any time to make or maintain or cause to be made or maintained, temporarily or permanently, for any period of time whatsoever, any cross connection between plumbing pipes and/or water fixtures being served with water by the CSA and any other source of water supply or to maintain any sanitary fixture or other appurtenances of fixtures which, by reason of their construction, may cause or allow backflow of water or other substances into the water supply and/or distribution system of the CSA and/or the service of water pipes or fixtures of any customer of the CSA.

Section 8.90. ____ Water Use, Base Rate Established, Meter Reading, Payments, Disconnection of Service

Property owners and/or residents shall not re-sell or enter into any contract to resell, any water originating from the CSA. Water use shall not be transferred to any property other than the property for which the original water service to the property is/was specified.

Water lines not owned and maintained by the CSA shall be kept in good order and repair by the owner. Persons wasting water due to defective pipes or valves or leaks in pipes may be refused delivery of further water until such conditions are corrected.

Fees, rates, and charges for base charges, water consumption charges, and fees, rates, and charges imposed by the CSA as part of its routine billing shall be based on a schedule of fees (late fees, non-payment, water turn-off, water re-start, delinquency charges, liens, etc) adopted by resolution of the Board of Directors of the CSA. User fees and charges shall be billed to the owner of the property served regardless of who is deriving the benefits from, submitting payment for, or receiving the water service as a result of the water connection. The base monthly rate for water service connections shall commence on the first day of each month and shall be $19.58 per month which allows consumption up to 50,288 gallons of water per month. Water consumption in excess of this base rate shall be charged to the owner at a rate of $2.27 per 1000 gallons above the base rate of 50,288 gallons of water. Water consumption in an amount less than the base rate of 50,288 gallons cannot be credited nor carried over to another month.

Water service charges billed monthly for water service cannot be paid in one lump sum annually nor can these fees be carried on the annual County tax bill for payment. Water meters will be read monthly by the CSA and monthly billings will be distributed on the 15th day of each month,

containing charges for the prior month consumption of water from the CSA and any other charges (late fees, delinquent charges, etc) determined to be appropriate by the CSA. There is no option for any "seasonal disconnections" nor any other form of "discount" in water service charges and all service connections shall be required to pay the base rate of $19.58 per month whether or not water was consumed. Customers shall be billed for water service on a monthly or on a quarterly basis, as determined by the CSA. Bills from the CSA will be rendered monthly based on consumption to the nearest 100 gallons. The CSA may choose to implement meter reading and billing based on a quarterly cycle if the CSA finds that such would be in the best interest of the CSA and if approved by the Board of Directors. If for any reason, a meter cannot be read on the regular reading date, the customer will be billed at the minimum rate of $19.58 per month, and at such time as the meter is again accessible on the correct reading date, the meter shall be read and billing adjusted accordingly. The CSA shall be responsible for meter reading and meter maintenance while all billing and collections shall be provided to the CSA by the County Treasurer-Tax Collector. The specific process for meter reading, transfer of information on water consumption, software interaction with the billing and collection process, rates, fees, and charges, time limits, disconnections and reconnections, and other polices governing the billing and collection process shall be set forth by Resolution of the Board of Directors.

Disputes over water consumption fees paid and/or over any assessed charges paid to the CSA may be appealed in writing to the County Treasurer-Tax Collector and any written appeal must be received by the County Treasurer Tax Collector within ten (10) days of the date of billing being contested. The decision of the County Treasurer-Tax Collector shall be rendered in writing within ten (10) days of the decision on the appeal but no longer than twenty (20) days after receipt of the written appeal. Any decision of the County Treasurer-Tax Collector may be appealed to the Board of Directors of the CSA by providing written notice to the Board of Directors within ten (10) days of receipt of the decision of the County Treasurer Tax Collector on the appeal. The Board of Directors at its next public meeting shall hear the appeal and render a decision within thirty (30) days of the hearing. No publication nor formal mailed notice of the date which the CSA Board of Directors will undertake consideration of the appeal is required for the hearing, other than to the party filing the appeal. Such notice to the appellant shall be no less than ten (10) days prior to the scheduled hearing on the appeal. The fees being contested must have been paid and any appeal for any fee not paid shall be grounds for dismissal of the appeal.

Water service may be disconnected and shut off if fees and charges are not paid in full by the 20th day of the month following the month in which the billing has not been paid. A disconnect fee and a re-connection fee shall be charged to the owner for any water service required to be disconnected as a result of non-payment of fees. Without prejudice to any other right, remedies, or relief given or granted to the CSA, the CSA may terminate water service for non-payment of delinquent service charges, penalties, interest and finance charges provided the CSA gives notice of the delinquency and impending termination of water service , at least ten (10) days prior to the proposed termination by mans of personal service or notice mailed postage prepaid to the customer to whom the service is billed, not earlier than nineteen (19) days from the date of mailing the CSA's bill for services, and the ten-day period shall not commence until five (5) days after the mailing of the notice. Every notice of termination of water service pursuant to this ordinance shall include the following information:

1. Name and address of customer whose account is delinquent
2. Amount of the delinquency
3. Date by which payment or arrangements for payment is required in order to avoid termination of water service
4. Procedure by which the customer may initiate a complaint or request an investigation concerning service or charges and the procedure by which the customer or owner may request amortization of the unpaid charges
5. Procedure by which the customer may request amortization of the unpaid charges
6. Procedure for the customer to obtain the information on availability of financial assistance, including private, local, State, or Federal sources, if applicable
7. Telephone number and email address of a representative of the CSA who can provide additional information arrangements for payment

The CSA shall make a reasonable and good faith effort to contact an adult person residing at the premises of the customer by telephone or personal contact, at least 48 hours prior to any planned termination of water service, except that, whenever telephone or personal contact cannot be accomplished, the CSA shall give, by mail, in person, or by posting in a conspicuous location at the premises, a notice of termination of water service, at least 48 hours prior to termination.

If a leak or other condition caused a significant over-run of water consumption in a given month, a one-time leak adjustment may be issued by the General Manager upon receipt of a written explanation from the owner describing the cause and the corrective action taken to prevent further water loss. The General Manager may or may not approve the one time leak adjustment and the summary of findings and decision of the General Manager shall be conveyed in writing to the owner of property who requested the one-time leak adjustment.

Water service may be discontinued by the CSA for any of the following reasons:

1) Where apparatus, appliances, or equipment using water is dangerous, unsafe, or not in conformity with laws or regulations governing public water systems or the customer fails to maintain the customer's facilities in a suitable condition to prevent the waste of water;
2) Where water consumption is greatly in excess of past averages or seasonal use and where such excessive demands by one customer is or may be detrimental or injurious to the water service furnished to other customers;
3) If there is a fraud in securing a water service or a serious abuse of water use that is not corrected after written notice from the General Manager;
4) If such discontinuance directly affects health and safety and conditions warrant such action;
5) Delinquency in the payment of any bill and/or failure to make payment of required charges, fees, and assessments requiring the County Treasurer-Tax Collector to recommend immediate discontinuance of water service;
6) Any unprotected, actual, or potential cross connection or lack of adequate backflow protection or maintenance of backflow prevention devices
7) Upon request of the owner to have water shut off, and in such cases, the CSA shall shut off the water and read the meter within 72 hours of the request and a closing bill will be prepared and transmitted to the owner however, the monthly bases rate will continue to be

billed to the property owner whether or not water is used;

8) A parcel is vacant and contains an old or non-compliant water service that does not have an approved water service permit, a water meter installed, and the installation does not comply with the installation specifications herein.

When water service is disconnected for any reason, a reconnection fee shall be paid prior to restoration of water service.

When an abnormally large quantity of water is desired for filling a swimming pool, pond, or for other purposes, arrangements must be made with the CSA prior to taking such water. Permission by the General Manager to allow a customer to take water in large quantities shall be granted only if it can be safely delivered through the CSA's facilities; only if the water system is not in an emergency or otherwise critical water rationing or conservation phase; or, if other customers are not inconvenienced.

Section 8.90. ____ Wells within the CSA

There exists thirty eight (38) parcels that exceed one (1) acre in size and which formerly qualified for the ability to serve the parcel by an individual water well. Wells for those parcels as of the effective date of this ordinance, that have an existing domestic water well serving water to an authorized residence on the parcel (EDU) shall be contacted in writing by the General Manager requesting that the owner make a determination if the parcel and residence are to receive a water service from the CSA or if the parcel will only be served by the existing domestic water well. Those parcels that are vacant and do not have a domestic water well in existence on the parcel and serving water to an existing residence as of the effective date of this ordinance shall be prohibited from drilling a domestic water well and shall be required to be served water by the CSA.

Property owners who have an existing domestic water well that is connected to a residence and who opt to not connect to the CSA water system, may at any time in the future, request a new water service permit to connect the parcel to the CSA water system. Water from the CSA water system will only be connected by the CSA to the parcel upon submittal of a water service application and payment of all required fees for a new water system connection. The existing well on the property shall either be formally abandoned or be allowed to co-exist with a new water service connection by installation of a backflow prevention device in accordance with this ordinance. The CSA shall confirm separation of the well from any potential cross connection to the CSA water system; shall confirm that the backflow prevention device is operational; shall confirm that only the CSA water system is connected to the residence; and, shall routinely inspect the property to assure compliance with this ordinance. At no time may any connection between the well and any pipelines or fixtures associated with the well be connected to the service line from the meter to the residence. The backflow prevention device shall be certified annually and the certification shall be provided annually by the owner to the CSA. The cost for certification of the backflow prevention device shall be a responsibility of the owner.

Owners who are served by individual water wells shall be exempt from the payment of monthly water base rate charges. If the owner determines that CSA water service is desired in the future

and submits a water service application to connect to the CSA water system, the owner shall then be required to begin paying the monthly base rate service charges once the connection is installed by the CSA.

Wells within the boundaries of the CSA are prohibited as of the effective date of this ordinance. Exceptions to this prohibition include any well developed by the CSA for water to serve the CSA or any well proposed for development by the State of California, Department of Fish and Wildlife to serve management needs for the Smithneck Creek Wildlife Management Area that is located within the boundaries of the CSA.

Section 8.90. _____ Water Conservation Policy

A water conservation policy and regulations are hereby established and shall apply to all real property receiving water from the CSA water system. The water conservation policy shall be administered and enforced by the General Manager or designee so designated by the General Manager.

Section 8.90. _____ Water Conservation Phases

The water conservation policy shall consist of four (4) phases regulating the outside use of water which is defined as any use other than the use of water inside of a residence, including but not limited to irrigation of lawns and landscaping (irrigation sprinkler systems, sprinklers attached to a garden hose, flood irrigation by garden hose); sports fields; gardens; washing vehicles, decks, driveways, sidewalks, buildings, or other like surfaces; filling of pools or ponds; and similar water use. The four (4) phases of water conservation are defined as follows:

1) **Phase One-Voluntary**: This is a voluntary water conservation program where property owners and residents served by the CSA, during all months of the year, are requested to practice and conduct outside irrigation/watering conservation. Irrigation of lawns and landscaping would be authorized on Tuesdays, Thursdays, and Saturdays of each week for odd numbered addresses and on Wednesdays, Fridays, and Sundays of each week for even numbered addresses. No outside watering would occur at any time on Mondays of any week during summer months defined as May through October of each year. There would be no watering for any dust control purposes and no irrigation of native landscaping. Outside irrigation during the authorized and stated days (odd or even numbered addresses) would be limited to the time periods between 5:00 am through 10:00 am and 5:00 pm through 10:00 pm. No outside irrigation would be authorized during the hours before or after these stated hours of each day.
2) **Phase Two-Mandatory**: This is a mandatory water conservation program where property owners and residents served by the CSA would be required to follow specific outside water use regulations. During this phase, all requirements outlined in “Phase One-Voluntary”

section shall be mandatory and there shall be no washing of decks, driveways, sidewalks, buildings, or other like surfaces unless accomplished by use of a pressure washer that has a functioning shut-off nozzle that is automatic and water is not running on the surface of the ground. Washing of boats, vehicles, trailers, or other like equipment is permissible only when washing is accomplished through use of hoses with nozzles providing automatic or manual shut off and water is not running on the surface of the ground. No ponds or swimming pools may be filled during this phase. This phase is not intended to prevent property owners or residents from hand-watering (not through use of any sprinklers) landscape plants, plants in containers, pots, or planters. Hand watering is permissible so long as the hose being used contains a nozzle providing automatic or manual shut off and watering is not being conducted by flood irrigation, sprinkler systems, or by sprinklers being left in operation. This phase is not intended to restrict watering of vegetable gardens so long as such watering is not accomplished by use of sprinklers or flood irrigation and there is no waste of water occurring.

3) **Phase Three-Declaration of Drought**: If conditions of drought are identified by official order or proclamation by the Governor or State Water Resources Control Board, the General Manager is authorized to issue notification to property owners and residents of the CSA that additional watering restrictions will be implemented and enforced; phase two restrictions will be enforced and additional restrictions may be imposed that implement further prohibitions for outside use of water, including days and times of day. The General Manager will request ratification of the additional regulations at the next regular meeting following receipt of any official order, drought declaration, or proclamation from the Governor.
4) **Phase Four-Emergency**: This is water conservation where it is determined by the General Manager that a critical water shortage exists or some other bona fide emergency condition exists that requires immediate and effective water conservation to maintain the maximum water levels necessary for public health and safety. During this phase, all phase one and phase two regulations will be in effect and the General Manager is authorized to post notices and implement and enforce additional outside water use restrictions, including prohibition on any outside water use during the term of the emergency condition. The General Manager will request ratification of any imposed additional regulations as well as ratification of continuing this phase of water conservation at the next regular meeting, or any special meeting, called by the Board of Directors.

Section 8.90. _____ Manager's Authority to Implement Phases

The General Manager may unilaterally impose phase two restrictions for a period not exceeding thirty (30) days and phase three restrictions for a period not exceeding fourteen (14) days and should the General Manager determine that a period in excess of the time frames specified may be required, a special meeting of the Board of Directors shall be conducted to determine the need for additional restricted periods. Periods in excess of those authorized to be imposed by the General Manager must be approved by the Board of Directors. This does not have any effect upon a compliance order or emergency order issued by the State of California.

The General Manager shall have the Authority to impose phase three restrictions for a period not

exceed 14 days, during which time a special or regular meeting of the Board of Directors shall be convened, at which time the Board may determine that it is necessary to continue the phase three restrictions.

Section 8.90. _____ Notification

Notification of any phase one or two requirements may be provided by a sign located at the entrance to the Sierra Brooks Subdivision, by mailers or by a newsletter, or by other such means as the General Manager deems appropriate. Phase three requirements shall include all notification provided for phase one or two requirements and shall also include posting of notices on each property containing a valid service connection and/or the use of posters or pamphlets or street signs.

Section 8.90. _____ Violations of Water Conservation Policies and Remedy

(a) Phase one restrictions are voluntary and there shall be no action taken for violation of its provisions.

(b) Phase two restrictions, when imposed, shall be enforced by the General Manager, and as determined necessary, when a violation has occurred or is in the process of occurring, a notice of violation shall be served in writing to the owner of property causing the violation. If any violation continues after the issuance of a notice of violation, the General Manager shall impose any or all of the following:

1. An administrative penalty shall be assessed in the amount of $250 for each day that the violation is occurring.

2. Installation of a flow restriction device on the service line to the property that is subject of the violation and located within the meter box maintained by the County Service Area.

3. Termination of service and disconnection of the water service to the property

Violation of any phase three restrictions are hereby declared to be a hazard to public health and safety and shall result in the General Manager issuing a written notice of violation to the property owner causing the violation. In the event that a property owner fails to immediately correct the violation as directed in the notice of violation, the general manager shall impose the remedies and/or administrative penalties for phase two violations. In addition the General Manager shall have the authority to disconnect the water service which shall be preceded by a written notice of intent to disconnect issued to the property owner prior to the actual disconnection of the service; provided however, in the case of the imminent failure of the water system due to lack of water, the General Manager shall have authority to immediately disconnect service for a property in violation of the water restrictions. If the water service is disconnected, a notice of disconnection shall be posted on the property and no re-connection shall occur until the fees as required by resolution of

the Board of Directors have been fully paid.

Section 8.90. _____ Appeals

Any property owner who is subject to a notice of violation may appeal the determination of the General Manager to the Board of Directors. The appeal shall be in writing and shall be filed with the Sierra County Clerk-Recorder, with a copy to the General Manager, no later than ten (10) days after the date of the notice of violation has been served (by personal service or by mail) on a property owner. During the processing on any appeal, the decision of the General Manager shall remain in full force and effect.

Any appeal filed shall be processed in accordance with the County's Appeal Procedures outlined in the County Code and any fees imposed to cover the cost of the appeal shall be provided by the party filing the appeal at the time of filing of the appeal.

Section 8.90._____ Enforcement

(This section reserved)

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

Introduced at a regular meeting of the Board of Directors held on the _____day of _____, 2020 and passed and adopted by the Board of Directors of County Service Area 5 of the County of Sierra, State of California, on the ____ day of _____2020 by the following roll call vote:

AYES: Supervisors
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

_____
JAMES BEARD
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____
DAVID A. PRENTICE
COUNTY COUNSEL

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

MEETING DATE: January 21, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Resolution of Appreciation honoring Mr. Dennis Marsh, County Road Superintendent, and recognizing his retirement from County Service effective December 5, 2019.

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

BACKGROUND INFORMATION: Resolution will be available at the meeting.

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

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

MEETING DATE: January 21, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Authorization for Supervisor Paul Roen to continue as Sierra County's program contact under the North Yuba Forest Partnership Memorandum of Understanding (MOU).

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

BACKGROUND INFORMATION: The attached MOU currently lists Supervisor Roen as the Chairman of the Board of Supervisors as the program contact. In an attempt to maintain consistency, Supervisor Roen would like to continue as the program contact for the MOU rather than having to update the MOU every year when the County appoints a new Chairman of the Board.

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

MEMORANDUM OF UNDERSTANDING
by and among
THE NATURE CONSERVANCY, SOUTH YUBA RIVER CITIZENS LEAGUE, YUBA WATER AGENCY, NATIONAL FOREST FOUNDATION, BLUE FOREST CONSERVATION, CAMPTONVILLE COMMUNITY PARTNERSHIP, NEVADA CITY RANCHERIA NISENAN TRIBE, and SIERRA COUNTY
and
THE USDA, FOREST SERVICE
TAHOE NATIONAL FOREST
Regarding the
NORTH YUBA FOREST PARTNERSHIP

This MEMORANDUM OF UNDERSTANDING ("MOU") is hereby made and entered by and between The Nature Conservancy ("TNC"), South Yuba River Citizens League ("SYRCL"), Yuba Water Agency ("Yuba Water"), National Forest Foundation ("NFF"), Blue Forest Conservation ("Blue Forest"), Camptonville Community Partnership ("CCP") Nevada City Rancheria Nisenan Tribe, Sierra County, and the United States Department of Agriculture ("USDA"), Forest Service, Tahoe National Forest ("U.S. Forest Service"), hereinafter referred to as a "Party" or "the Parties."

The North Yuba River watershed is located in California's northern Sierra Nevada and includes approximately 312,960 acres of land, of which 241,000 acres of land is managed by the U.S. Forest Service. The watershed includes significant forest habitat, is an important source of water to downstream users, supports high biodiversity, includes numerous communities, and offers excellent opportunities for recreation and human enjoyment.

Many forests in the North Yuba watershed are unhealthy. They are overstocked with small trees and brush and at risk of high-severity wildfire due to fire suppression and historic timber harvesting practices, exacerbated by climate change. As a result, communities and infrastructure within the watershed are at significant risk. Forests once characterized by large, widely-spaced trees and beneficial, low-to-moderate severity fire are now dominated by non-fire resilient stands of vegetation ranging from dense thickets of small trees and brush to overstocked forests with significant ladder fuels. This greatly increases the likelihood of destructive wildfire causing significant damage to human communities and watershed health. In addition, many homes and communities have been built within and near the forests, making it challenging in some locations to protect lives and property from high-severity wildfire and to allow the use of prescribed fire or managed wildfire as a management tool. Recognizing that community safety and forest health are complementary and interrelated, the Forest Service and other public and private stakeholders (including but not limited to private landowners) are acting together to reduce wildfire risk and protect communities, but the pace and scale of such activities need to be significantly increased given the geographic scope and severity of the problem.

In consideration of the foregoing recitals and their respective agreements set forth below, the Parties agree as follows:

I. PURPOSE

The purpose of this MOU is to document the commitment of the Parties to cooperate, communicate and work together to promote healthier, more resilient forests within the North Yuba River watershed. Specifically, the Parties are interested in developing and implementing a forest restoration and fuels reduction project for Forest Service lands within the North Yuba watershed (the "Project"), in coordination with private landowners and other stakeholders.

The principal goals of the Project are (1) to improve and restore forest health and resilience, (2) to reduce the risk of high-severity wildfire, (3) to protect and secure water supplies, and (4) to protect communities from the effects of high-severity wildfire and climate change. While this MOU does not obligate any Party to commit funds or take any specific actions, the Parties intend to develop specific agreements to address funding, resource sharing, and other commitments to advance the Project.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

The mission of the U.S. Forest Service is to sustain the health, diversity, and productivity of the nation's forest and grasslands to meet the needs of present and future generations. This mission includes all aspects of forest management to include watershed health and community safety for the economic and social benefit of the American people.

The Nature Conservancy (TNC) is a private, non-profit corporation incorporated in the District of Columbia and devoted to conserving the lands and waters on which all life depends. TNC has significant scientific and management expertise through the dedicated efforts of its diverse staff, including more than 600 scientists, located in all 50 U.S. states and more than 70 countries. TNC is deeply involved in numerous collaborative forest restoration projects, fire learning projects and many other direct partnership efforts to expand conservation and restoration of National Forest System lands.

South Yuba River Citizens League (SYRCL) has a mission to unite the community to protect and restore the Yuba River watershed. Through this work SYRCL has worked for 36 years to bring the community together to work on large watershed issues such as new dam proposals, water quality, restoration, and forest health. Today, SYRCL has an annual budget of $2.1 million that supports an Executive Director, Science Director and four science staff, a Development Team, an Outreach Team, a Finance Manager, and is home to the Wild and Scenic Film Festival. SYRCL works on large-scale restoration projects throughout the Yuba River watershed through its science-based restoration program.

The Yuba Water Agency (Yuba Water) is a local government agency. Yuba Water is committed to the sustainable management of water resources throughout the Yuba River watershed for flood risk reduction and reliable water supply, enabled through hydropower generation, in support of the environment and quality of life for the communities. Healthy forests are critical to a healthy watershed. Yuba Water is increasingly concerned with the escalating threat of wildfires due to its impact on communities and on water supply and water quality. Yuba Water is working collaboratively on several initiatives to reduce the risk of catastrophic wildfires and make the Yuba Watershed one of California's first sustainable, actively managed watersheds.

The National Forest Foundation (NFF), chartered by Congress, engages Americans in community-based and national programs that promote the health and public enjoyment of our 193-million-acre National Forest System. Through the efforts within its Tahoe Headwaters Treasured Landscape, the NFF supports projects that increase the pace and scale of forest restoration, promote sustainable recreation, restore functioning aquatic ecosystems, and link science and action with community.

Blue Forest Conservation (Blue Forest) has a mission to develop financially sustainable solutions to environmental challenges. Founded in 2015, Blue Forest developed the Forest Resilience Bond (FRB) to address the need for investment in forest health on public and private lands across the Western U.S. while building the market for conservation finance. The goal of the FRB is to address extreme wildfire risk in forests while promoting healthy,

fire and climate resilient landscapes that are ecologically functional, protect source watersheds, and provide economic and environmental security to rural and urban communities. The FRB seeks a modest return for investors of restoration projects through innovative funding models such as pay-for-success and cost-sharing contracts. Collaborative support of projects through the FRB are based on the ecological and economic benefits of healthy forests to landowners, land managers, state and local governments, federal agencies, water agencies, and other stakeholders. Blue Forest is exploring how public-private partnerships can accelerate restoration work and realize non-monetary watershed benefits. These non-monetary benefits that advance the public (rather than private) good are of critical importance and have prompted the development of the FRB conservation finance partnership model.

Camptonville Community Partnership (CCP) is a rural non-profit located in the Sierra Nevada foothills of Yuba County, CA. CCP works with the community to deliver a variety of local programs. As such, CCP is working to develop the Forest Biomass Business Center (FBBC) through a community-driven process to build local, livable wage jobs and to reduce wildfire threat by making electricity from wood chips derived from sustainable forest methods. CCP is actively engaged with a diversity of project partners to develop the FBBC including the project site landowner, the Yuba Watershed Protection & Fire Safe Council, local, state and federal natural resource agencies including the Sierra Nevada Conservancy, Tahoe National Forest and Plumas National Forest, elected government officials, tribal representatives, regional environmental organizations including SYRCL, industrial timberland owners and operators, peer forest bioenergy projects, the National Forest Foundation, Blue Forest Conservation, the University of California Cooperative Extension, the Yuba Sutter Economic Development Corporation, Yuba County, Rural County Representatives of California, and the Governor's Office of Planning and Research.

Nevada City Rancheria Nisenan Tribe: The Nisenan are Indigenous to the Yuba River watershed where they have lived for countless generations prior to contact and long before the Gold Rush. Despite countless attempts to assimilate the Tribe, the Nisenan continue to exist as a Tribal unit, strive to express their ancient culture and seek connections with the landscape. Protecting Sacred sites within the Tribes territorial landscape is of extreme importance, as is community education and the reclamation of all aspects of Nisenan culture. The Tribe is governed by a Tribal Council and is further supported by the 501c3 CHIRP (California Heritage: Indigenous Research Project). The Nevada City Rancheria is recognized on the Native American Heritage Commissions list of State recognized Tribes. Forest health and management have always been central to the wellbeing of the Nisenan people. The Tribe's ability to navigate and manage resources was critical in living a sustainable, rich life within these watersheds; now is the time to rethink and relearn what a similar relationship could look like for us today. The Tribe believes it has something of value to bring to this conversation today as we all navigate climate change and reestablish our relationships with the land. For more information visit nisenan.org.

Sierra County includes the headwaters of the North Yuba River and has a critical role in participating in the North Yuba Forest Partnership. Sierra County's land use program, as expressed through the County General Plan, affords a maximum level of protection to scenic resources, wildlife and fisheries, water supply and quality, sustainable agriculture, forest and watershed health, air quality, and cultural and historic resources. The County has a specific code provision supporting resource industries including agriculture, mineral extraction, and timber-forest products and is equally committed to supporting and enhancing tourism and outdoor recreation. The County land ownership pattern shows nearly 70 percent National Forest System Lands shared between the Tahoe, Plumas, and Humboldt-Toiyabe National Forests and an additional 15 to 20 percent of land area shared between State Fish and Wildlife Management Areas or private resource lands restricted under the Land Conservation Act or the Forest Productivity Act. The county's highest priorities include reducing wildfire risk, enhancing forest and watershed health through implementation of fire resilient treatments, and protecting its rural communities. The County is devoted to supporting efforts to provide an effective pace and scale of treatments. As such, it is strongly committed to the

success of the Loyalton Biomass Plant and the continued development of research and development of a timber and forest products campus at Loyalton. The County maintains and places into practice a "hands-on" approach to projects and strives to collaborate with other public agencies, and at times, non-governmental organizations, on projects and initiatives to reduce the risk of catastrophic wildfires as well as other resource projects yet closely monitors project planning, development, and implementation to assure that the County is well-served.

III. AGREEMENT

A. The Parties will work together on the Project to promote ecologically-based, landscape-scale restoration and management of the forests within the North Yuba River watershed, focusing on lands owned and managed by the U.S. Forest Service and in coordination with private landowners. The principal goals of the Project are (1) to improve and restore forest health and resilience, (2) to reduce the risk of high-severity wildfire, (3) to protect and secure water supplies, and (4) to protect communities from the effects of high-severity wildfire and climate change.

B. By "ecologically-based forest management," the Parties mean the approach generally described in General Technical Reports PSW-GTR-220 and 237 (North et al. 2009, 2012). Ecologically-based forest management seeks to reduce the risk of uncharacteristic, high-intensity wildfire while also protecting and restoring watershed health and native biodiversity and promoting forest conditions that are more resilient to drought, climate change, and other disturbances. This approach aims to increase forest stand heterogeneity on a site-specific basis, and considers the inherent topographic features of the landscape, emphasizing the key ecological role that low-to-moderate intensity, beneficial fire provides in many conifer forests of the Sierra Nevada. Ecologically-based forest management, together with shaded fuel breaks, defensible space, land use planning, and other measures, can help protect communities from the impacts of high-severity wildfire.

C. The Parties will consider the best available science and other relevant information in developing and implementing a forest restoration plan for the North Yuba River watershed, including, but not limited to, recent research by McGarigal et al. (2018) on the historic range of variability within the watershed, forthcoming analyses from the Tahoe-Central Sierra Initiative, General Technical Reports PSW-GTR-220 and 237 (North et al. 2009, 2012), TNC's recent paper on ecological forestry (Kelsey 2019), and other research.

D. The Parties are interested in exploring and developing innovative approaches to project planning and analysis that are more efficient and less expensive than typical planning efforts on Forest Service lands, without compromising environmental safeguards and opportunities for public engagement. This may include, but is not limited to, undertaking analysis and planning at a landscape scale, developing programmatic documents that can be used to efficiently develop site-specific projects using tools like tiering and incorporation by reference, modifying existing requirements for conducting resource and cultural surveys, amending the existing land and resource management plan, and other measures.

E. The Parties share an interest in promoting local economic opportunities and employment as a by-product of undertaking ecologically-based forest management at a landscape scale. This may include, but is not limited to, using shrubs and small trees for biomass energy, making wood products from small and medium-sized trees removed to reduce the risk of high-severity wildfire and to promote forest resilience, and other efforts that improve the local economy based upon forest and watershed restoration.

F. The Parties will work together and coordinate to provide and secure sufficient funding, staffing, and other resources to develop, analyze and implement the Project. The Parties are interested in using new and innovative

approaches, which may include, but are not limited to, hiring consultants to undertake aspects of project planning, using in-kind contributions from the Parties, drawing upon state and local funding and staff resources under the Good Neighbor Authority and other authorities, and utilizing innovative financial mechanisms such as the Forest Resilience Bond developed by Blue Forest.

G. The Parties will coordinate and cooperate on issues relating to outreach and communications, with the goal of engaging stakeholders with interest in the Project, sharing information, and publicizing the Project. The Parties agree to recognize this collaborative effort in external communications by appropriately acknowledging that multiple parties are working closely together to advance the Project, by including other parties in outreach efforts where feasible and appropriate, and by working collaboratively to align and coordinate message content and communications strategies.

H. The Parties will work together in developing and implementing research and monitoring within the Project area. The Parties recognize that the scientific understanding of the value of ecological restoration and its long-term benefits to imperiled wildlife and unhealthy watersheds is developing, and that there are excellent opportunities to develop and apply science to improve forest and watershed management. The Parties also recognize that the uncertainties of a changing climate increase the importance of ongoing monitoring of environmental impacts and use of adaptive management to change course as needed.

I. Nothing in this MOU shall be construed as changing or delegating the Forest Service's legal responsibilities with respect to managing national forests within the watershed and complying with applicable laws, policies, and regulations, including but not limited to the National Environmental Policy Act and the National Forest Management Act.

J. The Parties may develop subsequent plans, including Master Participatory Agreements, Supplemental Project Agreements, and other documents to implement this MOU.

IV. COORDINATION STRUCTURE

A. The Parties shall form a Steering Committee that is made up of (1) the signatories to this MOU and (2) additional organizations or agencies that agree with the goals of the Project and substantively contribute to the furtherance of the Project with staff time, financial resources, and other contributions, if agreed upon by the signatories to the MOU.

B. The Parties shall also create a planning team (the "Planning Team") and an implementation team (the "Implementation Team") to carry out the planning for and the implementation of the Project, as addressed in more detail below.

C. The Steering Committee shall be responsible for overall project direction, approaches, fundraising, outreach, and communications and will oversee the Planning Team and Implementation Team. The Steering Committee may establish additional teams, workgroups or committees as needed.

D. All organizations on the Steering Committee shall endeavor to make substantive contributions to advancing the Project in the form of staffing, funding, or other in-kind contributions.

E. The Planning Team shall report to the Steering Committee and shall be responsible for planning, coordinating, and directing the planning phase of the Project, from project inception through project approval, including, but not limited to, hiring and overseeing contractors. The Planning Team shall be responsible for the Project's progress, quality, and content and shall be empowered to make real-time decisions to advance project planning.

F. The Implementation Team shall report to the Steering Committee and shall be responsible for planning, coordinating, and directing the implementation phase of the Project, after Project approval. The Implementation Team shall be empowered to make real-time decisions to implement the proposed action, including, but not limited to, entering into stewardship agreements and hiring contractors.

G. The Steering Committee will ensure robust stakeholder and public engagement throughout Project planning and implementation, in addition to public participation requirements established by the National Environmental Policy Act and other Forest Service direction.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND AMONG THE PARTIES THAT:

A. Principal Contacts. Individuals listed below are authorized to act in their respective areas for matters relating to this MOU.

Principal Contacts:

Program Contact		Administrative Contact	
Organization:	The Nature Conservancy		
Name:	David Edelson	Name:	Mary Lieth
Address:	201 Mission Street, 4th Floor	Address:	555 Capitol Mall, 12th Floor
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FAX:		FAX:	
Email:	dedelson@tnc.org	Email:	mary.lieth@tnc.org

Program Contact		Administrative Contact	
Organization:	South Yuba River Citizens League		
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Program Contact		Administrative Contact	
Organization:	Yuba Water Agency		
Name:	Willie Whittlesey	Name:	Terri Daly
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FAX:	(530) 741-6541	FAX:	(530) 741-6541
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Organization:	National Forest Foundation		
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Telephone:	530-902-0213	Telephone:	406-542-2805
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Program Contact		Administrative Contact	
Organization:	Blue Forest Conservation		
Name:	Zach Knight	Name:	Zach Knight
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Organization:	Camptonville Community Partnership		
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FAX:	530 288-1908	FAX:	530 288-1908
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Program Contact		Administrative Contact	
Organization:	Nevada City Rancheria Nisenan Tribe		
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Program Contact		Administrative Contact	
Organization:	Sierra County		
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City, State, Zip:	Downieville, Ca 95936	City, State, Zip:	Downieville, Ca 95936
Telephone:	209-479-2770	Telephone:	530-289-3251
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Email:	sproen@aol.com	Email:	tbeals@sierracounty.ca.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact		U.S. Forest Service Administrative Contact	
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City, State, Zip:	Nevada City, CA, 95959	City, State, Zip:	Camptonville, CA 95922
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FAX:		FAX:	530-288-0727
Email:	eli.ilano@usda.gov	Email:	alonzo.henderson@usda.gov

B. Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Entities. This MOU is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this MOU each Party acknowledges that it: (1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding its signature of this MOU, unless a suspending and debarring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If any given Party fails to comply with these provisions, the U.S. Forest Service will annul this MOU and may recover any funds which were provided by the U.S. Forest Service to that Party which that Party has expended in violation of Sections 433 and 434.

C. Notices. Any communication affecting the operations covered by this MOU given by the U.S. Forest Service or any of the other Parties is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows: (1) To the U.S. Forest Service Program Manager, at the address specified in the MOU; (2) To the other Parties, at the address for their respective Principal Contacts as shown above in this MOU or, such replacement address as a given Party may hereafter notify the other Parties to use. Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

D. Public Notices. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The Parties are encouraged to give public notice of the receipt of this MOU and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows: "Tahoe National Forest of the U.S. Forest Service, Department of Agriculture, in cooperation with NAME." The Parties may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The Parties are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

E. Participation in Similar Activities. This MOU in no way restricts the U.S. Forest Service or any of the other Parties from participating in similar activities with other public or private agencies, organizations, and individuals.

F. Endorsement. No contributions made by any of the other Parties under this MOU shall by direct reference or implication convey U.S. Forest Service endorsement of the Parties' products or activities.

G. Nonbinding Agreement. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The Parties shall manage their respective resources and activities in a separate, coordinated and (where appropriate) mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the Parties to obligate or transfer anything of value. Specific, prospective Project activities that involve the transfer of funds, services, property, and/or anything of value to a Party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the Parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a Party, then the applicable criteria must be met. Additionally, under a prospective agreement, each Party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law. Nothing in this MOU is intended to alter, limit, or expand the statutory and regulatory authority of any agencies involved.

H. Use of U.S. Forest Service Insignia. In order for any of the other Parties to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

I. Members of U.S. Congress. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this MOU, or benefits that may arise therefrom, either directly or indirectly.

J. Freedom of Information Act (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

K. Text Messaging While Driving. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All of the Parties, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

L. Termination. Any of the Parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

M. Debarment and Suspension. The other Parties shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should any of the other Parties or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

N. Modifications. Modifications within the scope of this MOU must be made by mutual consent of the Parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

O. Commencement/Expiration Date. This MOU is executed as of the date of the last signature and is effective through the fifth anniversary of such execution date, at which time it will expire unless extended by the Parties.

P. Authorized Representatives. By signature below, each Party certifies that the individuals listed in this document as the representatives of that Party are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the Parties hereto have executed this MOU as of the last date written below.

DocuSigned by:
David Edelson
0418C75498C9400

11/5/2019

DAVID EDELSON, Forest Program Director
The Nature Conservancy

Date

DocuSigned by:
Melinda Booth
C2BE44AF0DC64E8...

11/5/2019

MELINDA BOOTH, Executive Director — Date
South Yuba River Citizens League

DocuSigned by:
Willie Whittlesey
B16A64C10F0942E...

11/5/2019

WILLIE WHITTLESEY, Assistant General Manager — Date
Yuba Water Agency

DocuSigned by:
Mary Mitsos
851A74FA2068461...

11/7/2019

MARY MITSOS, President & CEO — Date
National Forest Foundation

DocuSigned by:
Zach Knight
BF36D87D86EE49E...

11/5/2019

ZACH KNIGHT, Co-Founder & Managing Partner — Date
Blue Forest Conservation

DocuSigned by:
Cathy LeBlanc
9DB824829A1B4A0...

11/6/2019

CATHY LEBLANC, Executive Director — Date
Camptonville Community Partnership

DocuSigned by:
Shelly Covert
B1CFBFB7D076463...

11/6/2019

SHELLY COVERT, Tribal Spokesperson — Date
Nevada City Rancheria Nisenan Tribe

DocuSigned by:
Paul Roen
7F4A94A5AA71498...

11/6/2019

PAUL ROEN, Board Chair, County Supervisors — Date
Sierra County

ELI ILANO, Forest Supervisor — Date
U.S. Forest Service, Tahoe National Forest

The authority and format of this agreement have been reviewed and approved for signature.

AARON STOUT — Date
U.S. Forest Service, Grants Management Specialist
(530) 478-6825 | aaron.stout@usda.gov
631 Coyote Street, Nevada City, CA 95959

Sierra County includes the headwaters of the North Yuba River and has a critical role in participating in the North Yuba Forest Partnership. Sierra County's land use program, as expressed through the County General Plan, affords a maximum level of protection to scenic resources, wildlife and fisheries, water supply and quality, sustainable agriculture, forest and watershed health, air quality, and cultural and historic resources. The County has a specific code provision supporting resource industries including agriculture, mineral extraction, and timber-forest products and is equally committed to supporting and enhancing tourism and outdoor recreation. The County land ownership pattern shows nearly 70 per cent National Forest System Lands shared between the Tahoe, Plumas, and Humboldt-Toiyabe National Forests and an additional 15 to 20 per cent of land area shared between State Fish and Wildlife Management Areas or private resource lands restricted under the Land Conservation Act or the Forest Productivity Act (TPZ). The county's highest priorities include reducing wildfire risk, enhancing forest and watershed health through implementation of fire resilient treatments, and protecting its rural communities. The County is devoted to supporting efforts to provide an effective pace and scale of treatments. As such, it is strongly committed to the success of the Loyalton Biomass Plant and the continued development of research and development of a timber and forest products campus at Loyalton. The County maintains and places into practice a "hands- on" approach to projects and strives to collaborate with other public agencies, and at times, non-governmental organizations, on projects and initiatives to reduce the risk of catastrophic wildfires as well as other resource projects yet closely monitors project planning, development, and implementation to assure that the County is well-served.

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

MEETING DATE: January 21, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: Board of Supervisors
APPROVING PARTY: Jim Beard, Chair, District No. 4
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Discussion/action regarding request from State Senator Jim Nielsen for letter of support for a proposed North State Public Safety Training Center for professional training of first responders throughout Northern California.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other
See attached correspondence and sample letter

BACKGROUND INFORMATION: See attached

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Heather Foster

From: Jim Beard
Sent: Tuesday, January 14, 2020 11:57 AM
To: Heather Foster
Subject: Fwd: Support Letters Needed- Regional Training Center
Attachments: 2020 RTC Letter of Support Sample.docx; 2020 RTC Letter of Support request general.docx

Hey Heather,

Is this something that I should put on the agenda for the 21st?
It states that support letters must be received by January 31st.

Happy Tuesday, Jim
Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Senator Nielsen <Senator.Nielsen@senate.ca.gov>
Sent: Tuesday, January 14, 2020 11:18:54 AM
To: Senator Nielsen <Senator.Nielsen@senate.ca.gov>
Cc: Nicholson, Laura <Laura.Nicholson@sen.ca.gov>
Subject: Support Letters Needed- Regional Training Center

Dear colleagues,

I am sending you this email to request your support for a Regional Training Center to benefit North State first responders. I will be requesting a $15 million one-time allocation in the 2020-2021 California State Budget to fund the project. An overview of the project and a sample letter are attached for your consideration.

The letters need to be received by January 31, 2020. Support letters can be e-mailed or sent to my Yuba City District Office. If you have further questions, please contact my Senior District Representative Laura Nicholson at (530) 751-8657. Thank you for your support.

Warm regards,

Jim

Dear Colleague:

I am reaching out to request your support for a proposed North State Public Safety Training Center (Center) that would provide a much needed regional facility for professional training of first responders throughout Northern California.

We received great support for this project in 2019 from almost 70 agencies covering 20 counties in the North State. For 2020, I am continuing to pursue this project, building upon our current support base and refining the details to meet the needs of our public safety community. I am requesting your support for the proposed North State Public Safety Training Center, and have attached a sample letter for your review.

I plan to submit a Budget request of approximately $15 million be allocated from the California State General Fund for purposes of developing and building the North State Public Safety Training Center. The proposed facility would be located on approximately 7.5 acres of Yuba City-owned property. A site plan and cost estimates are being developed and will be finalized in the next few months. It is my intention that the Center be built with room for continued expansion that responds to the needs of agencies for a convenient, affordable and professional training experience.

The proposed multi-purpose facility would be the first of its kind, and the only regional facility north of Sacramento available to emergency responders. It would provide support and resources for not only Northern California agencies, but for the entire state. This Center will serve firefighting and law enforcement agencies, as well as other governmental and non-governmental first responders in Northern California.

This facility would also provide much needed financial relief to local agencies by serving as an easily accessible site for all Northern California agencies to train, certify, and prepare for future emergencies, including wildfires. Agencies would further realize cost savings in salaries, transportation, housing, and meals incurred from travelling long distances to meet state-mandated training requirements. It is also ideally placed to serve as a staging location to destinations throughout the North State.

The North State Public Safety Training Center is proposed to include, but is not limited to, the following training venues and features:

- **Law Enforcement Indoor Training & Shooting Range**
- **Use of Force Training**
- **Commercial Training Tower and Apartment Venue**
- **Residential Burn Building Venue**
- **Confined Space Rescue Training Venue**
- **HazMat Training Venue**
- **Vehicle Extrication Equipment Training**
- **Wildland Fire Training**
- **Vehicle Maneuvers Training & Helipad**
- **Classroom Space for Emergency Management Training, Remote Training,**

and management of emergency operations

Yuba City officials are actively engaged in this effort. They will work with me and my staff to host informational meetings, as needed, to give you an overview of the project, get your input, and address your questions and concerns. These meetings will include a site tour and options that could be available for your agency to access the site, including partnership agreements, fee-based services, and membership style tiered usage programs.

If you would like more information about the project itself, please contact Yuba City Fire Department Assistant Chief of Administration, Bill Fuller, at (530) 822-4686 or wfuller@yubacity.net

If you would like to submit an updated letter of support on behalf of your agency, I ask that you do so on your agency stationary, if available. Please include a signature, title, and agency at the bottom of the letter. If you are sending a physical copy, please also send an electronic copy in PDF format.

I would like to receive your letter of support for the project no later than January 10, 2020. Please address the letter to Governor Gavin Newsom, though the envelope will be addressed to my Yuba City District Office.

Letters of support can be emailed to Laura.Nicholson@sen.ca.gov or sent to:

Senator Jim Nielsen
1110 Civic Center Blvd, Suite 202-A
Yuba City, CA 95993

I am looking forward to having you as an advocate and consumer of the North State Public Safety Training Center. Your letter of support will help this project come to fruition. If you have any questions or suggestions pertaining to this project, and if you would like to participate in an informational meeting or tour, please feel free to contact my Senior District Representative Laura Nicholson at my Yuba City District Office at 530-751-8657.

Thank you for your time and consideration. I am looking forward to working with you to make the North State Public Safety Training Center a reality.

Sincerely,

JIM NIELSEN
Senator, Fourth District

DATE

Governor Gavin Newsom
1303 10th Street, Suite 1173
Sacramento, CA 95814

Dear Governor Newsom,

I am writing to express my support for the development of the North State Public Safety Training Center being proposed by the City of Yuba City. The facility, once built, will serve firefighting personnel, law enforcement and first responders, as well as other governmental and non-governmental disaster workers, in Northern California.

The training features of the proposed facility will benefit regional personnel on maintaining their certifications, but more importantly keeping their mission critical skills at operational readiness level. This will be made possible with proposed training venues such as a 25-, 50- and 100-yard indoor shooting range for law enforcement; a residential and commercial burn building; confined space rescue; hazardous materials; wildland firefighting; high- and low-angle rescue; SWAT/TEMS training; search and rescue; use of force training; railroad mitigation and utility mitigation components to name a few.

In the past, local government agency budgets had the funding to send personnel to necessary and required training in Central and Southern California. Unfortunately, due to the 2008 nationwide economic collapse, training budgets became a casualty to local government agencies readjusting their bottom dollar in order to maintain first responder staffing and services during the fiscal uncertainty. Over the past 10 years, there have been significant impacts to the financial ability of public safety agencies in the North State to get their first responders trained and to maintain minimum certifications.

Funding made available through the California Specialized Training Institute (CSTI) and other State agencies has also experienced reductions as Federal agency sources cutback on program funding that was to be directed back to the states and local agencies. The reduction of CSTI's funding for training of public safety first responders has been reduced and the number of courses have been cut back and consolidated at CSTI's San Luis Obispo area campus. Northern California local agencies don't have adequate budgets to send personnel to training sites in San Luis Obispo or Bakersfield.

Logistically, it is almost impossible for CSTI, California OES, and other agencies to plan for and provide training opportunities within the Northern California region without a fixed public safety training center to work from. The North State Public Safety Training Center would provide them a location for their important and required mission of maintaining critical training while minimizing personnel and travel related costs.

Similarly, over the past two years, the Commission on Peace Officers Standards & Training (POST) has experienced a $6 million reduction in funds available for training-related reimbursement expenses to law enforcement agencies. Per a recent POST study, 50 percent of all

training costs reimbursed by POST were for travel-related expenses. POST has been emphasizing a regional approach to training in an effort to make training available to agencies and to reduce travel-related expenses. A North State Public Safety Training Center can do just that and help support dozens of Northern California law enforcement agencies at all levels of government.

Lacking the ability to provide appropriate and required training and maintaining certification for special response teams will have a detrimental impact on the ability of local government within our area to respond to natural and man-made disasters within the region and within the State.

My business is in full support of the proposed North State Public Safety Training Center, which will provide regional agencies a localized facility to be able to frequently utilize for the training of personnel and minimize our travel-related expenses at the same time. This project will be a significant benefit to the region's first responders and a huge investment into the region that will reap benefits for the public for years to come.

Please consider allocating funding to bring this project to fruition. Thank you for your consideration.

Sincerely,

Name
Agency

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

MEETING DATE: January 21, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☒Timed ☐Consent

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

AGENDA ITEM: Review and direction to staff on draft State Department of Conservation "Sustainable Agricultural Lands Conservation Program Draft 2019-2020 Guidelines" which has a deadline date for written comments of January 27, 2020.

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

BACKGROUND INFORMATION: Guidelines (draft) are attached. Refer to previous Board agenda items regarding possible conflicts between conservation easements and existing County land conservation contracts and other related policy documents.

FUNDING SOURCE: N/A
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

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

CALIFORNIA
SUSTAINABLE AGRICULTURAL LANDS CONSERVATION PROGRAM

GRANT GUIDELINES & APPLICATIONS

PART OF
CALIFORNIA CLIMATE INVESTMENTS

STATE OF CALIFORNIA

STRATEGIC GROWTH COUNCIL

DRAFT
December 20, 2019

For additional information, please contact:

California Department of Conservation
Division of Land Resource Protection
(916) 324-0850
http://www.conservation.ca.gov/dlrp

STRATEGIC GROWTH COUNCIL
(916) 322-2318
http://www.sgc.ca.gov/programs/salc/

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SALC Program At-A-Glance

Program
The Sustainable Agricultural Lands Conservation Program is a component of the Strategic Growth Council's Affordable Housing and Sustainable Communities Program. The Department of Conservation, in conjunction with the Natural Resources Agency, administers SALC on behalf of the Strategic Growth Council.

Funding Source
This program is funded through the California Climate Investments Program.

Critical Dates for Round 6 (proposed, subject to change)
Draft Guidelines released for comment—December 20, 2019
Guidelines adopted—February 2020
Acquisition Pre-proposal due—April 30, 2020
Planning Pre-proposal due—July 1, 2020
Determination of available funding—September 2020
Full Applications due—August 28, 2020

Anticipated approval of projects by the Strategic Growth Council—December 2020

Contact for Questions
Department of Conservation
Division of Land Resource Protection
Virginia Jameson, Program Manager
SALCP@conservation.ca.gov
(916) 324-0868

Section 1: Sustainable Agricultural Lands Conservation Program
Introduction and Program Summary

The Sustainable Agricultural Lands Conservation Program (SALC), a component of the Strategic Growth Council's Affordable Housing and Sustainable Communities (AHSC) Program, supports the State's greenhouse gas (GHG) emission reduction goals by making strategic investments to protect agricultural lands from conversion to more GHG-intensive uses. Protecting critical agricultural lands from conversion to urban or rural residential development promotes smart growth within existing jurisdictions, ensures open space remains available, and supports a healthy agricultural economy and resulting food security. A healthy and resilient agricultural sector is becoming increasingly important in meeting the challenges occurring and anticipated as a result of climate change.

Auction revenues from California Climate Investments, the State's Cap-and-Trade Program, are deposited into the Greenhouse Gas Reduction Fund (GGRF), which the Legislature and Governor appropriate to a variety of programs such as the SALC. All projects funded by GGRF monies must reduce or avoid greenhouse gas emissions.

Program Components

These **SALC Program Guidelines** cover the following investment types:

- **Agricultural Conservation Acquisitions (Acquisitions)** – Grants to protect important agricultural lands under threat of conversion to nonagricultural uses through the acquisition of voluntary, permanent agricultural conservation easements (easements) or fee title purchases.

- **Sustainable Agricultural Lands Conservation Planning (Planning)** – Grants to develop and implement plans for the protection of agricultural lands at risk of conversion to non-agricultural uses.

Program Goals and Objectives

The principal goals of SALC are to:

- protect agricultural lands to support infill and compact development[1]
- further the purposes of AB 32 by avoiding increases in the greenhouse gas emissions associated with the conversion of agricultural land to nonagricultural uses.

These Guidelines prioritize projects that:

- demonstrate the greatest potential to protect lands most at risk of conversion to residential or urban development
- promote agricultural sustainability
- support land use planning processes consistent with the goals of AHSC
- support or improve public health
- provide multiple co-benefits.

Funding

SALC will award an amount equal to ten percent (10%) of the auction proceeds available from the twenty percent (20%) continuously appropriated to the Strategic Growth Council for the AHSC Program from GGRF each fiscal year. The actual funding amount available each fiscal year will not be determined until after the fourth auction for that fiscal year.

[1] Public Resources Code Section 75210

SALC funds not awarded or identified for award to alternate projects under one solicitation may be made available in the subsequent solicitation. Additional funding for SALC projects may be available from previously funded projects that withdraw or come in under budget.

Up to five percent (5%) of the available funding may be reserved for Planning Grants. Planning grants have a maximum grant award of $250,000. There is no maximum award for Acquisition grants. Funds not awarded under the Planning component may be used to increase available funding for the Acquisition component.

GHG Quantification and Jobs Reporting

The California Air Resources Board (CARB) adopts Funding Guidelines for Agencies that Administer California Climate Investments (CARB's Funding Guidelines) to ensure that all programs that receive California Climate Investments dollars distribute those dollars in accordance with applicable law.

Greenhouse Gas Emissions
Per CARB's Funding Guidelines, all California Climate Investments programs must facilitate the achievement of greenhouse gas emission reductions. SALC measures avoided greenhouse gas emissions based on the estimated vehicle miles traveled avoided by protecting agricultural land at risk of conversion and limiting opportunities for expansive, vehicle-dependent forms of development. These avoided emissions are quantified and reported for funded easement projects in accordance with a CARB-approved quantification methodology.

Jobs
To the extent feasible, all California Climate Investments programs must foster job creation by selecting and supporting projects carried out by California workers and businesses. For all projects, applicants will be required to report the potential employment benefits associated with their project should they be awarded funding. These benefits must be estimated using the jobs co-benefit assessment methodology developed by CARB. For projects where the total project cost exceeds $1 million, grantees will be required to report on the employment outcomes of their projects when the acquisition closes.

Co-benefits

Pursuant to AB 1532, GGRF monies shall be used to facilitate reductions of greenhouse gas emissions and, where applicable and to the extent feasible, to maximize environmental, economic, and public health benefits for California. Such benefits are known as co-benefits. Co-benefits associated with SALC Program projects may include:

Environmental Benefits
- Protection of land of special environmental significance
- Protection of watershed health
- Protection of source water
- Protection of ecosystem services (e.g., wildlife habitat and corridors, pollination, and natural food web adaptation)
- Protection of open space and viewsheds
- Potential for additional carbon sequestration via conservation management practices
- Potential for groundwater recharge
- Reduce the potential of catastrophic wildfire

Economic Benefits
- Retention of local jobs and agricultural revenue
- Retention of entrepreneurial opportunities
- Avoidance of spending on municipal services for dispersed development

Public Health Benefits

- Contributions to the preservation of food security
- Access to affordable, nutritious foods
- Potential reductions in food waste
- Potential reduction or elimination of pesticide use
- Potential reduction in the risk of wildfire-related air quality issues

Statutory Authority

California Government Code sections 75127 and 75128 direct the Strategic Growth Council to manage and award financial assistance to support the planning and development of communities that achieve sustainability objectives. Government Code Section 75126(b) states that these funded activities must be consistent with the State's Planning Priorities, and Section 75125 states that the Strategic Growth Council shall develop Guidelines for awarding financial assistance, including criteria for eligibility and additional considerations.

AB 32 (Chapter 488, Statutes of 2006) and related amendments identify climate change as a serious threat to the economic well-being, public health, natural resources, and environment of California and established the GGRF. Health and Safety Code Section 39719(b)(1)(C) apportions the Strategic Growth Council twenty percent (20%) of GGRF auction proceeds on an annual basis. Health and Safety Code Section 39712(b) requires that GGRF monies be used to reduce GHG emissions consistent with the purposes of AB 32.

Public Resources Code Section 75212 lists the types of projects eligible for funding under the AHSC Program. Specifically:

- Section 75212(h) authorizes the Strategic Growth Council to invest in projects that meet the goals of SB 862 through the "acquisition of easements and other approaches or tools that protect agricultural lands that are under pressure of being converted to nonagricultural uses, particularly those adjacent to areas most at risk of urban and suburban sprawl or those of special environmental significance."
- Section 75212(i) authorizes the Strategic Growth Council to invest in projects that meet the goals of SB 862 through "planning to support implementation of a sustainable communities strategy, including implementation of local plans supporting greenhouse gas emissions reduction efforts and promoting infill and compact development.

SALC was developed as a component of AHSC to administer projects eligible for GGRF funds pursuant to these sections.

SALC was identified by the Strategic Growth Council as most appropriately administered by the California Department of Conservation (Department) in conjunction with the Natural Resources Agency (Agency). The Strategic Growth Council approved the roles of the Department and the Agency at its July 10, 2014 meeting. In addition, SALC has been developed in consultation with the California Department of Food and Agriculture.

The Department's authority for agricultural land protection derives from various sections of statute:

- Public Resources Code Sections 10200-10277, the California Farmland Conservancy Program
- Public Resources Code Sections 10280-10283, Agricultural Protection Planning Grant Program
- Government Code Section 65570, the Farmland Mapping and Monitoring Program
- Government Code Sections 51200-51294.7, the Williamson Act
- Public Resources Code Division 9, governing Resource Conservation Districts

Priority Population Benefits

Assembly Bill 1550 (Chapter 369, Statutes of 2016) directs State and local agencies to make significant investments that improve California's most vulnerable communities. The statute requires that the GGRF investment plan governing all California Climate Investments programs allocate funding to benefit residents of disadvantaged communities, low-income communities, and low-income households[2] (priority populations) as follows:

- A minimum of twenty-five percent (25%) of available GGRF monies to projects that are located within and benefit individuals living in disadvantaged communities;
- A minimum five percent (5%) of available GGRF monies to projects that benefit low-income households or to projects that are located within and benefit individuals living in low-income communities located anywhere in the state; and,
- A minimum five percent (5%) of available GGRF monies to projects that benefit low-income households located within a ½ mile of a disadvantaged community or to projects that are located within and provide benefits to individuals living within low-income communities located within a ½ mile of a disadvantaged community.

SB 862 establishes a target of expending fifty percent (50%) of overall AHSC funds on projects that are located in and benefit disadvantaged communities in order to meet these GGRF goals. Funding allocated by the SALC Program to priority populations is counted toward this AHSC target.

In order to qualify for priority population status under SALC, a proposal must meet all of the following requirements:

- Fifty percent (50%) or more of the project must be located within:
  - A disadvantaged community census tract, as designated by CalEPA;
  - A low-income community census tract, as defined in HSC 39713; or,
  - A half-mile of a disadvantaged community and within a low-income community census tract;
- The project must address an important community or household need as outlined in Appendix B of these Guidelines; and,
- The project must provide direct, meaningful, and assured benefits to a priority population as outlined in Appendix B of these Guidelines.

A mapping tool to determine whether a project location is within a priority population census tract is available on CARB's Community Investments webpage.

Applicants interested in having their proposal considered for priority population status must complete the Priority Population Benefits Checklist (Appendix B) and provide supporting documentation for their claim in their application. These materials will be evaluated in detail to determine if the benefits provided rise to a level that can be claimed to meet the AB 1550 requirements. Information provided to support a priority population benefits claim will be reviewed by the SALC Program Interagency Committee, with final concurrence determined by CARB.

Planning grant applications found to qualify for priority population status will receive five additional points. Acquisition applications where fifty percent (50%) or more of the project is located within a priority population area as shown in Appendix C are eligible to receive one-hundred percent (100%) funding toward the easement value and five points toward their application score. SALC Acquisition applicants found to qualify for priority population status will receive an additional five points on their application.

Priority population status does not affect project eligibility.

[2] These Guidelines rely on Health and Safety Code Section 39711 for the definition of "disadvantaged communities" and Health and Safety Code Section 39713 for the definitions of "low-income communities" and "low-income households."

Grant Application

The application processes for Acquisition and Planning grants are detailed in Sections 2 and 3 of these Guidelines, respectively. Pre-proposals and applications must be received electronically by 11:59 p.m. on the deadlines specified in the most current solicitation.

SALC forms and sample documents are available in the Addenda and individually on the SALC website.

Publicity and Confidentiality

Applicants are encouraged to inform landowners and other partners that grant applications may result in publicity.

Because public funds are used to secure easements under this program—or any similar government program—details related to an easement, such as the landowner's name and the amount of the grant, are public records that may be publicly released in accordance with the California Public Records Act.

All project publicity should acknowledge "California Climate Investments" as a source of funding. All written media-related or public outreach products should also include the CCI logo in a manner consistent with the most current version of the CCI Logo Usage Guidelines. Websites, announcements, press releases, and publications must also include specific CCI acknowledgement language as delineated in CARB's most recent *Cap-and-Trade Auction Proceeds, Funding Guidelines for Agencies that Administer California Climate Investments* and available through the Department.

Grantees should include the email address: CCIpress@arb.ca.gov on any distribution lists and post the @CAClimateInvest Twitter link on their website.

The most recent Logo Usage Guidelines are available through the Department and are posted on the California Climate Investments' Media and Communications webpage.

Nondiscrimination Policy

Consistent with Article I, Section 31 (a) of the California Constitution, the State of California and its programs shall not discriminate against, nor grant preferential treatment to, any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting.

Section 2: Agricultural Conservation Acquisition Grants

Under the Cap-and-Trade Auction Proceeds Third Investment Plan, California aims to invest California Climate Investment dollars in the conservation of working lands in order to facilitate net climate benefits and long term carbon sequestration in the land base.

Preventing the conversion of agricultural land to residential or rural residential development avoids vehicle miles traveled and related greenhouse gas emissions.

Eligible Applicants

Cities, counties, nonprofit organizations, resource conservation districts, regional park or open-space districts, regional park or open-space authorities, and California Native American tribes, as identified in Civil Code 815.3, are eligible to apply for funding.

An application can be submitted by either (1) a single applicant where the applicant is the intended easement holder or intended conservation buyer or (2) multiple entities that are collaborating on the acquisition, one of which must be identified as the intended easement holder or intended conservation buyer. The easement holder/conservation buyer must have the conservation of agriculture, rangeland, or farmland among their stated purposes, as is prescribed by statute, or as expressed in the entity's adopted policies. The applicant and co-applicant cannot already have an interest in the property.

Nonprofit applicants that intend to be the easement or fee title holder of the acquired property must be accredited by the Land Trust Accreditation Commission or have adopted equivalent or greater policies regarding conflict of interest, amendments, monitoring, stewardship endowments, and enforcement, as relevant, prior to submission of an application. Those that haven't must apply with either a co-applicant that has such policies in place or a government entity.

Nonprofit organizations must hold a tax exemption as defined under Section 501(c)3 of the Internal Revenue Code and further qualify under Internal Revenue Code Sections 170(b)(1)(A)(vi) or 170(h)(3).

Eligible applicants are not limited in the number of project proposals they may submit.

Eligible Projects

Agricultural conservation acquisition grants will only be provided to fund the purchase of conservation easements or fee title to agricultural land.

Agricultural intensification restrictions on non-cultivated land are permitted if each of the following conditions are met:

- The restriction is consistent with the property's continuing agricultural use, and
- Aricultural use of the property is not substantially prevented.

Example 1: Restriction permitted
A restriction on conversion of rangeland to vineyards would be permitted because the restriction 1) is consistent with the property's current and reasonably foreseeable future commercial agricultural use and 2) permits continued use as rangeland.

Example 2: Restriction permitted

A restriction that prohibits cattle from accessing sensitive riparian areas containing threatened species so long as alternative water sources are available onsite would be permitted. Such restriction does not 1) interfere with

the continuing agricultural use as cattle can drink from the alternative water source and 2) the restriction does not substantially prevent agricultural use on the property but only a small portion of the property.

Example 3: Restriction not permitted

A restriction on pasture land that would allow only one llama, a family pet, to be grazed with imported llama feed would not be permitted as such a restriction 1) is not consistent with the property's continuing agricultural use as pasture and 2) substantially limits the agricultural use.

Projects to conserve non-cultivated lands must produce a sustainable management plan as a component of their project to be eligible for funding. The sustainable management plan must:

- Be incorporated by reference into the deed
- Prescribe sustainable practices for the protection of air, water, and soil resources on the property
- Adhere to Natural Resources Conservation Service best practices
- Be approved by the Department prior to close of escrow
- Be updated at least every ten (10) years

A complete list of all of the Eligibility Criteria for acquisition proposals is listed within the "Eligibility and Selection Criteria for Agricultural Conservation Acquisitions" section.

Proposals that do not meet all of the Eligibility Criteria will not be considered for funding.

Eligible Costs

Only direct costs incurred to acquire the easement or fee title to the property during the grant term specified in the Grant Agreement are eligible for payment under this program.

Easement Acquisition Cost
Competitive grants will be awarded to cover up to seventy-five percent (75%) of the value of the agricultural conservation easement.

Fee Acquisition Cost
Competitive grants will be awarded to cover up to seventy-five (75%) of the agricultural conservation easement value of the property's fair market value. For example, if the property's fair market value is $1,000,000, and its easement value is 50% of the fair market value ($500,000), SALC would contribute a maximum of $375,000 (or 75% of $500,000) toward the purchase of the property.

Associated Costs
All projects approved for funding are eligible to receive up to $50,000—in addition to the funding toward the acquisition discussed above—in order to cover reasonable associated costs incurred to acquire the real property interest.

The Strategic Growth Council will allocate $50,000 in associated costs funding for each awarded project, unless applicants specify a lower amount in their application. The Strategic Growth Council may increase a project's associated cost allocation if it determines such costs are commensurate with the work needed to complete the project. Applicants may be required to provide a detailed budget for the project, should the project be awarded funding.

All eligible costs must be supported by appropriate documentation during the invoicing process.

Eligible Associated Costs	Ineligible Associated Costs

- Fully-burdened applicant staff time for:
  - deed negotiations
  - title work
  - project mapping
  - appraisal review and coordination
  - SALC-required reporting
- Technical and legal consulting
- Appraisal
- Preliminary title report
- Baseline conditions report
- Escrow fees
- Title insurance fees
- Property boundary survey(s)
- Building Envelope survey(s)
- Environmental site assessment(s)
- Mineral remoteness evaluation(s)
- Tribal consultation(s)
- Management Plan
	- Costs incurred outside the grant term
	- Indirect or overhead costs
	- Travel
	- Ceremonial expenses
	- Expenses for publicity
	- Bonus payments of any kind
	- Interest expenses
	- Damage judgments arising from the acquisition, construction, or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise
	- Services, materials, or equipment obtained under any other State program
	- Real estate brokerage fees and/or expenses
	- Stewardship or legal defense funds
	- CEQA documentation
	- Food or beverages (whether or not incurred as part of meetings, workshops, training, ceremonies, or other events)

Management Plans
All projects awarded for funding are eligible to receive up to $10,000—in addition to the funding toward the acquisition and associated costs discussed above—in order to develop a sustainable management plan for the property. The management plan must meet the management plan requirements specified in the Eligilbe Projects section of these Guidelines to be eligible for funding.

Match

Applicants must identify all existing or potential match funders in their pre-proposals and applications. Applicants cannot utilize other Department-administered program funding as match toward the purchase price of the property interest.

CARB encourages all agencies that administer California Climate Investments programs to coordinate investments and leverage funds where possible to provide multiple benefits and to maximize benefits. To aid SALC's efforts to coordinate investments and leverage funds as recommended by CARB, applicants pursuing project funding through other California Climate Investments programs should indicate which programs they are applying to, and whether such applications are for funding in lieu of or as match to SALC funding, in their application.

Initial Screening–Pre-proposals

Because the acquisition grant application process entails a significant amount of work, applicants are required to submit a pre-proposal to the Department prior to submitting an application.

A pre-proposal consists of a structured summary of the proposed acquisition project, preliminary title report(s) less than twelve months old, as well as maps of the project boundaries, location, and proposed or existing building envelopes. Applicants are highly encouraged to submit a plotted easements map with their title report to facilitate the Department's title review. The pre-proposal worksheet is available on the Department's website.

Department grant managers will utilize pre-proposal information to assist the applicant in determining whether the project meets the Eligibility Criteria; identifying what, if any additional information will be needed in the full application; and ascertaining whether the project has title complexities or other issues.

Eligibility and Selection Criteria for Agricultural Conservation Acquisitions

The Eligibility Criteria for this program have been informed by the GHG reduction requirement associated with use of Greenhouse Gas Reduction Funds, title 2, chapter 4 of the Civil Code (Conservation Easements), and the Department's California Farmland Conservancy Program. The information submitted in the application package should demonstrate how effectively the proposal will meet the SALC Program goals and objectives, criteria, and readiness requirements.

Projects must meet all Eligibility Criteria to be considered for funding.

Eligibility Criteria
o The applicant(s) is/are an Eligible Applicant. o The application is for an Eligible Project. o The applicant(s) agree(s) to all Conditions of Funding. o Protection of the property will support infill and compact development. o The project demonstrates that it will achieve a reduction in GHG emissions using CARB's Quantification Methodology for Agricultural Lands Conservation. o The property is at risk of conversion to non-agricultural uses as determined using at least one of the risk options. o The proposal will support the implementation of an adopted or draft Sustainable Communities Strategy or, if a Sustainable Communities Strategy is not required for a region by law, a regional plan[3] that includes policies and programs to reduce greenhouse gas emissions. o The project is consistent with the State's Planning Priorities o The property is expected to continue to be used for, and is large enough to sustain, commercial agricultural production. o The property has no known agricultural constraints (e.g., due to soil or water contamination). o The property is in an area with the necessary market, infrastructure, and agricultural support services to support long-term commercial agricultural production. o The proposed acquisition is not part of a local government's condition placed upon the issuance of an entitlement for use of a specific property. For local government applicants only: The local government applicant has not acquired, nor proposes to acquire, the interest in real property through the use of eminent domain, unless requested by the owner of the land.

Projects that meet all of the Eligibility Criteria will then be evaluated based on readiness and the extent to which they address the program's Selection Criteria. Projects that receive an A or B Readiness Ranking will be ranked against one another based on their Selection Criteria score. Projects with Readiness Ranking C may be evaluated if funding allows. Projects with Readiness Ranking D will not be funded through SALC in the current round and will not be further evaluated.

Agricultural Conservation Acquisition Readiness Ranking	
A	Project ready (match funding for easement acquisition secured, if applicable; no title concerns, or defined plan to address title concerns prior to close of escrow that is acceptable to Department; project structure clearly defined; and reserved rights clearly defined).

[3] See Glossary for definitions of "Sustainable Communities Strategy" and "regional plan."

B	Project feasible but requires resolution of specific issues (match funding identified or applied for but not secured; plan to address title concerns does not appear sufficient to address those concern(s), plan is not specific, or plan is unlikely to resolve concerns prior to close of escrow because it involves either litigation or an agreement by a third-party; inconsistencies in project structure; or inconsistencies in reserved rights).
C	Larger potential issue/resolution concerns (no match identified; no plan to address title concerns has been identified; project structure unclear; or reserved rights unclear).
D	Project not ready.

The following table outlines the Selection Criteria by which projects will be scored.

Selection Criteria	Maximum Points
Risk of Conversion/Greenhouse Gases Avoided	
The project avoids a greater number of GHG emissions per acre relative to the other projects within the pool of applications evaluated this round.	**/5**
The property is located within 2 miles of a city sphere of influence for a city with a population greater than 5,000, or within 2 miles of a census designated place (CDP) with a population greater than 5,000.	**/25**
The conserved property would act as or add to a community separator between two communities or a green-belt along the edge of a single community.	**/10**
The property is identified for conservation in an adopted agricultural conservation plan, regional agricultural conservation program, agricultural mitigation plan, SALC-funded plan, or sustainable communities strategy.	**/10**
Agricultural Use	
The property is likely to support long-term commercial agricultural production.	**/5**
The property has adequate water availability and water quality for agricultural purposes.	**/10**
The property incorporates or is in the process of incorporating on-farm conservation management practices that build soil health for soil carbon sequestration or decrease GHG emissions.	**/5**
The property incorporates or is in the process of incorporating on-farm land management practices that improve water use efficiency, conservation, and reduction; increase use of recycled water; support groundwater recharge; or reduce reliance on groundwater.	**/5**
Environmental Co-Benefits	
The property provides environmental conservation values or co-benefits in addition to those specified below (e.g., protection of open space, viewshed, wildlife habitat, biodiversity, riparian corridor, habitat along an elevational gradient; reduction in the potential of catastrophic wildfire).	**/5**
The property is in strategic proximity to other permanently protected lands (e.g., other agricultural conservation easements, habitat conservation easements, or other fee-title protection).	**/5**
The property is identified for conservation in an adopted habitat or wildlife conservation plan, regional habitat or wildlife conservation program, or habitat or wildlife mitigation plan.	**/5**
Economic and Fiscal Co-Benefits	

The property provides economic co-benefits (e.g., retention of local jobs and agricultural revenue; food production for local or regional markets; retention of entrepreneurial opportunities; avoidance of spending on municipal services for dispersed development).	**/5**
Public Health Co-Benefits	
The property provides public health co-benefits (e.g., reduction or elimination of pesticide use; access to affordable, nutritious foods; reductions in food waste; reduction in the risk of wildfire-related health impacts).	**/5**
Other Co-Benefits	
The acquisition will provide access to cultural resources and will be completed in collaboration with one or more tribes.	**/5**
The property will support a farm incubator or other new farmer training program.	**/5**
The property provides other co-benefits.	**/5**
Priority Populations	
The property is located within a priority population area.	**/5**
The property provides documented direct, meaningful, and assured benefits to a priority population and qualifies for priority population status.	**/5**
Applicant Capacity	
The applicant has the technical and fiscal capacity to secure and steward the acquired interest, as evidenced by accreditation by the Land Trust Accreditation Commission.	**/5**
Total points received/Total points possible	**/130**

Selection for funding may not be determined by a project's selection criteria score alone. In determining which projects to award grant funding, the Strategic Growth Council may also consider factors including AHSC's goals and objectives, avoided vehicle miles traveled, geographic distribution of funds, the urgency of the project, and the Strategic Growth Council's priorities. Alternate projects may be identified for funding by the Strategic Growth Council in the current round of funding in the event that any of the recommended projects loses funding or comes in under budget. The Strategic Growth Council may award grants that partially fulfill an applicant's request.

Application Review

Applications for acquisition grants will be reviewed at least once per year, with the opportunity for additional cycles as funding and staff capacity allow. Additional application cycles will be announced on the Department of Conservation's and Strategic Growth Council's websites at least 60 days in advance of the pre-proposal deadline.

SALC staff are available prior to the application deadline to provide technical assistance to eligible applicants interested in submitting an application. Pre-proposal forms are available as Appendix B. Application forms are available as Appendix C.

All pre-proposals and applications received by the Department will be evaluated based on the materials provided as of the pre-proposal and application deadlines, respectively. Department staff may also review publicly available information as reasonable to verify the provided information. Pre-proposals will be reviewed and technical assistance

provided to facilitate the development of competitive grant applications. Applicants interested in receiving technical assistance prior to submission of a pre-proposal may contact the Department with questions. Applications will be reviewed for completeness, readiness, whether they meet the Eligibility Criteria, and the extent to which they meet the Selection Criteria and address program priorities. Incomplete applications may not be evaluated or considered for funding at the sole discretion of the State.

Department staff will perform a site visit of each proposed project in order to verify the accuracy of and better understand the proposal, as well as to clarify any outstanding questions identified through the pre-proposal or application review. Applicants will be asked to make arrangements for a tour of the property, which must be attended by a representative of the applicant and by the property owner or property owner representative.

Following the Department's initial review of the projects in relation to the Eligibility Criteria, Selection Criteria, and Readiness Rankings, an Interagency Committee that includes Strategic Growth Council staff will review and evaluate all applications. This committee will make the final determination on which projects are recommended to the Strategic Growth Council for funding or as alternates.

A summary of each project application, the California Climate Investments funding request, and priority population benefits status will be posted at least ten days before the Strategic Growth Council makes project awards. The Strategic Growth Council determines the final awards and will announce these awards at a public meeting. Applicants will be notified in writing of the Strategic Growth Council's decision following the meeting at which the awards are announced.

Application Requirements

This section provides additional information regarding the components of the Application.

Agricultural Conservation Acquisition Applications *(All components are required unless otherwise noted)*	
- Grant Application Cover Sheet - Executive Summary (1-page maximum) - Acquisition Summary Sheet - Risk of Conversion Summary Sheet and Supporting Evidence - Certification of Acceptance of Conditions of Funding - Detailed Characteristics of the Proposed Project (7 pages maximum) - Applicant Resolution of Support - Letter to Planning Director - Preliminary Title Report, Underlying Documents, and Assessor's Parcel Maps - Applicant-Landowner Letter of Intent	- Appraisal or Support for Estimated Easement Value - Project Geographic Area Map(s) - Building Envelope Map - Documentation of Organizational Capacity* - Documentation of Organizational Eligibility* (documents differ for nonprofit and governmental applicants) - Priority Population Benefits Checklist and supporting documentation *(only required if applying for priority population status)*

**Applicant may certify that the most current versions of the starred documents are on file with the Department in lieu of submitting the documents themselves.*

For proposals where the intended holder of the real property interest is not the applicant, the applicant must provide the following from the intended holder of the real property interest in the application:

- Certification of Acceptance of Conditions of Funding
- Resolution of Support
- Documentation of Organizational Capacity

- Documentation of Organizational Eligibility

The intended holder of the real property interest may certify that the most current versions of the relevant documents are on file with the Department in lieu of submitting the documents themselves.

Application materials can be found on the Department's website or attached.

General Information Regarding Agricultural Conservation Acquisition Requirements

Conditions of Funding
In order to receive funding from the SALC Program, the applicant must agree to the following conditions within their application and adhere to these conditions for the entirety of the grant term. Failure to accept these conditions will result in denial of funding. Failure to adhere to these conditions throughout the grant term will result in loss of funding.

SALC's conditions of funding for easement acquisitions are as follows:

- Clean title to the agricultural conservation easement can be conveyed at close of escrow.
- The applicant and seller of the agricultural conservation easement agree to restrict the use of the land in perpetuity.
- Easement restrictions on agricultural uses will be allowed if the primary purpose for which the easement is being sought is consistent with continuing agricultural use and if the restrictions do not substantially prevent agricultural uses on the property.
- For projects on non-cultivated lands, the project includes development of a Department-approved sustainable management plan.
- For projects where the property includes forest lands, the project will comply with Civil Code Section 815.11.
- The total purchase price of the proposed easement shall not exceed the appraised fair market value of the easement.
- The easement appraisal must comply with the Department's published Overview and Preparation of Agricultural Conservation Easement Appraisals.
- The appraisal used to establish the easement value must be approved by DGS and the Department.
- The grantee will work with SALC staff to report on jobs-related co-benefits as required by California Air Resources Board
- The easement acquisition can be completed within 2 years of grant agreement effective date or any authorized extension.

SALC's conditions of funding for fee acquisitions are as follows:

- Clean title to the property can be conveyed at close of escrow.
- The title to the property will be encumbered in perpetuity with the following covenants that run with the land:
    - The property must actively be used for agricultural uses
    - Prohibits permanent severance of water rights from the fee
    - Restricts development potential on the property consistent with an agricultural conservation easement
    - All net proceeds from the lease revenue will be reinvested only in improvements on the purchased property or in pursuit of agricultural conservation easements in the region
    - From the subsequent fair market sale of the burdened fee title, the state must be paid its proportionate share of the net proceeds within 30 days of close of escrow
    - At least once every twelve months, the interest holder shall report to the Department certifying that the conditions of the deed are being upheld. The report must include an account of how each

covenant is being upheld, including documentation of income generated from leasing the property and documentation of agricultural use on the property.
    - At least once every twelve months, the interest holder shall allow the Department access to the property for the purposes of monitoring and verifying compliance with the terms of the deed.
- The buyer agrees to lease the property to one or more private operators for agricultural use or to sell the property to a private operator.
- For projects on non-cultivated lands, the project includes development of a Department-approved sustainable management plan.
- The total purchase price of the proposed acquisition shall not exceed the appraised fair market value of the property.
- The appraisal used to establish the easement value (for the purposes of determining Department funding) and the fair market value of the property must comply with DGS standards and must be approved by DGS and the Department.
- The property deed, including any exhibits, must be approved by the Department.
- The grantee will work with SALC staff to report on jobs-related co-benefits as required by California Air Resources Board
- The acquisition can be completed within 2 years of grant agreement effective date or any authorized extension.

Property Restrictions
Deed Language

The Department has developed deed language specific to SALC to address important terms and conditions that should be contained within each SALC-funded acquisition deed. Applicants are encouraged to review this language and discuss it with landowners and appraisers early in the process. Grantees will be required to obtain Department approval of the deed prior to disbursal of the acquisition funding. This language may be updated periodically and is available on the Department website or upon request.

Property Valuation
Appraisals

A current appraisal will be required to determine the fair market value of the property interest to be acquired, which will be used to determine the state's contribution to the acquisition.

All appraisals are subject to review and approval by the Department and the California Department of General Services Real Property Services Section (DGS). The grant will only fund the appraisal that establishes the acquisition value used to complete the transaction. This cost will only be covered if the project is approved for funding, the appraisal is approved by the state, and the grantee requests Department reimbursement of associated costs in the grant application. In no situation shall the purchase price be greater than the appraised fair market value of the interest to be acquired.

The appraisal should be submitted prior to close of escrow, and with sufficient time for Department and DGS review. If the project is approved, funding is available, and the appraisal contains a value that is higher than the estimate provided in the application, then, upon request by the grantee, awards may be increased:

- by up to five percent (5%) without further action by the Strategic Growth Council; or
- up to fifteen percent (15%) with formal action by and at the discretion of the Strategic Growth Council.

In no case shall the SALC contribution to the purchase price exceed seventy-five percent (75%) of the appraised easement value, except if the project met the requirements for reduced match at the time of award. Funding for any such increases in award amounts will be allocated either from existing non-allocated funds or from future allocations.

Any projects which receive award augmentations from future allocations will not be required to participate in any additional competitive solicitation processes. Any additional increase in valuation above fifteen percent (15%) will need to be covered by a landowner bargain sale (donation) or by other match funders.

Any savings that result from an appraised value that is lower than the applicant's estimated value may be apportioned to the participating funders to preserve the match.

The applicant must select and retain an independent, certified appraiser to appraise the project property. For both easement and fee purchases, the appraiser must use the "before and after" method of valuation to calculate the difference between the fair market value and the restricted value. The "before and after" method evaluates the property's market value under two scenarios: first, the current market value without restriction; and second, the diminished value as though encumbered by an agricultural conservation easement. The Department has developed a resource for appraisers and applicants, entitled Overview and Preparation of Agricultural Conservation Easement Appraisals, which is available on the Department website.

Applicants are encouraged to thoroughly discuss the restrictions and permitted uses associated with the proposed acquisition with the landowner and appraiser early in the appraisal process[4]. Major considerations such as reserved home sites or other areas that will not be utilized exclusively for agriculture must be confirmed prior to and be identified in the appraisal, as they will likely affect the easement valuation. Subsequent changes to proposed restrictions or permitted uses may necessitate an update to the appraisal.

If a significant amount of time (12 months or more) transpires between the effective date of the appraisal and the anticipated escrow closing date, applicants may be required to obtain a new appraisal.

Use-Based IRS Deductions

If a landowner seeks tax benefits from the Internal Revenue Service in return for the charitable donation of an easement or portion thereof, the timing and requirements of the easement appraisal are critical. See a tax attorney or accountant for more information – the Department is not able to provide the applicant or landowner with assistance relating to this or other tax-benefits. A "special use valuation" and qualified IRS deduction may affect the easement valuation.

Title Considerations

Due Diligence

Clean title is required in order to protect the state's investment. For the purposes of SALC, clean title refers to an absence of deeds, easements, leases, or other encumbrances that have the potential to undermine the state's investment. Such encumbrances must be resolved prior to close of escrow because they may grant another person or entity the ability to take action to prohibit the project or impact the easement terms in a manner that contradicts SALC's goals and objectives.

Applicants are expected to exercise due diligence to discover and disclose potential title issues in the pre-proposal and application. The Department will also work to identify such issues during its project review. If the applicant submits a full application, a plan to address each title issue should be included in the application. The information within this plan will affect the project's Readiness Ranking. Encumbrances for utility, road, or neighbor right-of-ways are examples of title issues that do not prohibit the conveyance of clean title under SALC.

[4] Applicants should advise appraisers and landowners that appraisals are public records under the California Public Records Act of 1968 (Chapter 3.5 of Division 7 of Title 1 of the Government Code, commencing with §6250).

Disbursement of funds into escrow for the purchase of an easement or fee interest in the property is contingent upon the Department's determination that identified title concerns have been resolved.

For properties where the surface owner does not have control over at least 51% of the underlying minerals, the mineral rights may be addressed through:

1. A Mineral Remoteness Evaluation which finds that the likelihood of the separated mineral rights being exercised on the relevant parcel(s) is so remote as to be negligible. This finding may be confirmed by the Department's Division of Oil, Gas, and Geothermal Resources and/or the Division of Mine Reclamation.
2. Quiet title action(s) to restrict surface access to mineral rights within the proposed property boundary, to set aside drilling pads to direct the separated mineral rights holders' extraction to a specific area, or to remove the separated mineral interests from title.
3. Subordination, surface use agreements, or remerger of the separated mineral interests to title.
4. Deed language that restricts surface access to the mineral rights within the proposed property boundary, or to set aside drilling pads to direct the separated mineral rights holders' extraction to a specific area, to the extent allowable by law.

Advance coordination with the Department and the applicant's title company is highly recommended if any separated mineral interest exists.

Mortgage and Lien Subordination

As part of the acquisition process, any liens or other financial encumbrances on the property are required to be either subordinated to the terms of the deed or payed off in closing. Subordination documents are subject to review and approval by the Department.

It is possible that the lender may charge a fee to provide the subordination. Applicants are encouraged to consult lenders early regarding subordination practices.

Additional Requirements and Considerations

Single Family Residences, Secondary Dwelling Units, and Farm Worker Housing

Each single family residence reserved in the deed will be limited to a maximum living area that is consistent with grantee's policies, local building codes, and the surrounding neighborhood. The residence must not significantly impair the conservation purpose of the deed.

The California Legislature has enacted numerous policies to address the state's shortage of housing, particularly affordable housing. Easements funded through this program shall not prohibit either secondary dwelling units or farmworker housing. Any easement restrictions on these dwellings cannot be more restrictive than California Government Code section 65852.2 or California Health and Safety Code section 17021.6, respectively.

Stewardship Fund

Costs related to the acquisition include funds dedicated solely for the long-term stewardship of the encumbered property. For agricultural conservation easements, stewardship typically includes annual monitoring and evaluation of easement threats. A portion of these funds is typically provided by the landowner. SALC Program funds cannot be used toward stewardship costs.

Within the Grant Agreement, grantees will certify their ability to effectively manage and account for stewardship funds, whether pooled for all acquisitions or held in separate accounts for individual acquisitions funded through the Grant Agreement.

Annual Reporting and Monitoring

Regular monitoring of and reporting on interests acquired with SALC funds is necessary to ensure compliance with the terms of the deed. Beginning the year after the deed is recorded, the Department requires an annual report from the interest holder certifying that the conditions of the deed are being upheld. For fee acquisitions, the report must include an account of how each covenant is being upheld, including documentation of income generated from leasing the property and documentation of agricultural use on the property.

For fee acquisitions, the grantee shall allow the Department access to the property for the purposes of monitoring and verifying compliance with the terms of the deed at least once every twelve months.

Section 3: Sustainable Agricultural Lands Conservation Planning Grants

Sustainable Agricultural Lands Conservation Planning grants provide funds to develop and implement plans for the protection of agricultural land at risk of conversion to non-agricultural uses, maintaining the economic viability of the region's agricultural lands, and developing the economic viability of regional food systems and infrastructure to support the production, aggregation, processing and distibrution of agricultural products. This component of SALC incentivizes local and regional governments to work closely with local stakeholders to develop local and regional land use policies and implementation activities that integrate agricultural land conservation in a way that reduces or avoids greenhouse gas emissions, supports job creation, and benefits AB 1550 populations.

Funding is limited to the eligible applicants and projects discussed below.

Eligible Applicants, Costs and Projects

Projects

Planning grants assist the development of innovative, consensus-based plans that establish comprehensive goals, policies and objectives such as:

- Identifying priority land for conservation;
- Maintaining the economic viability of the region's agricultural industry;
- Developing the required elements set forth in Government Code;
- Developing the economic viability of regional food systems and infrastructure to support the production, aggregation, processing and distribution of agricultural products;
- Protecting the agricultural land base from conversion non agricultural uses;
- Avoiding greenhouse gas emissions; and,
- Supporting implementation of sustainable communities strategy, including implementation of local plans supporting greenhouse gas emissions reduction efforts and promoting infill and compact development.

Plans may address unqiue regional threats to agricultural land and regional food systems, such as groundwater availability, catastrophic wildfire, agricultural economic viability and infrastructure for production, processing and distribution of agricultural products, how rural and urban areas interface with each other, how land use policies impact each region, and how co-benefits (e.g., habitat, groundwater recharge) can be enhanced.

Work plans should include:

- Community consensus building activities to develop a mitigation strategy for agricultural land when converted to other land uses, including providing general education and outreach about agricultural land conservation; and,
- Stakeholder meetings to support proposed project project planning.

The Department encourages grantees and partipating stakeholders to include impacted Native American tribes in developing and implementing Planning projects.

Who May Apply

Counties, cities, local area formation commissions, councils of government, municipal planning organiziations, regional transportation planning agencies, and special districts with land use or transportation planning authority are eligible to apply. The Department strongly encourages submittal of proposals that demonstrate a commitment to meaningful, actionable collaboration with stakeholders from multiple organizations (e.g., neighboring counties, cities, local area formation committees, agricultural organizations, land trusts, open space districts, community based organizations, and others). While there is no minimum number of partners that can be included in a proposal, priority scoring will be given to those applicants that are able to demonstrate strong and diverse partnerships.

Costs that May Be Reimbursed and Match Funding

Planning grants will reimburse grantees and participating stakeholders for all direct costs, including fully-burdened staff costs, incurred during the grant performance period and related to the project. All eligible costs must be supported by appropriate documentation. Costs incurred outside of the performance period, indirect/overhead costs, travel, food or beverages, and costs for CEQA document preparation are not eligible for reimbursement.

The application must include a minimum ten percent (10%) match funding. At least five percent (5%) of the requested grant amount must be a cash match; the balance may be in-kind. Match funds may be provided directly by the applicant or from other funding sources (e.g., other grant funds, local government contributions, or donations). Applicants cannot utilize other Department-administered program funding as match toward the grant.

Eligibility and Selection Criteria

The Eligibility and Selection Criteria focus on actionable policies and implementation mechanisms to conserve land locally-determined to be strategic and under threat of conversion to other land uses. Project readiness, stakeholder collaboration, and leverage of existing conservation efforts are all important considerations in the review process.

Proposals must meet all of the Eligibility Criteria to be considered for funding.

Below are the Eligibility and Selection Criteria upon which each proposal will be evaluated.

Eligibility Criteria
o The proposal is from an eligible applicant. o The proposal is consistent with the program's goals. o The proposal contains clearly stated and reportable objectives, measures of progress, and deliverables. o The proposal will avoid greenhouse gas emissions. o The proposal supports the implementation of an adopted or draft Sustainable Communities Strategy or, if a Sustainable Communities Strategy is not required for a region by law, a regional plan[5] that includes policies and programs to reduce greenhouse gas emissions. o The proposal demonstrates consistency with the State's Planning Priorities.

Ineligible proposals will not be funded under this program and include proposals that:

- Do not meet the goals of the Sustainable Agricultural Lands Conservation Program or present an Eligible Project;.
- Are not from an Eligible Applicant;
- Do not contain adequate documentation and required application materials, including a work plan, objectives, and deliverables;
- Are not received, in full, by the application deadline.

Proposals that meet all of the Eligibility Criteria will then scored using the Selection Criteria and ranked based on their score. Proposals will be awarded points for each Selection Criterion on a sliding scale from zero to the number listed in the Selection Criteria table. All information submitted in the application package will be used by reviewers to evaluate the proposal and should demonstrate how effectively the proposal meets the Sustainable Agricultural Lands Conservation Program goals and objectives.

Selection Criteria	Maximum Points
Project Need The proposal documents the threat of agricultural land conversion, the need to develop a plan to address the threat, how the proposed project will address the conversion risk, and any potential barriers to implementation. Points will be awarded based on the specificity with which the proposal identifies the types of data that will be used to evaluate agricultural resources, the local policies and ordinances it seeks to align, and the methods that will be used to resolve compatibility issues between these policies and ordinances, if any.	**30**
Co-Benefits The proposal documents economic, environmental, public health, or other co-benefits.	**20**
Proposal Evidences Collaboration The proposal provides evidence of durable collaboration among stakeholders.	**15**
Planning Integration The project complements other efforts in the Project geographic area, including comprehensive planning efforts and agricultural land use policies. The proposal documents how the project will leverage other permanently protected lands to promote location and resource-efficient development.	**10**
Priority population benefits The proposal qualifies for priority population status as described in Appendix B.	**5**
Total possible points	**80**

Selection for funding may not be determined by a project's selection criteria score alone. In determining which projects to award grant funding, the Strategic Growth Council may also consider factors including AHSC's goals and objectives, geographic distribution of funds, the urgency of the project, and the Strategic Growth Council's priorities. Alternate projects may be identified and recommended for approval by the Strategic Growth Council in the current round of funding in the event that any of the recommended projects loses funding. The Strategic Growth Council may award grants that partially fulfill the applicants request.

Application Review and Award Process

Applications for planning grants will be reviewed once per year, with the opportunity for additional cycles as funding and staff capacity allows. Additional application cycles will be announced on the Department of Conservation and Strategic Growth Council's websites at least 60 days in advance of the pre-proposal deadline.

Applicants are encouraged to submit a pre-proposal to the Department for a preliminary review of the proposed project prior to submission of a full application. Pre-proposals are reviewed and technical assistance is provided to facilitate the development of the application as needed. Pre-proposal forms are in Appendix E.

Application forms are available as Appendix F. Applications will be reviewed for completeness, whether they meet the Eligibility Criteria, and, if the Eligibility Criteria are met, the extent to which they meet the Selection Criteria. Incomplete applications may not be evaluated or considered for funding at the sole discretion of the State.

Following the Department's initial review of the projects in relation to the Eligibility Criteria, Selection Criteria, and Readiness Rankings, an Interagency Committee that includes Strategic Growth Council staff will review and evaluate all applications. This committee will make the final determination on which projects are recommended to the Strategic Growth Council for funding or as alternates.

A summary of each proposal, the Califonria Climiate Investments funding request, and priority population benefits status will be posted at least ten days before the Strategic Growth Council makes project awards. The Strategic Growth Council determines final project awards and will announce these awards at a public meeting. Applicants will be notified in writing of the Strategic Growth Council's decision by the Department upon award following the meeting at which the awards are announced.

Application Requirements

The application package is comprised of a Cover Sheet, Executive Summary not to exceed 2 pages, Application Questions Responses, Priority Population Benefits Checklist (if applicable), Work Plan, Budget, and Supporting Documents. Please see the appendices and the Department's website for forms and supporting material.

Sustainable Agricultural Lands Conservation Planning Grants *(All components are required unless otherwise noted)*
- Grant Application Cover Sheet - Executive Summary (1-page maximum) - Application Questions Responses - Work Plan - Budget - Supporting Documents - Priority Population Benefits Checklist and supporting documentation (only required if applying for priority poplation status)

Section 4: Post-Council Meeting and Grant Administration

These grant Guidelines apply to all SALC components unless noted. They are for general information and are subject to change.

Strategic Growth Council Approved Projects

All projects awarded by the Strategic Growth Council will only receive funding disbursements if the conditions of funding identified in these Guidelines and any additional conditions identified in the staff report, award letter, and grant agreement are satisfied. The State will not pay for projects that are not completed, although the state may reimburse costs incurred up to the point that the project withdraws, at the Strategic Growth Council's discretion. The Strategic Growth Council reserves the right to recover funds expended for projects that are not completed, at its sole discretion.

Overview of the Process After Grants Are Awarded

Steps in Executing the Grant Agreement

1. The Department notifes applicant of award, detailing additional conditions of funding, if any.
2. Department sends grant agreement and materials to grantee. Grant agreements are based on a standard template and have a duration of two years. The acquisition grant agreement is attached as Appendix F. The planning grant agreement is attached as Appendix G. With written justification from the applicant and at the discretion of the Strategic Growth Council, the duration of a grant agreement may be extended by up to an additional year.
3. Grantee must submit all supporting materials and a signed agreement within six (6) months of the Strategic Growth Council award or risk forfeiting the grant award.
4. Grantee signs and returns all required copies back to the State (a fully executed copy will be returned to the grantee).

Steps Upon Signature of the Grant Agreement

1. Grantee commences work.
2. Grantee may submit invoices no more than monthly, beginning sixty (60) days after execution of the grant agreement.
3. Grantee submits progress reports as required by the grant agreement. The Department submits project profiles[6] to CARB for use in CARB's annual report to the Legislature.
4. Grantee submits a final report upon completion of the grant agreement in order to receive its final payment. The State may withhold ten percent (10%) of Planning grant project costs and one hundred percent (100%) of remaining acquisition associated costs to ensure that final reports and documentation have been received.
5. All acquisitions require post-project annual reports from the interest holder certifying that the conditions of the deed are being upheld.

Funding and Accounting

Payment of Grant Funds

Funds cannot be disbursed until there is a fully executed Grant Agreement between the Department and the grantee. Only those eligible costs incurred during the grant term will be eligible for payment. All costs must be supported by invoices, purchase orders, canceled warrants/checks, or other approved documents. Additional justification of costs may be requested at the Department's discretion.

[6] Profile will include a unique identifier, project and description, project geographic area, budget information, project dates, estimated GHG benefits and any co-benefits, and if applicable, data on priority population benefits.

Organizational Considerations

Subcontractors and Purchasing
Grant recipients (grantees) may make use of their own staff and such subcontractor(s). Grantees are expected to adhere to the jurisdiction's or organization's competitive bid, internal contracting and purchasing guidelines. Documentation of the grantee's contracting or purchasing guidelines, processes, and project-specific approvals may be requested in the event of an audit by the State of California.

Workplace Certifications and Insurance

Pursuant to the requirements of Government Code §8355, grantees must sign a certification that a drug-free workplace will be provided.

Governmental grantees will be required to show evidence of self-insurance. All other grantees must obtain and keep Worker's Compensation, commercial general liability, and automobile liability insurance policies compliant with specifications provided by the Department for the term of the Grant Agreement. The insurance specifications are included within the standard grant agreement template. These policies shall cover any acts or omissions of the grantee or its employees engaged in the provision of service specified in the grant agreement.

Grantees shall name the State of California, its officers, agents, employees and servants as additional insured parties for all insurance required and are responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to the Department within thirty (30) days of Grant Agreement signature.

Loss of Funding (Not a complete list)
The following are examples of actions that may result in a grantee's loss of funding:

- Grantee fails to execute a Grant Agreement within 6 months of project award.
- Grantee withdraws from the grant program.
- Grantee fails to adhere to the conditions of funding specified in these Guidelines.
- Grantee fails to complete the funded work within two years of project award.
- Grantee fails to complete work in a manner that meets the requirements agreed upon.
- Grantee fails to submit all documentation within the time periods specified in the Grant Agreement.
- Grantee changes scope of work without approval of the Department.
- Grantee changes the subcontractor or partner(s) identified in the work plan or application without approval from the Department.

APPENDIX A – Risk Options

SALC must facilitate the achievement of greenhouse gas emissions avoided as described in CARB's 2018 Funding Guidelines. SALC measures greenhouse gas emissions avoided based on the estimated avoided vehicle miles traveled, soil disturbance caused by construction, and building energy use resulting from protecting agricultural land at risk of conversion and limiting opportunities for expansive, vehicle-dependent forms of development. These avoided emissions are quantified at the project level for funded acquisition projects.

Each acquisition project is required to demonstrate that the agricultural lands within the project's boundary will result in avoided greenhouse gas emissions. The risk options listed in this Appendix are used to determine whether a property is at risk of conversion and for the purposes of quantifying a project's avoided greenhouse gas emissions.

The risk options categorize the types and land use densities anticipated, should the proposed site be converted to more intense uses based on local conditions. The density type and project size are used to quantify the number of development rights that would be extinguished by completing the project, which are then used to calculate the anticipated GHG emissions that would be avoided by completing the project.

The Department will quantify the number of development rights to be extinguished based on data provided by applicants. Applicants are encouraged to contact the Department should they require assistance in understanding or documenting their project's risk option.

The following list describes those agricultural lands considered at risk for purposes of CARB's most recentQuantification Methodology for Agricultural Lands Conservation. In order to ensure that projects will result in GHG benefits, applicants must demonstrate that agricultural lands within the project boundary are at risk of conversion using one of the risk options listed below.

Residential Risk: Options to demonstrate risk of conversion for which residential zoning can be used to calculate the number of extinguished development rights:

1. Agricultural land identified for development as evidenced by inclusion in a development proposal submitted to the local government, undergoing environmental review, or publicly available from controlling interests within the past 5 years;
2. Agricultural land identified for potential rezoning from agricultural to residential use by a jurisdiction as evidenced by a revised zoning proposal or land use plan, or undergoing environmental review, within the past 5 years;
3. Agricultural land within a city's Sphere of Influence or municipal service boundary and, if applicable, within the city's urban growth boundary according to the city's general plan;
4. Agricultural land within a proposed expanded city boundary (annexation), Sphere of Influence, municipal service boundary, or specific plan;
5. Agricultural land within two miles of a city's Sphere of Influence or municipal service boundary, or within two miles of an unincorporated area which is zoned for or contains residential development where the average lot size is two acres or less.

Rural Residential Risk: Options to demonstrate risk of conversion for which rural residential zoning can be used to calculate the number of extinguished development rights:

6. Agricultural land identified for potential rezoning from agricultural to rural residential use (one to ten acres) by a jurisdiction as evidenced by a revised zoning proposal or land use plan, or undergoing environmental review, within the past 5 years;
7. Agricultural land between two and five miles from land developed or zoned for residential use with an average lot size of one acre or less, or agricultural land up to five miles from land developed or zoned for rural residential use (one to ten acres) in the county General Plan.

APPENDIX B – Acquisition Grant Pre-proposal

SUBMITTAL REQUIREMENTS

Submittal of a pre-proposal worksheet for prospective grant applications is mandatory to be eligible for SALC Program easement funding. Grant applications are due August 28, 2020 and will not be accepted unless a pre-proposal worksheet was received for the project by the April 30, 2020 deadline.

Pre-proposals will be reviewed and technical assistance provided to facilitate the development of competitive grant applications. Applicants interested in receiving technical assistance prior to submission of a pre-proposal may contact the Department with questions.

Please submit this worksheet along with:

1) a preliminary title report that is less than twelve months old, and
2) maps of the project boundaries and location of existing and/or reserved building envelopes.

Please submit the below for to the Department of Conservation via email to salcp@conservation.ca.gov.

Basic Information		
Project Title		
Location (County and Nearest City)		
Interest to be acquired	☐ Easement ☐ Fee	
Located within a Priority Population	☐ **Y** ☐ **N** *[Census tract number]*	
Priority Population Status	☐ **Y** ☐ **N** *[If yes, attach Priority Population Benefits Checklist]*	
Risk Option number[7]		
Project Funding		
SALC Acquisition Request Amount[8]	$	
Match Amount *(toward easement value only)*	$	
Matching Funds Source	*[i.e., NRCS-ACEP, WCB-CAPP, etc.]*	
Status of Match	*[i.e., application submitted, in grant agreement, etc.]*	
Does all or a portion of the match come from another CCI program?	**Y** **N**	*[If yes, indicate source(s)]*
Estimated Easement Value	$	
Estimated Fair Market Value of the Fee	$	
Associated Costs Request[9]	*[Up to $50,000]*	

[7] Refer to Appendix A of the Round 6 SALC Program Guidelines.

[8] Acquisitions where fifty percent (50%) or more of the property both: i) consists of prime farmland or farmland of statewide importance, as identified by the Farmland Mapping and Monitoring Program; and ii) is located in a priority population identified using the map above are eligible to receive 100% funding toward the estimated easement value. Applicants that request 100% of the easement value but are found not to qualify for 100% funding will have their request adjusted to 75% of the estimated easement value and shall be responsible for securing the remaining funds necessary to complete the acquisition, should the project be funded.

[9] The Strategic Growth Council will allocate up to $50,000 in associated costs funding for each awarded project, unless applicants specify a lower amount in the application. The Strategic Growth Council may increase a project's associated cost allocation, if it determines such costs are commensurate with the work needed to complete the project. Please contact SALC staff prior to the application deadline for the forms necessary to seek associated costs in excess of $50,000.

Management Plan Request	*[Up to $10,000]*
Applicant Information	
Applicant	
Federal Employer ID Number	
Mailing Address	
Contact Person	
Title	
Phone Number	
Email Address	
Co-Applicant Information *(if applicable)*	
Co-Applicant	
Contact Person	
Phone Number	
Email Address	
Parcel Information	
Project APN(s)	
Current Zoning/ Minimum Parcel Size	
Number of existing legal parcels[10]	
Proposed number of easements	
Restrictions on Agricultural Use?	☐ **Y** ☐ **N** Explanation: _____
Project Acreage	
Total Project Acreage (Assessor's Acreage)	
Prime Farmland[11] Acres	
Irrigated Acres	
Non-irrigated / Grazing Acres	
Nonagricultural Acres	
Sale and Subdivision	
Would proposed acquisition prohibit further subdivision of existing legal parcels? (please explain)	☐ **Y** ☐ **N** Explanation: _____
Would proposed acquisition prohibit sale of existing legal parcels	☐ **Y** ☐ **N** Explanation: _____

[10] Please confirm this information with the relevant County Planning Department.
[11] Prime Farmland as mapped by the California Department of Conservation Farmland Mapping and Monitoring Program.

separately from other parcels in project area? (please explain)	
Water and Mineral Rights	
Water Rights and Source(s)	
Third party mineral rights holder(s)?	☐ **Y** ☐ **N** Explanation: _____
Severed mineral rights?	☐ **Y** ☐ **N** Explanation: _____
Evidence of past mining?	☐ **Y** ☐ **N** Explanation: _____
Existing and Reserved Single-family Residences	
Number of **single-family (SF) residences** currently on the property	
Approximate size of each **SF residence** (square footage of living area)	
Number of additional **SF residences** to be reserved in easement (if any):	
Size restriction (sq ft), if any, on reserved and/or existing **SF residences**	
Existing Farm Labor Residences	
Number of **farm labor residential** structures/units currently on property	
Approximate size of each **farm labor residence** (square footage of living area)	
Building Envelopes	
Existing Building Envelope(s)[12] on the property?	Number: ____ Approximate Acres (each): ____
Additional Building Envelope(s) to be reserved (e.g., residential, ag. employee, agricultural infrastructure)?	Number: ____ Approximate Acres (each): ____
Additional Information	
Other Reserved Rights[13] (e.g., oil and gas site, solar, communication towers)	Please list: _____
Any critical deadlines?	Please describe: _____

[12] The term "building envelope", also known as a farmstead area, refers to an area delineated in the easement within which the structures on the property are located and building may occur. Building envelopes must be designated around existing residences, as well as sites for proposed future residences. Applicants must submit a map showing the general location, size and shape of existing and/or proposed building envelopes.

[13] Other reserved rights listed here are subject to review and approval by the Department. In order to be considered in the easement, other reserved rights must be included here.

RISK OF CONVERSION SUMMARY SHEET AND SUPPORTING EVIDENCE

To be eligible for funds, the proposed property must be considered at risk of conversion to a non-agricultural land use. The applicant must demonstrate this risk of conversion by providing supporting evidence for the selected risk option below.[14] The Department will also utilize the selected risk option to determine the number of development rights to be extinguished for purposes of quantifying greenhouse gas benefits associated with the project.

Please check the option below that best describes the risk to the property and describe the supporting evidence provided, such as relevant development proposal, map showing distance to nearest development, etc. Attach supporting evidence.

Check one	Risk
	1. Agricultural land identified for development as evidenced by inclusion in a development proposal submitted to the local government, undergoing environmental review, or publicly available from controlling interests within the past 5 years.
	2. Agricultural land identified for potential rezoning from agricultural to residential use by a jurisdiction as evidenced by a revised zoning proposal or land use plan, or undergoing environmental review, within the past 5 years.
	3. Agricultural land within a city's Sphere of Influence or municipal service boundary and, if applicable, within the city's urban growth boundary according to the city's general plan.
	4. Agricultural land within a proposed expanded city boundary (annexation), Sphere of Influence, municipal service boundary, or specific plan.
	5. Agricultural land within two miles of a city's Sphere of Influence or municipal service boundary, or within two miles of an unincorporated area which is zoned for or contains residential development where the average lot size is two acres or less.
	6. Agricultural land identified for potential rezoning from agricultural to rural residential use (one to ten acres) by a jurisdiction as evidenced by a revised zoning proposal or land use plan, or undergoing environmental review, within the past 5 years.
	7. Agricultural land within two to five miles of land developed or zoned for residential use where the average lot size is one acre or less, or agricultural land up to five miles from land developed or zoned for rural residential use (one to ten acres) in the county General Plan.

[14] Risk options are discussed in Appendix A of the Round 6 SALC Program Guidelines. Applicants are encouraged to contact the Department should they require assistance in understanding or documenting the risk of conversion facing the proposed property.

ELIGIBILITY DISCUSSION

Below, please explain how your proposal satisfies each of the eligibility criteria.
More detailed information to determine a proposal's eligibility will be required in the full grant application. Please see the Round 5 SALC Program Guidelines for additional information.

(a) Confirm that the applicant is an Eligible Applicant as defined on Page 6 of the Guidelines
Response:
(b) Provide a brief description of the project, including the current agricultural operation on the property. Is the parcel proposed for conservation expected to continue to be used for, and is it large enough to sustain, commercial agricultural production? (Non-irrigated rangeland and/or pasture land may be used to satisfy this criterion.)
Response:
(c) If the applicant intends to restrict agricultural intensification on the property, describe the restrictions and discuss (a) how those restriction are consistent with the property's continuing agricultural use, and (b) whether the restrictions would substantially prevent agricultural use on the property.
Response:
(d) Confirm that the applicant agrees to all Conditions of Funding for the proposed project type.
Response:
(e) Describe how the property will support infill and compact development.
Response:
(f) Describe how the proposal will support the implementation of an adopted or draft sustainable communities strategy or, if a sustainable communities strategy is not required for a region by law, a regional plan that includes policies and programs to reduce greenhouse gas emissions.
Response:
(g) Describe how the project is consistent with the State's Planning Priorities
Response:
(h) Does the property have any known agricultural constraints (e.g., due to soil or water contamination)? Describe.
Response:
(i) Describe the market, infrastructure, and agricultural support services around the property.
Response:
(f) Is the proposed acquisition part of a local government's condition placed upon the issuance of an entitlement for use of a specific property. If yes, please describe.
Response:

Co-benefits
Please provide a brief discussion of the environmental, economic, public health, and other co-benefits that this project would provide.
Other Comments
Note any other comments, potential concerns, etc. here.

APPENDIX C – Acquisition Grant Application

Submitting An Application

This is the application form for Agricultural Conservation Acquisition (Acquisition) Grants under the Round 6 Guidelines for the Sustainable Agricultural Lands Conservation Program (Guidelines). The Guidelines detail the background and eligibility requirements for funding under the program. Applicants should familiarize themselves with the Round 6 Guidelines prior to completing this grant application and refer to them for questions regarding this form. SALC staff are available prior to the application deadline to provide technical assistance to eligible applicants interested in submitting an application.

Initial Screening–Pre-proposals

Applicants are required to submit a pre-proposal to the Department prior to submitting an application. Please refer to the Pre-Proposals section of the Guidelines for additional information.

Grant Application Submission

Please use the Grant Application Checklist to ensure that all necessary materials are submitted. Incomplete applications may not be evaluated or considered for funding at the sole discretion of the State. Early consultation with SALC staff regarding proposed projects is strongly encouraged to achieve the most efficient review process possible.

The application process and requirements for Acquisition grants is detailed in Section 2 of the Guidelines. Pre-proposals and applications must be submitted electronically by 11:59 p.m. on the deadlines specified in "SALC Program At-a-Glance," to be considered for funding.

Applicants must submit the entire application to the Department via email (salcp@conservation.ca.gov). **Receipt of the digital application by the Department determines the official submittal date and time.** The SALC team will acknowledge receipt of the digital application via email to the Contact Person listed on the Grant Application Cover Sheet.

Acquisition Grant Application Checklist

REQUIRED COMPONENTS *All grant applications must include the following:*			
	Application Cover Sheet		
	Executive Summary (1-page maximum)		
	Acquisition Summary Sheet		
	Risk of Conversion Summary Sheet and Supporting Evidence		
	Certification of Acceptance of Conditions of Funding		
	Detailed Characteristics of the Proposed Project (7-page maximum)		
	Applicant Resolution of Support		
	Letter to Planning Director		
	Preliminary Title Report, Underlying Documents, Assessor's Parcel Map(s)		
	Buyer-Seller Letter of Intent		
	Appraisal or Support for Estimated Easement Value		
	Project Geographic Area Map		
	Building Envelope Map		
Documentation of Organizational Capacity *I certify here that the most current versions of the documents below are on record at the Department or attached:* _____ _____ Name, Title Date			
	Proof of Land Trust Accreditation Commission Accreditation **OR** copies of all policies listed below.		
	Easement Amendment Policy		Conflict of Interest Policy
	Monitoring Policy		Easement Enforcement Policy
	Stewardship Endowment Policy		
Documentation of Organizational Eligibility *I certify here that the most current versions of the documents below are on record at the Department or attached:* _____ _____ Name, Title Date			
	IRS 501(c)3 status		
	Articles of Incorporation		
	Bylaws		
	Adopted Policy or Statement of Purpose for conservation of agriculture, rangeland, or farmland *(if different from above)*		

	Copy of relevant statute *(governmental applicants only)*

ADDITIONAL COMPONENTS *Applicants may submit the following as relevant to their application:*	
	Priority Population Benefits Checklist *(required if claiming Priority Population benefits status)*
	Maps showing parcel number(s), proximity to Spheres of Influence, plotted easements, and proximity to protected lands.

INTEREST HOLDER DOCUMENTATION *(applicable when the applicant is not the intended holder of the real property interest)*			
	Certification of Acceptance of Conditions of Funding		
	Interest Holder's Resolution of Support		
Documentation of Organizational Capacity *I certify here that the most current versions of the documents below are on record at the Department or attached:* _____ _____ Name, Title Date			
	Proof of Land Trust Accreditation Commission Accreditation **OR** copies of all policies listed below.		
	Easement Amendment Policy		Conflict of Interest Policy
	Monitoring Policy		Easement Enforcement Policy
	Stewardship Endowment Policy		
Documentation of Organizational Eligibility *I certify here that the most current versions of the documents below are on record at the Department or attached:* _____ _____ Name, Title Date			
	IRS 501(c)3 status		
	Articles of Incorporation		
	Bylaws		
	Adopted Policy or Statement of Purpose for conservation of agriculture, rangeland, or farmland *(if different from above)*		
	Copy of relevant statute *(governmental applicants only)*		

Acquisition Grant Application Cover Sheet

Basic Information		
Project Title		
Location (County and Nearest City)		
Interest to be acquired	☐ Easement ☐ Fee	
Located within a Priority Population	☐ **Y** ☐ **N** *[Census tract number]*	
Priority Population Status	☐ **Y** ☐ **N** *[If yes, attach Priority Population Benefits Checklist]*	
Risk Option number[15]		
Project Funding		
SALC Acquisition Request Amount[16]	$	
Match Amount *(toward easement value only)*	$	
Matching Funds Source	*[i.e., NRCS-ACEP, WCB-CAPP, etc.]*	
Status of Match	*[i.e., application submitted, in grant agreement, etc.]*	
Does all or a portion of the match come from another CCI program?	**Y** **N**	*[If yes, indicate source(s)]*
Estimated Easement Value	$	
Estimated Fair Market Value of the Fee	$	
Associated Costs Request[17]	*[Up to $50,000]*	
Management Plan Request	*[Up to $10,000]*	
Applicant Information		
Applicant		
Federal Employer ID Number		
Mailing Address		
Contact Person		
Title		
Phone Number		

[15] Refer to Appendix A of the Round 6 SALC Program Guidelines.

[16] Acquisitions where fifty percent (50%) or more of the property both: i) consists of prime farmland or farmland of statewide importance, as identified by the Farmland Mapping and Monitoring Program; and ii) is located in a priority population identified using the map above are eligible to receive 100% funding toward the estimated easement value. Applicants that request 100% of the easement value but are found not to qualify for 100% funding will have their request adjusted to 75% of the estimated easement value and shall be responsible for securing the remaining funds necessary to complete the acquisition, should the project be funded.

[17] The Strategic Growth Council will allocate up to $50,000 in associated costs funding for each awarded project, unless applicants specify a lower amount in the application. The Strategic Growth Council may increase a project's associated cost allocation, if it determines such costs are commensurate with the work needed to complete the project. Please contact SALC staff prior to the application deadline for the forms necessary to seek associated costs in excess of $50,000.

Email Address	

Acquisition Grant Application Cover Sheet (continued)

Complete if applicable:

Co-Applicant/Intended Interest Holder Information	
Co-Applicant	
Federal Employer ID Number	
Mailing Address	
Contact Person	
Title	
Phone Number	
Email Address	

Nonprofit applicants that intend to be the holder of the real property interest to be acquired must be accredited by the Land Trust Accreditation Commission (LTAC) or have adopted equivalent or greater policies regarding conflict of interest, amendments, monitoring, stewardship endowments, and enforcement prior to submission of an application. Those that haven't must apply with either a co-applicant that has such policies in place or a government entity.

Executive Summary

This section (**one (1) page** maximum) should provide a brief but thorough description of:

- The proposed project and its scope (project type, agricultural use, farmland quality, location, and size),
- An explanation of the development pressure impacting the surrounding area, including a summary of relevant risk option(s),
- Any environmental, economic, or public health co-benefits for California associated with the proposed acquisition, and
- Whether the landowner must meet any critical deadlines for concluding the transaction.

Acquisition Summary Sheet

All fields in this section must be filled out for the application to be considered complete.

General Information	
Project Title	
Landowner Name(s)/ Ownership Structure	
Street Address of Property (or nearest cross streets)	
Project APN(s)	
Current Zoning/ Minimum Parcel Size	
Number of existing legal parcels[18]	
Proposed number of easements *(if applicable)*	
Project Acreage	
Total Project Acreage (Assessor's Acreage)	
Prime Farmland[19] Acres	
Irrigated Acres	
Non-irrigated / Grazing Acres	
Nonagricultural Acres	
Sale and Subdivision	
Would proposed acquisition prohibit further subdivision of existing legal parcels? (please explain)	☐ **Y** ☐ **N** Explanation: _____
Would proposed acquisition prohibit sale of existing legal parcels separately from other parcels in project area? (please explain)	☐ **Y** ☐ **N** Explanation: _____
Water and Mineral Rights	

Water Rights and Source(s)	
Third party mineral rights holder(s)?	☐ **Y** ☐ **N** Explanation: _____
Severed mineral rights?	☐ **Y** ☐ **N** Explanation: _____
Evidence of past mining?	☐ **Y** ☐ **N** Explanation: _____
Existing and Reserved Single-family Residences	

[18] Please confirm this information with the relevant County Planning Department.
[19] Prime Farmland as mapped by the California Department of Conservation Farmland Mapping and Monitoring Program.

Number of **single-family (SF) residences** currently on the property	
Approximate size of each **SF residence** (square footage of living area)	
Number of additional **SF residences** to be reserved in easement (if any):	
Size restriction (sq ft), if any, on reserved and/or existing **SF residences**	
Existing Farm Labor Residences	
Number of **farm labor residential** structures/units currently on property	
Approximate size of each **farm labor residence** (square footage of living area)	
Building Envelopes	
Existing Building Envelope(s)[20] on the property?	Number: ____ Approximate Acres (each): ____
Additional Building Envelope(s) to be reserved (e.g., residential, ag. employee, agricultural infrastructure)?	Number: ____ Approximate Acres (each): ____
Additional Information	
Other Reserved Rights[21] (e.g., oil and gas site, solar, communication towers)	Please list: _____
Any critical deadlines?	Please describe: _____

[20] The term "building envelope", also known as a farmstead area, refers to an area delineated in the easement within which the structures on the property are located and building may occur. Building envelopes must be designated around existing residences, as well as sites for proposed future residences. Applicants must submit a map showing the general location, size and shape of existing and/or proposed building envelopes.

[21] Other reserved rights listed here are subject to review and approval by the Department. In order to be considered in the easement, other reserved rights must be included here.

RISK OF CONVERSION SUMMARY SHEET AND SUPPORTING EVIDENCE

To be eligible for funds, the proposed property must be considered at risk of conversion to a non-agricultural land use. The applicant must demonstrate this risk of conversion by providing supporting evidence for the selected risk option below.[22] The Department will also utilize the selected risk option to determine the number of development rights to be extinguished for purposes of quantifying greenhouse gas benefits associated with the project.

Please check the option below that best describes the risk to the property and describe the supporting evidence provided, such as relevant development proposal, map showing distance to nearest development, etc. Attach supporting evidence.

Check one	Risk	Description and reference to Supporting Evidence included in the Application
	8. Agricultural land identified for development as evidenced by inclusion in a development proposal submitted to the local government, undergoing environmental review, or publicly available from controlling interests within the past 5 years.	
	9. Agricultural land identified for potential rezoning from agricultural to residential use by a jurisdiction as evidenced by a revised zoning proposal or land use plan, or undergoing environmental review, within the past 5 years.	
	10. Agricultural land within a city's Sphere of Influence or municipal service boundary and, if applicable, within the city's urban growth boundary according to the city's general plan.	
	11. Agricultural land within a proposed expanded city boundary (annexation), Sphere of Influence, municipal service boundary, or specific plan.	
	12. Agricultural land within two miles of a city's Sphere of Influence or municipal service boundary, or within two miles of an unincorporated area which is zoned for or contains residential development where the average lot size is two acres or less.	
	13. Agricultural land identified for potential rezoning from agricultural to rural residential use (one to ten acres) by a jurisdiction as evidenced by a revised zoning proposal or land use plan, or undergoing environmental review, within the past 5 years.	
	14. Agricultural land within two to five miles of land developed or zoned for residential use where the average lot size is one acre or less, or agricultural land up to five miles from land developed or zoned for rural residential use (one to ten acres) in the county General Plan.	

[22] Risk options are discussed in Appendix A of the Round 6 SALC Program Guidelines. Applicants are encouraged to contact the Department should they require assistance in understanding or documenting the risk of conversion facing the proposed property.

Certification of Acceptance of Conditions of Funding (EASEMENTS)

This Certification must be signed by the President of the applicant's Board of Directors, or similar governing body, or their authorized designee. An unsigned Certification Sheet may be cause for rejection of the application. By signing this Certification, the applicant [and co-applicant] is/are declaring that:

- Clean title to the agricultural conservation easement can be conveyed at close of escrow.
- The applicant and seller of the agricultural conservation easement agree to restrict the use of the land in perpetuity.
- Easement restrictions on agricultural uses will be allowed if the primary purpose for which the easement is being sought is consistent with continuing agricultural use and if the restrictions do not substantially prevent agricultural uses on the property.
- For projects on non-cultivated lands, the project includes development of a Department-approved resource management plan.
- For projects where the property includes forest lands, the project will comply with Civil Code Section 815.11.
- The total purchase price of the proposed easement shall not exceed the appraised fair market value of the easement.
- The easement appraisal must comply with the Department's published Overview and Preparation of Agricultural Conservation Easement Appraisals.
- The appraisal used to establish the easement value must be approved by DGS and the Department.
- The grantee will work with SALC staff to report on jobs-related co-benefits as required by California Air Resources Board
- The easement acquisition can be completed within 2 years of grant agreement effective date or any authorized extension.

Applicant		
Authorized Signature	*Name/Title (Print or Type)*	*Date Signed*

Co-Applicant (If Applicable)		
Authorized Signature	*Name/Title (Print or Type)*	*Date Signed*

Certification of Acceptance of Conditions of Funding (FEE ACQUISITIONS)

This Certification must be signed by the President of the applicant's Board of Directors, or similar governing body, or their authorized designee. An unsigned Certification Sheet may be cause for rejection of the application. By signing this Certification, the applicant [and co-applicant] is/are declaring that:

- Clean title to the property can be conveyed at close of escrow.[6]
- The title to the property will be encumbered in perpetuity with the following covenants that runs with the land:
  - The property must actively be used for agricultural uses
  - Prohibits permanent severance of water rights from the fee
  - Restricts development potential on the property consistent with an agricultural conservation easement
  - All net proceeds from the lease revenue will be reinvested only in improvements on the purchased property or in pursuit of agricultural conservation easements in the region
  - From the subsequent fair market sale of the burdened fee title, the state must be paid its proportionate share of the net proceeds within 30 days of close of escrow
  - At least once every twelve months, the interest holder shall report to the Department certifying that the conditions of the deed are being upheld. The report must include an account of how each covenant is being upheld, including documentation of income generated from leasing the property and documentation of agricultural use on the property.
  - At least once every twelve months, the interest holder shall allow the Department access to the property for the purposes of monitoring and verifying compliance with the terms of the deed.
- The buyer agrees to lease the property to one or more private operators for agricultural use or to sell the property to a private operator.
- For projects on non-cultivated lands, the project includes development of a Department-approved sustainable management plan.
- The total purchase price of the proposed acquisition shall not exceed the appraised fair market value of the property.
- The appraisal used to establish the easement value (for the purposes of determining Department funding) and the fair market value of the property must comply with DGS standards and must be approved by DGS and the Department.
- The property deed, including any exhibits, must be approved by the Department.
- The grantee will work with SALC staff to report on jobs-related co-benefits as required by California Air Resources Board
- The acquisition can be completed within 2 years of grant agreement effective date or any authorized extension.

Applicant		
Authorized Signature	*Name/Title (Print or Type)*	*Date Signed*

Co-Applicant (If Applicable)		
Authorized Signature	*Name/Title (Print or Type)*	*Date Signed*

Detailed Characteristics of the Proposed Project

This section should be used to explain attributes of the proposed easement, the applicant's capabilities, and regional policies that are relevant to the goals of the Sustainable Agricultural Lands Conservation Program. This section should not exceed **eight (8) pages**. Please answer the following questions, maintaining the lettering format below.

a. Describe how the project will support infill and compact development.

b. Describe how the project supports the implementation of an adopted or draft Sustainable Communities Strategy or, if a Sustainable Communities Strategy is not required for a region by law, a regional plan[23] that includes policies and programs to reduce greenhouse gas emissions. Be sure to provide references to the specific goals, objectives, or policies that your project supports.

c. Describe how the project is consistent with the State's Planning Priorities.

d. Describe the property's current and proposed agricultural use, including any onsite infrastructure that supports the agricultural use and whether the property is large enough and likely to sustain commercial agricultural production. Are there any known agricultural constraints on the property? If so, describe.

e. Describe the market, infrastructure, and agricultural support services in the area. How far are these markets, infrastructure, and support services from the property? How does the agricultural operator onsite access them? Are these markets, infrastructure, and services sufficient to support long-term commercial agricultural production?

f. Is the property identified for conservation in an adopted agricultural conservation plan, regional agricultural conservation program, agricultural mitigation plan, SALC-funded plan, or sustainable communities strategy? If so, please describe the plan and any priorities the property meets.

g. Describe any restrictions on agricultural use that would be required in the easement and how the nonagricultural qualities being protected by such restrictions: (a) are consistent with the property's continuing agricultural use, and (b) do not substantially prevent agricultural uses on the property.

h. Does the property have adequate water availability and water quality for agricultural purposes? Is the property within an overdrafted or critically overdrafted SGMA basin? If so, which one?

i. Describe any on-farm conservation management practices[24] that the landowner has incorporated or is in the process of incorporating on the property to build soil health for carbon sequestration. If the landowner has received funding to incorporate such practices, please attach supporting documentation.

j. Describe any on-farm management practices that the landowner has incorporated or is in the process of incorporating on the property to improve water use efficiency, conservation, and reduction, increase use of recycled water, support groundwater recharge, or reduce reliance on groundwater. If the landowner has received funding to incorporate such practices, please attach supporting documentation.

k. Describe any environmental conservation values or co-benefits that may result from the conservation of this property (e.g., protection of open space, viewshed, wildlife habitat, biodiversity, riparian corridor, habitat along an elevational gradient; reduction in the potential for catastrophic wildfire).

---

[23] See Round 6 SALC Program Guidelines, pages C-4 and C-5, for definitions of "Sustainable Communities Strategy" and "regional plan" used by the SALC Program.

[24] See Round 6 SALC Program Guidelines Glossary for the definition of "conservation management practices" used by the SALC Program.

l. Is the property within strategic proximity to other permanently protected property (e.g., other agricultural conservation easements, habitat conservation easements, or other fee-title protection)?

m. Is the property identified for conservation in an adopted habitat or wildlife conservation plan, regional habitat or wildlife conservation program, or habitat or wildlife mitigation plan? If so, please describe the plan and any priorities the property meets.

n. Describe any economic co-benefits that may result from the conservation of this property (e.g., retention of local jobs and agricultural revenue; food production for local or regional markets; retention of entrepreneurial opportunities; avoidance of spending on municipal services for dispersed development).

o. Describe any public health co-benefits that may result from the conservation of this property (e.g., reduction or elimination of pesticide use; access to affordable, nutritious foods; reductions in food waste; reduction in the risk of wildfire-related health impacts).

p. Describe any other co-benefits that may result from the conservation of this property (e.g., access to cultural resources provided in collaboration with one or more tribes; educational opportunities for students or new farmers).

Applicant Resolution of Support

The applicant is required to submit a signed resolution of support from its board of directors or similar governing body authorizing the submittal of a grant application to the SALC Program. The resolution must:

1) Authorize the submittal of an acquisition grant application to the SALC Program;
2) Authorize entrance into a grant agreement with the Department for the project and agree to accept the template terms and conditions, available in Appendix F of the Guidelines, if the project is awarded funding;
3) Certify that no conflict of interest or appearance of conflict of interest exists for any member of the applicant's Board of Directors as relates to the project; and,
4) Authorize a designated individual to execute tasks, such as signing documents, related to the application, grant agreement, and acquisition, if the project is awarded funding.

Notification Letter to the Planning Director

In order to ensure local support for the project, the applicant must notify the local government's Planning Director about their application to the program via letter. The letter should indicate the applicant's intent to apply for a grant to acquire an agricultural conservation easement, the Department's contact information in case the local government has concerns, and the anticipated date of the Council meeting at which the easement application is proposed to be considered for approval. The notification should include the applicant and not the landowner's name.

Preliminary Title Report and Assessor's Parcel Map(s)

Applicants are expected to exercise due diligence to discover and disclose potential title issues in the pre-proposal and application. A preliminary title report that is less than twelve (12) months old and a plan to address each title issue must be submitted with the application. The title report should be submitted as a separate file from the application and should be accompanied by all relevant underlying documents, associated assessor's parcel maps, and a plotted easements map. Underlying documents should be submitted as hyperlinks in the preliminary title report unless extenuating circumstances exist.

In the space below, please describe how you intend to address any potential title concerns, as well as your timeframe for doing so.

Applicant-Landowner Letter of Intent

The applicant must provide a letter from the landowner(s) stating the landowner's intent to work with the applicant to conserve the property via sale of an easement. All landowners listed on title must sign the letter of intent. This letter must address the following items:

1. Landowner's pursuit of sale of the easement or fee, as applicable, is voluntary;
2. Use of the property will be restricted to agricultural and compatible conservation uses in perpetuity; and
3. No government agency has conditioned the issuance of an entitlement to use on the proposed acquisition.

For projects where the land proposed to be conserved under easement includes some forest lands, the letter must also indicate that the landowner agrees to the conditions outlined in Civil Code Section 815.11.

The applicant may provide an option agreement in lieu of a letter of intent if the option agreement includes the above information.
Sample documents are posted on the Department website.

Appraisal/Support for Estimated Acquisition Value

A current appraisal is not a required component of the Application. However, the applicant must provide support for the acquisition value identified in the application cover sheet. This support may be in the form of a preliminary or complete appraisal, or a detailed estimate for the anticipated cost of the acquisition, and material to support the valuation estimate. The Department reserves the right to require that a current appraisal accompany the grant application if, in its sole discretion, it determines that insufficient data is available to support an estimate.

The SALC Program will only fund the appraisal that is approved by the state and used for the actual acquisition. This cost will only be covered if the project is approved for funding.

Project Geographic Area Map(s)

In addition to the required assessor's parcel map(s), applicants must submit a pdf map of the project boundary with their application.

Applicants may also submit maps depicting the proposed project boundary relative to Important Farmland data, nearest Sphere of Influence, priority planning areas, and other protected lands in the vicinity. If the applicant can document additional conserved lands or resource values that support the proposal, they are encouraged to provide supplemental maps to that effect.

Applicants are encouraged to provide GIS shapefiles of any data included in their maps.

Map of Building Envelope(s) and Excluded Area(s)

If building envelope(s) is/are to be designated within the project area, applicants must submit a map depicting the location and size/dimensions of existing and/or proposed envelope(s). Building envelopes must be designated around existing residences, as well as sites for proposed future residences.
Similarly, if certain areas of the property are to be excluded from the acquisition, applicants should identify the location and, if possible, approximate acreage of such proposed exclusions on the map.

Documentation of Organizational Capacity

Applicants must provide proof of organizational capacity to acquire and steward easements for their agricultural conservation values as part of their application. Applicants may meet this requirement by:

1. Providing proof of LTAC accreditation; or,
2. Providing copies of the following documents, as relevant:
    a. Conflict of Interest Policy
    b. Easement Amendment Policy
    c. Monitoring Policy
    d. Stewardship Endowment Policy
    e. Easement Enforcement Policy

Applicants that have submitted documentation of organizational capacity through a previous application may certify that the most current versions of these documents are on file with the Department in lieu of submitting the documents themselves.

Documentation of Organizational Eligibility

For non-profit applicants, the Department requires the following documentation:

1) Internal Revenue Service 501(c)3 status as a charitable non-profit;
2) the organization's Articles of Incorporation and by-laws documenting the principal charitable or public purposes of the nonprofit organization; and,
3) and an adopted policy that details the organization's goals and purposes, including the organization's commitment to conservation of agriculture, rangeland, or farmland.

Governmental applicants should submit a copy of the relevant statute or other policy outlining their purpose and authority regarding the conservation of agricultural land.

Applicants that have submitted documentation of organizational eligibility through a previous application may certify that the most current versions of these documents are on file with the Department in lieu of submitting the documents themselves.

Additional Components and Certifications

Priority Population Benefits Checklist (AB 1550) - OPTIONAL

This checklist is to be used by applicants claiming to provide a benefit to a priority population. Benefits must address a common need to a disadvantaged community. The chosen approach must be identified on the checklist and accompanied by supporting documentation that a disadvantaged community need is being met. This checklist will be available on the Department website.

Projects must satisfy at least one criterion in Step 1, one criterion in Step 2, and one criterion in Step 3 below to be considered to provide direct, meaningful, and assured benefits to priority populations, receive priority population status through SALC, and count toward statutory investment minimums. Documentation must be provided to support all claims and will be evaluated by SALC, with final concurrence determined by CARB.

STEP 1 – Identify Priority Population(s)

Evaluate the project against each of the following criteria. Check all boxes that apply. Supporting documentation required. If a project does not meet at least one of the qualifying criteria in Step 1, the project does not count toward statutory investment minimums and no further evaluation is needed.

Criteria	Yes	No
A. Is a majority of the project land located **within the boundaries of a disadvantaged community census tract**?	❒	❒
B. Is a majority of project land located **within the boundaries of a low-income community census tract**?	❒	❒
C. Is a majority of the project land located outside of a disadvantaged community, but **within ½-mile of a disadvantaged community <u>and</u> within a low-income community census tract**?	❒	❒

STEP 2 – Address a Need

Identify an important community or household need and evaluate whether the project provides a benefit that meaningfully addresses that need. Supporting documentation required. If the project does not address a community or household need, it does not count toward statutory investment minimums and no further evaluation is needed.

Important Community or Household Need
Describe the important community or household need your project meets and how your project addresses said need in the space provided:

STEP 2 – Address a Need (continued)		
Method Used to Identify Need	**Yes**	**No**
Indicate the method used to identify the important community need described above and provide supporting documentation:		
A. Host community meetings, workshops, outreach efforts, or public meetings as part of the planning process to engage local residents and community groups for input on community or household needs, and document how the received input was considered in the design and/or selection of projects to address those needs.	❒	❒
B. Look at the individual factors in the latest version of CalEnviroScreen that are most impacting an identified disadvantaged or low-income community (i.e., factors that score above the 75th percentile), and confirm that the project will reduce the impacts of at least one of those factors.	❒	❒
C. Receive documentation of support from local community-based organizations and/or residents (e.g., letters, emails) identifying a need that the project addresses and demonstrating that the project has broad community support.	❒	❒
D. Refer to the list of common needs for priority populations in CARB's Funding Guidelines Table 5 and confirm that the project addresses at least one listed need (should match the need identified above).	❒	❒

STEP 3 – Provide a Benefit		
Evaluate the project against each of the following criteria to determine if it provides direct, meaningful, and assured benefits to priority populations. Project must meet at least one of the following benefit criteria. Supporting documentation required. Check all boxes that apply.		
Criteria	**Yes**	**No**
A. Project preserves a site that allows public access.	❒	❒
B. Project significantly reduces flood risk to households within one or more disadvantaged or low-income communities.	❒	❒
C. Project maintains water quality and health of watersheds serving priority populations through avoiding the conversion of forest lands or wetlands that would have resulted in impacts to nearby water bodies located in the same or a directly adjacent disadvantaged or low-income community as the project.	❒	❒
D. Project increases food access to priority populations through regular farmers' markets, donations to food banks or distribution centers serving residents of disadvantaged or low-income communities, or low-income households.	❒	❒
E. Project provides regular and ongoing educational opportunities through partnerships with schools or non-profit organizations located in disadvantaged or low-income communities and site access to residents of these communities.	❒	❒

APPENDIX D – Planning Grant Pre-proposal

SUBMITTAL REQUIREMENTS

All applicants are encouraged to provide the Department with a structured summary of their proposed project prior to the full application deadline.

By providing basic information about the potential project's scope and goals, Department of Conservation staff can provide preliminary technical assistance to the applicant in advance of completion of full project proposals.
Please submit the below form to Department of Conservation via email to SALCP@conservation.ca.gov.

Project Title		
Applicant Name		
Department/Office		
Federal Employer ID Number		
Mailing Address		
Project Title:		
Location (County and/or City)		
Claiming Priority Population Benefits Status (circle one)	**Y N**	If yes, you will need to submit a Priority Population Benefits Checklist with your application (*not* with this pre-proposal).
Grant Request Amount	$	
Matching Funds Pending	$	
Matching Funds Committed	$	
Total Estimated Project Cost	$	
Contact Person		
Title		
Phone Number		
Email Address		

Executive Summary and Proposed Planning Project

Please provide a brief overview of the project (**1-page** maximum). This overview should describe the following:

- Provide a brief description of the proposed planning project.
- Why the proposed project is appropriate for protecting agricultural lands in your jurisdiction.
- Participating stakeholders.
- Any critical deadlines.

Questions and Responses
The questions below are designed to solicit specific facts regarding how the planned project will address the SALC Program goals and objectives. More detailed information and documentation will be required in the complete application.
1. Describe the proposed planning project. What outcome and deliverables are expected? Describe the agricultural land base, economy, and regional food systems and infrastructure within the project area? What amount and quality of agricultural land that can be expected to receive protection through the proposed project? Include maps of important farmland, jurisdictional boundaries, and other pertinent data that would portray the project scope (as attachments to the application). Why and to what extent agricultural land is being converted to other uses within project area? To what extent those conversion risks are expected to continue. How will the proposed project address those conversion risks?
Response:
2. How will the project avoid or reduce greenhouse gas emissions?
Response:
3. How will the proposed project implement an adopted or draft Sustainable Communities Strategy or, if a Sustainable Communities Strategy is not required for a region by law, a regional plan that includes policies and programs to reduce greenhouse gas emissions? Provide references to the specific goals, objectives, or policies that the project supports.
Response:
4. How is the proposed plan consistent with the State's Planning Priorities?
Response:
5. What economic, environmental, public health or other co-benefits that would arise from the project? How will those co-benefits be measured?
Response:
6. How will the proposal complement other efforts in the region, including comprehensive planning efforts (e.g., Greenprints, general or special plan objectives or goals), and agricultural land use policies (e.g., Williamson Act)? How would the project leverage other permanently protected lands to promote location and resource-efficient development?
Response:
7. Which stakeholders will participate in the proposed project? How will these stakeholders participate?
Response:

Map(s) of the Project area

Please provide a map or image depicting the area to be covered by the proposed project. The map should generally depict the area, including the extent of its agricultural resources, urban and/or rural land uses, and any ancillary map data to support the need for the proposal.[25] Examples of maps include Important Farmland Maps, Spheres of Influence, priority planning areas, and other protected lands. Protected lands databases can be found at the following locations:
National Conservation Easement Database: http://nced.conservationregistry.org/
California Protected Area Database: http://www.calands.org/data
California Conservation Easement Database: http://www.calands.org/cced

Maps or images must print into an 8 ½" x 11" sheet of paper.
Geographic information system (GIS) data may be submitted along with digital map products. Contact SALC Program staff if you are interested in submitting data in this manner.

APPENDIX E – Planning Grant Application

SUBMITTAL REQUIREMENTS

Please use the Grant Application Checklist found below to ensure that all necessary materials are submitted to facilitate prompt application review. Incomplete applications may not be evaluated or considered for funding at the sole discretion of the State.

APPLICATION REQUIREMENTS

Applicants are required to submit the entire application to the Department via email (salcp@conservation.ca.gov).

Receipt of the digital application by the Department determines the official submittal date and time. The SALC Program team will acknowledge receipt of the digital application via email to the Contact Person listed on the Cover Sheet.

ALL GRANT APPLICATIONS MUST INCLUDE THE FOLLOWING:

Please indicate with a checkmark that these items are included in your application.

Checklist	
	1. Completed Cover Sheet
	2. Executive Summary
	3. Application Questions
	4. Work Plan
	5. Budget
	6. Map(s) of the Project's Geographic Area
	7. Signed Authorizing Resolution from Governing Bodies
	8. Priority Population Benefits Checklist (Optional)
	9. Stakeholder Collaboration Letters (Optional)

Materials should be presented in the order indicated in the checklist. Clearly number and label each item, and number all pages in sequential order.

Please do not submit additional materials that have not been specifically requested (e.g., press clippings or brochures) as they will not be considered during the evaluation.

1. Cover Sheet

Project Title		
Applicant Name		
Department/Office		
Federal Employer ID Number		
Mailing Address		
Project Title:		
Location (County and/or City)		
Claiming Priority Population Benefits Status (circle one)	**Y N**	If yes, you will need to submit a Priority Population Benefits Checklist with your application
Grant Request Amount	$	
Matching Funds Pending	$	
Matching Funds Committed	$	
Total Estimated Project Cost	$	
Contact Person		
Title		
Phone Number		
Email Address		

2. Executive Summary

This section (**1-page** maximum) will provide a brief overview of:

- Describe the planning project(s) being proposed.
- Why the proposed project is an appropriate planning project for protecting agricultural lands in your jurisdiction.
- Who are participating stakeholders and how will they be incorporated into the plan.
- Any critical deadlines.

3. Questions

The questions below are designed to solicit specific facts regarding how the proposal addresses the SALC Program goals and objectives. Please respond to all questions in the order listed and clearly label each question and answer.

Points will be attributed to each section and not to individual questions. If a question does not apply to your proposed work, indicate that it is not applicable ("N/A"). Please limit your response to ten (10) pages

Questions and Responses
The questions below are designed to solicit specific facts regarding how the planned project will address the SALC Program goals and objectives. More detailed information and documentation will be required in the complete application.
8. Describe the proposed planning project. What outcome and deliverables are expected? Describe the agricultural land base, economy, and regional food systems and infrastructure within the project area? What amount and quality of agricultural land that can be expected to receive protection through the proposed project? Include maps of important farmland, jurisdictional boundaries, and other pertinent data that would portray the project scope (as attachments to the application). Why and to what extent agricultural land is being converted to other uses within project area? To what extent those conversion risks are expected to continue. How will the proposed project address those conversion risks?
Response:
9. How will the project avoid or reduce greenhouse gas emissions?
Response:
10. How will the proposed project implement an adopted or draft Sustainable Communities Strategy or, if a Sustainable Communities Strategy is not required for a region by law, a regional plan that includes policies and programs to reduce greenhouse gas emissions? Provide references to the specific goals, objectives, or policies that the project supports.
Response:
11. How is the proposed plan consistent with the State's Planning Priorities?
Response:
12. What economic, environmental, public health or other co-benefits that would arise from the project? How will those co-benefits be measured?
Response:
13. How will the proposal complement other efforts in the region, including comprehensive planning efforts (e.g., Greenprints, general or special plan objectives or goals), and agricultural land use policies (e.g., Williamson Act)? How would the project leverage other permanently protected lands to promote location and resource-efficient development?
Response:
14. Which stakeholders will participate in the proposed project? How will these stakeholders participate?
Response:

4. Work Plan

Applicants must provide a detailed work plan that specifies the tasks, sub-tasks and deliverables that will be performed including a schedule and cost estimates. The cost estimate and schedule should be of sufficient detail to allow assessment of the applicant's progress through the work plan at regular intervals. The work plan will be a component of the Grant Agreement if the project is awarded funding. The work plan will include:

A. Summary – The tabular summary below must be filled out with the project details and included in the application. Add tasks or subtasks as appropriate for your proposal.

Work Plan			
Task Number	Performance Measure	Timeline	Total Requested Grant Funds
Task 1 Identify any subtasks or steps to completing the Task	Identify appropriate deliverable, metrics, or milestones		
Task 2			
Task 3			
Task 4			
Task 5			

B. A narrative of each tasks, sub-tasks and schedule for the proposed project. Please limit your response to three (3) pages.

5. Budget

This section will identify the total estimated project cost using the budget table below. The total estimated cost should be broken down to clearly delineate grant funds requested and match funding. Additional rows may be added to each section as appropriate. The budget will be a component of the Grant Agreement if the project is awarded funding. All costs must comply with the Guidelines.

Budget Item	Units (if applicable)	Rate (if applicable)	Program Reimbursement Request	Grantee Match	Grand Total
Task 1	*(# hours)*	*($/hour)*			
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
Subtotal			$ -		$ -
Task 2	*(# hours)*	*($/hour)*			
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
Subtotal			$ -		$ -
Task 3	*(# hours)*	*($/hour)*			
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
Subtotal			$ -		$ -
Task 4	*(# hours)*	*($/hour)*			
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
Subtotal			$ -		$ -
Task 5	*(# hours)*	*($/hour)*			
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
Subtotal			$ -		$ -
Other Direct Costs	*(# hours)*	*($/hour)*			
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
Subtotal			$ -		$ -
Grand Total			**$ -**	**$ -**	

6. Map(s) of the Project Geographic area

Applicants must provide a map or image depicting the area to be covered by the proposed plan. The map should generally depict the area, including the extent of its agricultural resources, urban and/or rural land uses, and any ancillary map data to support the need for the proposal. Maps or images must print into an 8 ½" x 11" piece of paper.
Geographic information system (GIS) data or Google Earth (.kmz) files may be submitted along with digital map products. Contact SALC Program staff if you are interested in submitting data in this manner.

7. Signed Authorizing Resolution

Applicants must submit a signed Resolution of Support authorizing work to be completed under the proposal. The resolution must:

1) Approve the filing of an application for the proposed project;
2) Certify that the Applicant understands the assurances and certification in the application,
3) Certify that the Applicant will have sufficient funds to meet the match requirement,
4) Certify that the Applicant will work towards the Governor's State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1; and
5) Authorize entrance into a grant agreement with the Department for the project and agree to accept the template included in the Guidelines.
6) Authorize a designated individual, or designee, as agent to accept the award of grant funding and to, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for development of the aforementioned plan.

The resolution must provide acknowledgement that the Applicant understands and accepts that they must cover the costs to complete work related to the development and execution of the planning project until reimbursement by the State.

8. Priority Population Benefits Checklist (Optional)

Applicants choosing to claim priority population benefits must submit a priority population benefits checklist. Please download and submit a copy of the checklist from the CARB website.

A mapping tool to determine whether a project location is within a priority population census tract is available. Also refer to the Guidelines for further information.

This checklist is to be used by applicants claiming Priority Population status. More information about the priority population checklist is available.

9. Stakeholder Collaboration Letters (Optional)

Applicants may provide copies of letters from collaborating stakeholders demonstrating the stakeholder's specific role in the development or implementation of the Agricultural Land Conservation Planning project.

Applicants may also provide copies of letters from entities within the project geographic area and from the local community which are not participating stakeholders but which support the Agricultural Land Conservation Planning project.

APPENDIX F – Acquisition Grant Agreement

State of California - Department of Conservation **GRANT AGREEMENT DOC6** **(revised 12/18)**	GRANT AGREEMENT NUMBER: FI$Cal NUMBER:
1. This Grant Agreement is entered into by and between the Department of Conservation ("Department") and ("Grantee").	
2. The Grant Agreement Term is: From (Or upon execution of this Grant Agreement by both parties, whichever is later)	through
3. The maximum amount of this Grant Agreement is: $	
4. Signing this Grant Agreement means that Grantee agrees to comply with the terms and conditions of the following exhibits which are part of the Grant Agreement:	

Exhibit A, Scope of Work	Page(s)
Attachment 1: Project Map	Page(s)
Attachment 2: Authorized Signatory Form	Page(s)
Attachment 3: Work Plan	Page(s)
Attachment 4: Final Report	Page(s)
Exhibit B, Budget Detail and Payment Provisions	Page(s)
Attachment 5: Budget Detail Worksheet	Page(s)
Attachment 6: Associated Costs Invoice	Page(s)
Attachment 7: Invoice Dispute Notification Template	Page(s)
Exhibit C, General Terms and Conditions	Page(s)
Exhibit D, Special Terms and Conditions	Page(s)
Exhibit E, Award Letter	Page(s)
Exhibit F, Guidelines	Page(s)

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

GRANTEE	
GRANTEE'S NAME	
BY *(Authorized Signature)* ✍	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
STATE OF CALIFORNIA	
Agency Name: Department of Conservation	
BY *(Authorized Signature)* ✍	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS 801 K Street, Sacramento, CA 95814	

Exhibit A, Scope of Work

1. Grant Program Background

The Sustainable Agricultural Lands Conservation Program (SALC), a component of the Strategic Growth Council's (Council) Affordable Housing and Sustainable Communities (AHSC) Program, supports the California's greenhouse gas (GHG) emission reduction goals by making strategic investments to protect agricultural lands from conversion to more GHG intensive uses. Protecting critical agricultural lands from conversion to urban or rural residential development promotes smart growth within existing jurisdictions, ensures open space remains available, and supports a healthy agricultural economy and resulting food security. A healthy and resilient agricultural sector is becoming increasingly important in meeting the challenges occurring and anticipated as a result of climate change. All projects funded by GGRF monies must reduce or avoid greenhouse gas emissions. The principal goal of SALC is to further the purposes of AB 32 by supporting infill development and avoiding increases in the greenhouse gas emissions associated with the conversion of California's irreplaceable agricultural land and resources to nonagricultural uses, particularly low-density residential development. The SALC Program's efforts to protect agricultural lands complement the AHSC Program's efforts to promote infill development. In this way, AHSC Program and SALC Program work together to reduce GHGs in the aggregate over time.

The Council identified the California Department of Conservation (Department) in conjunction with the Natural Resources Agency (Agency) to administer SALC. The Strategic Growth Council approved the roles of the Department and the Agency at its July 10, 2014 meeting. In addition, SALC has been developed in consultation with the California Department of Food and Agriculture.

2. The Project is Defined by the Application and Award Letter

The Strategic Growth Council approved the Sustainable Agricultural Lands Conservation Program Grant Guidelines & Applications on February [ ], 2020 (Exhibit F) (Guidelines). In accordance with the Guidelines, Grantee submitted application [DOC Application Number] for an agricultural conservation acquisition grant on approximately [number of acres] of privately-owned real property known as the [Property Common Name] located in/near [City/CDP] in the County of [County]. The [Property Common Name] is shown on the Project Map (Attachment 1). The agricultural conservation acquisition will be referred to as the "Project" throughout this Grant Agreement.

The Council awarded Grantee a grant for the Project at its [insert date] meeting subject to any conditions contained in the Award Letter Award Letter (Exhibit E). The Project includes any conditions in the Award Letter. The Department and Grantee enter into this Grant Agreement to provide the not to exceed funding identified in this Grant Agreement and set forth the terms and conditions upon which the grant will be administered.

3. Authorized Signers

The Department Director or designee is authorized to sign this Grant Agreement and grant-related documents on behalf of the Department.

Grantee's Authorized Signatory or designee is authorized to sign this Grant Agreement and grant-related documents as shown in the Authorized Signatory Form (Attachment 2).

Grantee must keep Authorized Signatory Forms up to date. Within seven (7) working days of any change to the authorized signatory or to the delegated authorized signatory, Grantee shall notify the Department in writing of the change. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

4. Project Representatives

The project representatives are the contact people for the Department and Grantee. The project representatives during the term of this Grant Agreement are:

Department

Name	Title	Phone Number	Email
TBD	Grant Manager*	TBD	TBD

* Unless otherwise stated within this Grant Agreement, all correspondence and documents to the Department of Conservation will be sent to the Grant Manager as described in Document Submission (Exhibit A, Section 6).

Grantee

Name	Title	Phone Number	Email

Department and Grantee must keep the Project Representative(s) up to date. Any changes to the Project Representatives by either Grantee or Department shall be made by providing seven (7) working days advance written notice to the other party. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

5. Grantee Responsibilities

Grantee is responsible for:

A. Using grant funds only as intended for the Project.

B. Performing all tasks necessary to complete the acquisition, in accordance with the Budget, Guidelines, Application, and Award Letter. Grantee must obtain the Departments approve of the acquisition deed, include the terms and all exhibits. The Department may reject any changes to the deed after it has approved the deed.

C. Submitting invoices for reimbursement using the Acquisition Invoice template (Attachment 5) or the Associated Costs Invoice template (Attachment 6), as appropriate, including any supporting documents.

D. Submitting a final report with the last invoice, using the Final Report template (Attachment 3).

E. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.

F. Complying with statutes, rules, and regulations applicable to this Grant Agreement.

G. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in Exhibit C, Section 4, and providing all required documents during an audit, as specified in Exhibit C, Section 5.

6. Document Submission

A. Electronic Mail

When this Grant Agreement requires Grantee to give invoices, reports, or other documents to the Department, Grantee must use email unless this Grant Agreement specifically requires that the document be sent by mail. All email must contain the Grant Agreement number and Grantee's name in the subject line.

B. Mail Service/Courier Service

Correspondence and documents submitted through mail, certified mail, or courier service must use the following address:

Department of Conservation
Division of Land Resource Protection
Attn: [Grant Manager]
801 K Street, 14th Floor, MS 14-15
Sacramento, CA 95814

7. Reporting Requirements

A. All reports must be submitted to Grant Manager on the required due date. Reports are not deemed received until the Grant Manager confirms receipt of the report.

B. All reports must be signed by the Authorized Signatory or designee on file with the Department as stated in Authorized Signatories.

C. Reports that do not meet the reporting requirements set forth in this Grant Agreement may result in a delay in release of funds.

D. Grantee is required to report the employment outcomes for projects if the total grant award is $1 million or more in accordance with the Guideline (Exhibit F).

E. If the project falls substantially behind the implementation schedule agreed to between it and the Department, the Department may require Grantee to submit quarterly Progress Reports for the remainder of the Grant Term, unless or until this requirement is deemed to be no longer necessary by the Department. The initial Progress Report must explain why the project is behind schedule, provide an updated implementation schedule to address the delay, and describe the steps being taken to ensure that the project is continuing to move towards completion within the Grant Term. Subsequent Progress Reports shall detail the Grantee's progress toward completing the acquisition in a timely matter.

F. A Final Report shall be submitted with the final Associated Costs invoice utilizing the Final Report template (Attachment 3). If a grantee is not requesting reimbursement for Associated Costs, the Final Report must be submitted within 30 days of close of escrow.

8. Accounting of Stewardship Funds

Grantee certifies that the stewardship fund holder uses accepted accounting practices as promulgated by either the Financial Accounting Standards Board or any successor entity for nonprofit organizations, of the Governmental Accounting Standards Board or any successor entity for public agencies, to the extent those practices do not conflict with any requirement for special districts in statute for local governmental financial affairs.

Attachment 1: Project Map

Attachment 2: Authorized Signatory Form

Authorized Signatory Form

I hereby verify that I am an authorized Grantee representative and signatory and, as such, can sign and/or delegate authorization to sign and bind Grantee as it relates to the above-referenced Grant Agreement and grant related documents.

Grantee Authorized Signatory:

Name: **Title:**

Signature: **Date:**

Delegated Authorized Signatories:

1. **Name:** **Title:**

   Signature: **Date:**

   Document(s) Authorized to sign: ☐ All Grant Related Documents ***or*** ☐ Grant Agreement
   ☐ Grant Amendments ☐ Budget Amendments ☐ Reports
   ☐ Invoices ☐ Other _____

---

2. **Name:** **Title:**

   Signature: **Date:**

   Document(s) Authorized to sign: ☐ All Grant Related Documents ***or*** ☐ Grant Agreement
   ☐ Grant Amendments ☐ Budget Amendments ☐ Reports
   ☐ Invoices ☐ Other ____

Attachment 3, Final Report

Agricultural Conservation Acquisition Final Report

Grantee Name

Project Title Grant Number

Final closing date of the project _____

Please include copies of news articles and any other media coverage, as well as any promotional and educational materials produced as a result of this grant agreement that have not already been submitted. A request for final payment should be submitted in conjunction with, but not as a portion of, the final report.

1. Give a brief summary the organization, the objectives of the project, and how these objectives were accomplished.
2. State the amount awarded and how the funds were used.
3. Describe any problems and/or concerns that may have arisen during the course of this project and the corrective actions that were taken.
4. List any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from the successful completion of the project.
5. Present a summary of project successes.
6. Please offer any feedback or suggestions for improvement that may assist future administration of grant funds by the Department.

I certify that this Final Report is accurate and that this project complies with the Agreement. I further certify that any expenditure discussed in this report is allowed under the Agreement and that all funds were expended for the purposes of this Project.
Agreement and that all funds were expended for the purposes of this Project.

Name: **Title:**

Signature: **Date:**

Exhibit B, Budget Detail and Payment Provisions

1. Payment

A. To receive payments of grant funds, Grantee must submit an invoice.

B. Upon receipt and approval of an itemized invoice and required supporting documentation, the Department agrees to reimburse Grantee for actual expenditures for work completed, in accordance with the rates specified in the Budget Detail Worksheet (Attachment 4).

C. The Department may withhold final payment until all terms of the Grant Agreement have been satisfied.

D. Payment shall be made within forty-five (45) days upon receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.

E. For cost principles, see Exhibit B, Section 5.

F. Funds contributed toward the acquisition purchase price will be deposited into an escrow account established with a title insurance company licensed by the California Bureau of Real Estate for disbursement upon completion of all requirements outlined in the Scope of Work . Except in the case of a bargain sale, match funds being used to complete the easement purchase must be deposited into the escrow account before the purchase may be completed. At close of escrow, the title insurance company must be able to insure title to the interest being recorded.

2. How to Submit Invoices

A. Send the invoices to the Grant Manager by email. Include the Grant Agreement number and Grantee's name in the subject line. Invoices may not be submitted within the first 60 days of the Grant Agreement effective date.

B. Grantee may not submit an acquisition invoice unless all of the Conditions of Funding Disbursal identified in the Guidelines (Exhibit F) are satisfied.

C. Send associated costs invoices regularly. Grantee shall submit invoices no more frequently than monthly, in arrears, to the Grant Manager.

D. A request for payment shall consist of:

i. The either the Acquisition Invoice (Attachment 5) or Associated Costs Invoice (Attachment 6)on official letterhead and signed by the Authorized Signatory, or authorized designee on file with the Department (Exhibit A, Section 3), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.

ii. Supporting documentation for reimbursement of associated costs. Copies of the final escrow closing statement, proof of purchase receipts, sufficiently detailed subcontractor's invoices, activity logs, timesheets, or canceled check must be submitted for each item requested to be reimbursed. These items must contain sufficient information to establish that the specific service was rendered or purchase was made. Original supporting documentation is not required and should be retained by the Grantee

E. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to the Department but should be retained by Grantee in the event of an audit (Exhibit C, Section 5).

F. At any time, the Department may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

3. Invoice Dispute

In the event of an invoice dispute, see Exhibit D, Section 5.

4. Budget Contingency Clause

A. If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no further force nor effect. In this event, the Department shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Department shall have the option to either cancel this Grant Agreement with no liability occurring to the Department or offer an amendment to reflect the reduced amount.

5. Cost Principles

A. All costs to be reimbursed must be consistent with the Guidelines (Exhibit F).

B. All costs to be reimbursed must be reasonable, as defined in the Guidelines (Exhibit F).

6. Travel Reimbursement

A. Travel may not be reimbursed in accordance with the Guidelines (Exhibit F).

7. Amendments

A. This section applies to any changes to this Grant Agreement, excluding the following:

   a. Changes to the Authorized Signatory Form (Attachment 1). For changes to the Authorized Signatory Form see Exhibit A, Section 3.

   b. Changes to project representatives, see Exhibit A, Section 4.

B. Except as otherwise specified, Grantee must request and obtain prior written approval before any change (amendment) to this Grant Agreement is valid.

C. Request for amendments must:

   i. Be prepared, in writing, on official letterhead and signed by the Authorized Signatory or designee on file with the Department.

   ii. Be submitted to the Grant Manager at least two (2) months prior to when the amendment is needed.

   iii. Include the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the amendment, and the effect of not approving the request.

   iv. Include a copy of the document(s) requested for amendment that shows the requested changes.

D. The Grant Manager will respond in writing within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision.

E. The Grant Manager will process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both parties have signed the Grant Agreement amendment.

Attachment 4, Budget Detail Worksheet

Attachment 5, Acquisition Invoice

TO: Department of Conservation
Division of Land Resource Protection
Attn: (grant manager)
801 K Street, MS 14-15
Sacramento, CA 95814

Date:

Grant No.:

Invoice No.:

==========

Please remit $_____ to [Title Company] for the purchase of [fee title] or [an agricultural conservation easement] on Farm/Ranch in County.

[Title Company]
[address]
[phone number]

Escrow No.:

Match funding for the acquisition will be provided by the at $.

Total request in this invoice: **$**

Signature of Authorized Signatory

Attachment 6, Associated Costs Invoice Template

TO: Department of Conservation
Division of Land Resource Protection
Attn: (grant manager)
801 K Street, MS 14-15
Sacramento, CA 95814

Date:

Grant No:

Invoice No:

For expenditures under this grant during the timeframe:
[Note: The actual invoice line items for Associated Costs should correspond exactly to the line items listed in the Grant Agreement Budget page.]

Associated costs	**SALCP**	**GRANTEE MATCH**
Totals	**$**	**$**

Total reimbursement request in this invoice: $

Name of Grant Agreement Signatory or Designee

Title

Attachment 7, Invoice Dispute Notification

GRANTEE ADDRESS	INVOICE DATE
	INVOICE NUMBER
	INVOICE AMOUNT $
	DATE INVOICE RECEIVED
	GRANT AGREEMENT NUMBER

The invoice referenced above is disputed for the following reasons:

- ☐ Request reimbursement for expenses not in the Budget Detail
- ☐ Invoiced for indirect cost reimbursement
- ☐ Invoiced for incidental costs or travel costs outside of CA
- ☐ Work performed prior to the Grant start or end date
- ☐ Insufficient evidence of progress made or task completion
- ☐ Invoice submitted without using required templates
- ☐ Insufficient supporting document for reimbursement
- ☐ Progress Report or Final Report not included with invoice
- ☐ Invoice not submitted by 5:00 p.m. on the required due date
- ☐ Request reimbursement through another funding source
- ☐ Other not listed above:

Comments:

THIS NOTIFICATION IS A FOLLOW UP TO A PHONE CONVERSATION WITH THE GRANTEE OR DESIGNEE WHOSE NAME APPEARS BELOW.

NAME	DATE OF CONVERSATION

IF YOU HAVE ANY QUESTIONS REGARDING THIS DISPUTE, CONTACT:

NAME	TELEPHONE NUMBER (include Area Code)

RETURN A COPY OF THIS NOTIFICATOIN WITH THE CORRECTED INVOICE TO:	**STATE OF CALIFORNIA USE ONLY**	
	DATE DISPUTE RESOLVED	INITIALS
	RESOLUTION	

Exhibit C, General Terms and Conditions

1. Approval

This Grant Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.

2. Amendment

No change to this Grant Agreement shall be valid unless made in accordance with Exhibit A, Section 3 or 4, or Exhibit B, Section 7. No oral understanding or change not incorporated in this Grant Agreement is binding on any of the parties.

3. Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of the Department in the form of an amendment.

4. Records Retention

A. Grantee shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including copies of the Grant Agreement, changes, amendments, letters, email correspondence, financial records, and required reports for a minimum of four (4) years following the final payment of funds or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later.

B. Grantee shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.

5. Audit

A. Grant funded projects are subject to audit by the State of California during the grant term and for up to four years following the termination of the grant agreement. Grantee agrees that the Department, Department of Finance, Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement.

B. At any time, the Department, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee's records to ensure proper grant management. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by the Department, Department of Finance, Bureau of State Audits, or their designated representative. Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Department to audit records and interview staff in any subcontract related to performance of this Grant Agreement in accordance with Government Code section 8546.7. Grantee shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

6. Indemnification

Grantee agrees to indemnify, defend, and hold harmless the State of California, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all Grantees, partners, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant 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 Grantee in the performance of this Grant Agreement.

7. Disputes

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

8. Independent Grantee

Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the Department.

9. Non-Discrimination Clause

During the performance of this Grant Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Grant Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

10. Timeliness

Time is of the essence in this Grant Agreement. The Department and Grantee will work collaboratively to ensure this Grant Agreement is administered in a timely fashion.

11. Governing Law

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

12. Unenforceable Provision

If any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Grant Agreement have force and effect and shall not be affected thereby.

Exhibit D, Special Terms and Conditions

1. Compliance with Laws and Regulations

By signing this Grant Agreement, Grantee certifies that it shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits and shall secure any new permits required by authorities having jurisdiction over the Project(s), and maintain all presently required permits. Grantee shall ensure that any applicable requirements of the California Environmental Quality Act are met in order to carry out the terms of this Grant Agreement.

2. Subcontractors

The Department's contractual relationship is with Grantee, and not any of its subcontractors. Grantee is entitled to make use of its own staff and subcontractors, as identified in the Budget Detail Worksheet (Attachment 4), and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. Grantee shall manage, monitor, and accept responsibility for the performance of its own staff and subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the Department and any subcontractors, and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Department for the acts and omissions of its 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 Grantee. Grantee's obligation to pay its subcontractors is an independent obligation from the Department's obligation to make payments to Grantee. As a result, the Department shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

3. No Third-Party Beneficiaries

This Grant Agreement is not intended for the benefit of any person or entity other than the parties, and no one other than the parties themselves may enforce any of the rights or obligations created by this Grant Agreement.

4. Project Monitoring and Oversight

Project monitoring and oversight is essential to ensure the Project stays within scope and is completed on schedule and within budget in accordance with this Grant Agreement.

5. Dispute Resolution

A. Invoice Disputes

i. In the event of an invoice dispute, the Grant Manager will notify Grantee by phone and follow up in writing using the Invoice Dispute Notification Template (Attachment 7) within fifteen (15) days of receipt of the disputed invoice.

ii. During the dispute, both parties shall deal in good faith to resolve the dispute. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.

iii. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

B. General Disputes

i. In the event of a dispute unrelated to the dispute of an invoice, Grantee shall first attempt to resolve the dispute with the Grant Manager.

ii. Both parties shall deal in good faith and attempt to resolve the dispute informally.

iii. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement during a dispute.

iv. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

C. Contesting a Dispute Decision

i. If Grantee contests a decision made by the Grant Manager, Grantee may submit a written "Notice of Dispute" on official letterhead. The "Notice of Dispute" shall include:

- The Grant Agreement number
- A complete description of the basis for the dispute
- Legal authority or pertinent facts, supporting arguments and documentation
- Action requested for resolution

The "Notice of Dispute" shall be sent to:

Department of Conservation
Division of Land Resource Protection
Attn: Division Director
801 K Street, 14th Floor, MS 14-15
Sacramento, CA 95814

ii. Within 30 days after receipt of the "Notice of Dispute," the Division Director shall review the dispute and submit a written decision to Grantee, which shall include:

- The decision made
- An explanation for the decision
- Whether the decision shall be conclusive and binding or can be appealed and the steps to take to appeal the decision

6. Termination

A. Completion of Project. This Grant Agreement shall terminate upon completion of the project and payment of the last invoice.

B. Early Termination. Either Party may terminate this Grant Agreement upon thirty (30) days advance written notice by certified mail to the other Party. The notice shall specify the reason for early termination and may permit Grantee or Department to rectify any deficiency(ies) prior to the early termination date.

7. Waiver of Rights

A. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the Department, its officers, agents, or employees for any liability arising from, growing out of, or in any way connected with this Grant Agreement.

B. Grantee waives all claims and recourses against the Department, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence of the Department, its officers, agents, and employees.

C. None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing.

8. Insurance Requirements

A. Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.

B. If Grantee is not a governmental organization or is unable to provide evidence of self-insurance, then it shall obtain and keep in force for the term of this Agreement the following insurance policies that cover any acts

or omissions of Grantee, its subcontractors, or its employees engaged in the provision of service specified in this Agreement:

i. Workers' Compensation Insurance in an amount of not less than $1,000,000 in accordance with the statutory requirement of the State of California (California Labor Code § 3700 et seq.).

ii. Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence for bodily injury and property damage combined.

iii. Motor vehicle liability insurance in an amount not less than $1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover liability arising out of any motor vehicle including owned or hired, and non-owned motor vehicles.

C. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California under this Grant Agreement. The additional insured endorsement must accompany the certificate of insurance.

D. Grantee shall submit proof of insurance documents referencing this Grant Agreement number to the Department electronically within thirty (30) days of signing this Grant Agreement.

E. Grantee shall notify Department in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage.

F. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

9. Stop Work

If it is determined, at the sole discretion of the Department, that Grantee is not meeting the terms and conditions of this Grant Agreement, immediately upon receiving a written notice through certified mail from the Department to stop work, Grantee shall cease all work under this Grant Agreement. The Department has the sole discretion to determine that Grantee meets the terms and conditions after a stop work order, and to send through certified mail a written notice to Grantee to resume work under this Grant Agreement.

10. Publicity

Grantee agrees that it will acknowledge the Department's support whenever activities or projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, articles, seminars, websites, or other type of promotional material.

Grantee shall also include in any publication resulting from work performed under this grant an acknowledgment substantially as follows:

"The work upon which this publication is based was funded in whole or in part through a grant awarded by the California Department of Conservation."

Media: Grantee is required to identify a point of contact for all press inquiries and communications needs related to the Project and provide the name, phone number, and email address of this individual to the Department. All press releases must be approved by the Department prior to distribution, and the Department must be alerted and invited to participate in all press conferences related to the grant.

Social Media: Grantee is encouraged to use social media to inform and share with the public activities under this Grant Agreement. Furthermore, the Department should be tagged on all posts related to activities under this Grant Agreement.

All publicity must comply with the Publicity and Confidentiality requirements set forth in the Guidelines (Exhibit F).

11. Drug-Free Workplace Certification

In signing this Grant Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

B. Establish a Drug-Free Awareness Program to inform employees about:

   i. The dangers of drug abuse in the workplace.

   ii. The person's or organization's policy of maintaining a drug-free workplace.

   iii. Any available counseling, rehabilitation, and employee assistance programs.

   iv. Penalties that may be imposed upon employees for drug abuse violations.

C. Every employee who works on this Grant Agreement will:

   i. Receive a copy of the company's drug-free workplace policy statement.

   ii. Agree to abide by the terms of the company's statement as a condition of employment on this Grant Agreement.

Failure to comply with these requirements may result in suspension of payments under this Grant Agreement or termination of this Grant Agreement or both, and Grantee may be ineligible for award of any future State of California agreements if the Department determines that any of the following has occurred: Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above (Gov. Code §8350 et seq.).

12. Americans with Disabilities Act

Grantee assures the Department that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

13. Air/Water Pollution Violation Certification

Under State of California laws, Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

14. Payee Data Record Form - STD 204

This form must be completed by all Grantees that are not another state agency or other governmental entity.

Exhibit E, Award Letter

[Insert award letter here.]

Exhibit F, Guidelines

[Insert Guidelines here.]

APPENDIX G – Planning Grant Agreement

State of California - Department of Conservation **GRANT AGREEMENT DOC6** **(revised 12/18)**	GRANT AGREEMENT NUMBER: FI$Cal NUMBER:

1. This Grant Agreement is entered into by and between the Department of Conservation ("Department") and ("Grantee")

2. The Grant Agreement Term is:	From (Or upon execution of this Grant Agreement by both parties, whichever is later)	through
3. The maximum amount of this Grant Agreement is:	$	

4. Signing this Grant Agreement means that Grantee agrees to comply with the terms and conditions of the following exhibits which are part of the Grant Agreement:

Exhibit A, Scope of Work		Page(s)
	Attachment 1: Authorized Signatory Form	Page(s)
	Attachment 2: Work Plan	Page(s)
	Attachment 3: Final Report	Page(s)
Exhibit B, Budget Detail and Payment Provisions		Page(s)
	Attachment 4: Budget Detail Worksheet	Page(s)
	Attachment 5: Invoice	Page(s)
	Attachment 6: Invoice Dispute Notification Template	Page(s)
Exhibit C, General Terms and Conditions		Page(s)
Exhibit D, Special Terms and Conditions		Page(s)
Exhibit E, Award Letter		Page(s)
Exhibit F, Guidelines		Page(s)

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

GRANTEE	
GRANTEE'S NAME	
BY *(Authorized Signature)* ✍	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	

STATE OF CALIFORNIA	
Agency Name: Department of Conservation	
BY *(Authorized Signature)* ✍	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS 801 K Street, Sacramento, CA 95814	

Exhibit A, Scope of Work

1. Program Background

The Sustainable Agricultural Lands Conservation Program (SALC Program), a component of the Strategic Growth Council's (Council) Affordable Housing and Sustainable Communities Program, supports the California's greenhouse gas (GHG) emission reduction goals by making strategic investments to protect agricultural lands from conversion to more GHG intensive uses. Protecting critical agricultural lands from conversion to urban or rural residential development promotes smart growth within existing jurisdictions, ensures open space remains available, and supports a healthy agricultural economy and resulting food security. A healthy and resilient agricultural sector is becoming increasingly important in meeting the challenges occurring and anticipated as a result of climate change. Auction revenues from the Cap-and-Trade Program are deposited into the Greenhouse Gas Reduction Fund (GGRF), which the Legislature and Governor appropriate to a variety of programs such as the SALC Program and which operate under the umbrella of California Climate Investments. All projects funded by GGRF monies must reduce or avoid greenhouse gas emissions.

Agricultural Land Conservation Planning grants provide funds to cities and counties in collaboration with local stakeholders to develop and implement plans for the protection of agricultural land at risk of conversion to non-agricultural uses. This component of the program incentivizes local governments to work closely with local stakeholders to develop local and regional land use policies and implementation activities that integrate agricultural land conservation in a way that reduces greenhouse gas emissions, supports job creation, and benefits AB 1550 populations.

The Council identified the California Department of Conservation (Department) in conjunction with the Natural Resources Agency (Agency) to administer SALC. The Strategic Growth Council approved the roles of the Department and the Agency at its July 10, 2014 meeting. In addition, SALC has been developed in consultation with the California Department of Food and Agriculture.

2. The Project is Defined by the Application and Award Letter

The Council released the final [name of guidelines] on [Date] (Exhibit F) (Guidelines). In accordance with the Guidelines, Grantee applied and was awarded a grant to fund the project described in the application. [Insert description of project]. The project is subject to any conditions contained within the Award Letter (Exhibit E). This will be referred to as the "Project" throughout this Agreement.

3. Authorized Signers

The Department Director or designee is authorized to sign this Grant Agreement and grant-related documents on behalf of the Department.

Grantee's Authorized Signatory or designee is authorized to sign this Grant Agreement and grant-related documents as shown in the Authorized Signatory Form (Attachment 1).

Grantee must keep Authorized Signatory Forms up to date. Within seven (7) working days of any change to the authorized signatory or to the delegated authorized signatory, Grantee shall notify the Department in writing of the change. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

4. Project Representatives

The project representatives are the contact people for the Department and Grantee. The project representatives during the term of this Grant Agreement are:

Department

Name	Title	Phone Number	Email
	Grant Manager*		

* Unless otherwise stated within this Grant Agreement, all correspondence and documents to the Department of Conservation will be sent to the Grant Manager as described in Document Submission (Exhibit A, Section 6).

Grantee

Name	Title	Phone Number	Email

Department and Grantee must keep the Project Representative(s) up to date. Any changes to the Project Representatives by either Grantee or Department shall be made by providing seven (7) working days advance written notice to the other party. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

5. Grantee Responsibilities

Grantee is responsible for:

H. Using grant funds only as intended for the Project.

I. Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in the Work Plan (Attachment 2) and in accordance with the Budget Detail Worksheet (Attachment 4), unless otherwise agreed to by all parties through the amendment process described in Exhibit B, Section 7.

J. Submitting invoices for reimbursement using the Invoice (Attachment 5) template, including any supporting documents.

K. Submitting a final report with the last invoice, using the Final Report template (Attachment 3).

L. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.

M. Complying with statutes, rules, and regulations applicable to this Grant Agreement.

N. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in Exhibit C, Section 4, and providing all required documents during an audit, as specified in Exhibit C, Section 5.

6. Document Submission

C. Electronic Mail

When this Grant Agreement requires Grantee to give invoices, reports, or other documents to the Department, Grantee must use email unless this Grant Agreement specifically requires that the document be sent by mail. All email must contain the Grant Agreement number and Grantee's name in the subject line.

D. Mail Service/Courier Service

Correspondence and documents submitted through mail, certified mail, or courier service must use the following address:

Department of Conservation
Division of Land Resource Protection
Attn: [Grant Manager]
801 K Street, 14th Floor, MS 14-15
Sacramento, CA 95814

7. Reporting Requirements

When the Project is completed, Grantee must submit a Final Report with the last invoice. To complete and submit the Final Report:

G. Submit the Final Report with the last invoice. If Grantee does not submit the Final Report with the last invoice, then the last invoice will be considered incomplete and returned following process specified in Exhibit D, Section 5.

H. Use the Final Report Template, which is attached as Attachment 3.

I. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form (Attachment 1).

J. Put enough detail in the Final Report to show that Grantee fulfilled the terms of the Grant Agreement and should be paid for completing the project.

Attachment 1: Authorized Signatory Form

I hereby verify that I am an authorized Grantee representative and signatory and, as such, can sign and/or delegate authorization to sign and bind Grantee as it relates to the above-referenced Grant Agreement and grant related documents.

Grantee Authorized Signatory:

Name: **Title:**

Signature: **Date:**

Delegated Authorized Signatories:

Name: **Title:**

Signature: **Date:**

Document(s) Authorized to sign: ☐ All Grant Related Documents ***or*** ☐ Grant Agreement
☐ Grant Amendments ☐ Budget Amendments ☐ Reports
☐ Invoices ☐ Other _____

Name: **Title:**

Signature: **Date:**

Document(s) Authorized to sign: ☐ All Grant Related Documents ***or*** ☐ Grant Agreement
☐ Grant Amendments ☐ Budget Amendments ☐ Reports
☐ Invoices ☐ Other _____

Attachment 2: Work Plan

[Work plan submitted with the application, subject to any changes based on the award letter, will be inserted in the final grant agreement]

Attachment 3: Final Report

Final Report	Date Submitted:
Grantee Name:	Grant Number:
Project Name:	

1. Based on your experiences with this grant program, please provide feedback about how the Department can improve future grant programs.
2. Briefly summarize the Project's results and outcomes, including how the goals and objectives were accomplished, findings or conclusions, and planned or potential future projects that may result from the Project. Include a list of other sources of funding that were secured, directly or indirectly, through this Project.
3. Describe and explain any differences between the planned results, as listed in the Work Plan (Attachment 2 to the Grant Agreement), and the actual results. Include a discussion of any problems, barriers, or issues that occurred during the Project, corrective actions taken, and the outcomes.
4. Explain any plans to continue funding for the Project, and/or to expand, modify, or replicate the Project.
5. Attach any relevant documents to this report, including [insert documents]. If the documents cannot be sent electronically, notify the Grant Manager.

I certify that this Final Report is accurate and that this project complies with the Agreement. I further certify that any expenditure discussed in this report is allowed under the Agreement and that all funds were expended for the purposes of this Project.
Agreement and that all funds were expended for the purposes of this Project.

Name: **Title:**

Signature: **Date:**

Exhibit B, Budget Detail and Payment Provisions

8. Payment

G. To receive payments of grant funds, Grantee must submit an invoice. Advance payments are not permitted under this Grant Agreement.

H. Upon receipt and approval of an itemized invoice and required supporting documentation, the Department agrees to reimburse Grantee for actual expenditures for work completed, in accordance with the rates specified in the Budget Detail Worksheet (Attachment 4).

I. The Department may withhold final payment until all terms of the Grant Agreement have been satisfied.

J. Payment shall be made within forty-five (45) days upon receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.

K. For cost principles, see Exhibit B, Section 5.

9. How to Submit Invoices

G. Send the invoices to the Grant Manager by email. Include the Grant Agreement number and Grantee's name in the subject line.

H. Send invoices regularly, to keep getting paid. Grantee shall submit invoices no more frequently than monthly, in arrears, to the Grant Manager.

I. A request for payment shall consist of:

iii. The Invoice (Attachment 5) on official letterhead and signed by the Authorized Signatory, or authorized designee on file with the Department (Exhibit A, Section 3), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.

iv. Each cost category and task must correspond to a cost category and task identified in the Budget Detail Worksheet (Attachment 4).

v. Supporting documentation for reimbursement of funds.

J. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to the Department but should be retained by Grantee in the event of an audit (Exhibit C, Section 5).

K. At any time, the Department may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

10. Invoice Dispute

In the event of an invoice dispute, see Exhibit D, Section 5.

11. Budget Contingency Clause

C. If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no further force nor effect. In this event, the Department shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

D. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Department shall have the option to either cancel this Grant Agreement with no liability occurring to the Department or offer an amendment to reflect the reduced amount.

12. Cost Principles

C. All costs to be reimbursed must be consistent with the Guidelines (Exhibit F).

D. All costs to be reimbursed must be reasonable, as defined in the Guidelines (Exhibit F).

13. Travel Reimbursement

Travel expenses directly related to the performance of this Grant Agreement will be subject to the State of California travel reimbursement rates in effect during the term of this Grant Agreement.

B. The Department will only reimburse for actual expenditures incurred for in-state travel as specified in the Guidelines (Exhibit F).

C. Grantee shall maintain, and submit upon request, detailed travel records and supporting documents (e.g., travel request and approval forms, expense claims, invoices, receipts for lodging and transportation) showing the date and purpose of the grant-related travel, destination, and, in the case of travel by automobile, the number of miles driven.

D. Grantee shall ensure travel costs are included in the Budget Detail Worksheet (Attachment 4) and are tied to tasks and deliverables in the Work Plan (Attachment 2).

E. Grantee and any person traveling pursuant to this Grant Agreement shall indemnify and hold harmless the Department and State of California for any liabilities resulting from such travel.

14. Budget Modifications

A. Grantee must keep the Budget Detail Worksheet up to date.

B. Changes up to twenty percent (20%) between tasks shall be made by providing written notice with or before submission of an invoice. If submitted before the invoice, the written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

C. Changes of more than twenty percent (20%) between tasks shall follow the amendment process, specified in Exhibit B, Section 8.

15. Amendments

F. This section applies to any changes to this Grant Agreement, excluding the following:

   a. Changes to the Authorized Signatory Form (Attachment 1). For changes to the Authorized Signatory Form see Exhibit A, Section 3.

   b. Changes to project representatives, see Exhibit A, Section 4.

   c. Changes to the Budget Detail Worksheet of up to twenty percent (20%) between tasks, see Exhibit B, Section 7.

G. Except as otherwise specified, Grantee must request and obtain prior written approval before any change (amendment) to this Grant Agreement is valid.

H. Request for amendments must:

   v. Be prepared, in writing, on official letterhead and signed by the Authorized Signatory or designee on file with the Department.

   vi. Be submitted to the Grant Manager at least two (2) months prior to when the amendment is needed.

   vii. Include the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the amendment, and the effect of not approving the request.

   viii. Include a copy of the document(s) requested for amendment that shows the requested changes.

I. The Grant Manager will respond in writing within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision.

J. The Grant Manager will process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both parties have signed the Grant Agreement amendment.

Attachment 4, Budget Detail Worksheet

[Budget detail worksheet submitted with the application, subject to any changes based on the award letter, will be inserted in the final grant agreement]

Attachment 5, Invoice

Department of Conservation
Division of Land Resource Protection
Email required invoice documents to: Grant Manager

Date:

Invoice Number:
Grant Number:

Grantee Name:
Project Name:
Invoice Period From: To:

Cost Category	Task #1	Task #2	Task #3	Task #4	Total
Staff					
Current Total					
Cumulative Total					
Allocated Total					

Cost Category	Total
Administration (not to exceed 20%)	
Travel	
Cumulative Total	
Allocated Total	

Work Plan Task #	Description of Work Completed
	Please refer to specific deliverables in the Budget and Work Plan.

Status Update			
Work Plan Task #	**On Schedule (Y/N)**	**Within Budget (Y/N)**	**Corrective Plan or Action, if needed**

CERTIFICATION: By my signature below, I certify that I have full authority to execute this payment request on behalf of Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, are true and correct to the best of my knowledge, an all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement.

Name:

Print Name:	Print Title:
Signature:	Date:

Attachment 6, Invoice Dispute Notification

GRANTEE ADDRESS	INVOICE DATE
	INVOICE NUMBER
	INVOICE AMOUNT $
	DATE INVOICE RECEIVED
	GRANT AGREEMENT NUMBER

The invoice referenced above is disputed for the following reasons:

- ☐ Request reimbursement for expenses not in the Budget Detail
- ☐ Invoiced for indirect cost reimbursement
- ☐ Invoiced for incidental costs or travel costs outside of CA
- ☐ Work performed prior to the Grant start or end date
- ☐ Insufficient evidence of progress made or task completion
- ☐ Invoice submitted without using required templates
- ☐ Insufficient supporting document for reimbursement
- ☐ Progress Report or Final Report not included with invoice
- ☐ Invoice not submitted by 5:00 p.m. on the required due date
- ☐ Request reimbursement through another funding source
- ☐ Other not listed above:

Comments:

THIS NOTIFICATION IS A FOLLOW UP TO A PHONE CONVERSATION WITH THE GRANTEE OR DESIGNEE WHOSE NAME APPEARS BELOW.

NAME	DATE OF CONVERSATION

IF YOU HAVE ANY QUESTIONS REGARDING THIS DISPUTE, CONTACT:

NAME	TELEPHONE NUMBER (include Area Code)

RETURN A COPY OF THIS NOTIFICATOIN WITH THE CORRECTED INVOICE TO:	**STATE OF CALIFORNIA USE ONLY**	
	DATE DISPUTE RESOLVED	INITIALS
	RESOLUTION	

Exhibit C, General Terms and Conditions

13. Approval

This Grant Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.

14. Amendment

No change to this Grant Agreement shall be valid unless made in accordance with Exhibit A, Section 3 or 4, or Exhibit B, Section 7. No oral understanding or change not incorporated in this Grant Agreement is binding on any of the parties.

15. Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of the Department in the form of an amendment.

16. Records Retention

C. Grantee shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including copies of the Grant Agreement, changes, amendments, letters, email correspondence, financial records, and required reports for a minimum of four (4) years following the final payment of funds or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later.

D. Grantee shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.

17. Audit

A. Grant funded projects are subject to audit by the State of California during the grant term and for up to four years following the termination of the grant agreement. Grantee agrees that the Department, Department of Finance, Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement.

B. At any time, the Department, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee's records to ensure proper grant management. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by the Department, Department of Finance, Bureau of State Audits, or their designated representative. Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Department to audit records and interview staff in any subcontract related to performance of this Grant Agreement in accordance with Government Code section 8546.7. Grantee shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

18. Indemnification

Grantee agrees to indemnify, defend, and hold harmless the State of California, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all Grantees, partners, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant 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 Grantee in the performance of this Grant Agreement.

19. Disputes

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

20. Independent Grantee

Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the Department.

21. Non-Discrimination Clause

During the performance of this Grant Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Grant Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

22. Timeliness

Time is of the essence in this Grant Agreement. The Department and Grantee will work collaboratively to ensure this Grant Agreement is administered in a timely fashion.

23. Governing Law

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

24. Unenforceable Provision

If any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Grant Agreement have force and effect and shall not be affected thereby.

Exhibit D, Special Terms and Conditions

1. Compliance with Laws and Regulations

By signing this Grant Agreement, Grantee certifies that it shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits and shall secure any new permits required by authorities having jurisdiction over the Project(s), and maintain all presently required permits. Grantee shall ensure that any applicable requirements of the California Environmental Quality Act are met in order to carry out the terms of this Grant Agreement.

2. Subcontractors

The Department's contractual relationship is with Grantee, and not any of its subcontractors. Grantee is entitled to make use of its own staff and subcontractors, as identified in the Budget Detail Worksheet (Attachment 4), and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. Grantee shall manage, monitor, and accept responsibility for the performance of its own staff and subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the Department and any subcontractors, and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Department for the acts and omissions of its 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 Grantee. Grantee's obligation to pay its subcontractors is an independent obligation from the Department's obligation to make payments to Grantee. As a result, the Department shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

3. No Third-Party Beneficiaries

This Grant Agreement is not intended for the benefit of any person or entity other than the parties, and no one other than the parties themselves may enforce any of the rights or obligations created by this Grant Agreement.

4. Project Monitoring and Oversight

Project monitoring and oversight is essential to ensure the Project stays within scope and is completed on schedule and within budget in accordance with this Grant Agreement.

5. Dispute Resolution

D. Invoice Disputes

i. In the event of an invoice dispute, the Grant Manager will notify Grantee by phone and follow up in writing using the Invoice Dispute Notification Template (Attachment 6) within ten (10) working days of receipt of the disputed invoice.

ii. During the dispute, both parties shall deal in good faith to resolve the dispute. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.

iii. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

E. General Disputes

v. In the event of a dispute unrelated to the dispute of an invoice, Grantee shall first attempt to resolve the dispute with the Grant Manager.

vi. Both parties shall deal in good faith and attempt to resolve the dispute informally.

vii. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement during a dispute.

viii. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

F. Contesting a Dispute Decision

i. If Grantee contests a decision made by the Grant Manager, Grantee may submit a written "Notice of Dispute" on official letterhead. The "Notice of Dispute" shall include:

- The Grant Agreement number
- A complete description of the basis for the dispute
- Legal authority or pertinent facts, supporting arguments and documentation
- Action requested for resolution

The "Notice of Dispute" shall be sent to:

Department of Conservation
Division of Land Resource Protection
Attn: Division Director
801 K Street, 14th Floor, MS 14-15
Sacramento, CA 95814

ii. Within 30 days after receipt of the "Notice of Dispute," the Division Director shall review the dispute and submit a written decision to Grantee, which shall include:

- The decision made
- An explanation for the decision
- Whether the decision shall be conclusive and binding or can be appealed and the steps to take to appeal the decision

6. Termination

C. Completion of Project. This Grant Agreement shall terminate upon completion of the project and payment of the last invoice.

D. Early Termination. Either Party may terminate this Grant Agreement upon thirty (30) days advance written notice by certified mail to the other Party. The notice shall specify the reason for early termination and may permit Grantee or Department to rectify any deficiency(ies) prior to the early termination date.

7. Waiver of Rights

D. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the Department, its officers, agents, or employees for any liability arising from, growing out of, or in any way connected with this Grant Agreement.

E. Grantee waives all claims and recourses against the Department, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence of the Department, its officers, agents, and employees.

F. None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing.

8. Insurance Requirements

G. Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.

H. If Grantee is not a governmental organization or is unable to provide evidence of self-insurance, then it shall obtain and keep in force for the term of this Agreement the following insurance policies that cover any acts

or omissions of Grantee, its subcontractors, or its employees engaged in the provision of service specified in this Agreement:

iv. Workers' Compensation Insurance in an amount of not less than $1,000,000 in accordance with the statutory requirement of the State of California (California Labor Code § 3700 et seq.).

v. Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence for bodily injury and property damage combined.

vi. Motor vehicle liability insurance in an amount not less than $1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover liability arising out of any motor vehicle including owned or hired, and non-owned motor vehicles.

I. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California under this Grant Agreement. The additional insured endorsement must accompany the certificate of insurance.

J. Grantee shall submit proof of insurance documents referencing this Grant Agreement number to the Department electronically within thirty (30) days of signing this Grant Agreement.

K. Grantee shall notify Department in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage.

L. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

9. Stop Work

If it is determined, at the sole discretion of the Department, that Grantee is not meeting the terms and conditions of this Grant Agreement, immediately upon receiving a written notice through certified mail from the Department to stop work, Grantee shall cease all work under this Grant Agreement. The Department has the sole discretion to determine that Grantee meets the terms and conditions after a stop work order, and to send through certified mail a written notice to Grantee to resume work under this Grant Agreement.

10. Publicity

Grantee agrees that it will acknowledge the Department's support whenever activities or projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, articles, seminars, websites, or other type of promotional material.

Grantee shall also include in any publication resulting from work performed under this grant an acknowledgment substantially as follows:

"The work upon which this publication is based was funded in whole or in part through a grant awarded by the California Department of Conservation."

Media: Grantee is required to identify a point of contact for all press inquiries and communications needs related to the Project and provide the name, phone number, and email address of this individual to the Department. All press releases must be approved by the Department prior to distribution, and the Department must be alerted and invited to participate in all press conferences related to the grant.

Social Media: Grantee is encouraged to use social media to inform and share with the public activities under this Grant Agreement. Furthermore, the Department should be tagged on all posts related to activities under this Grant Agreement.

All publicity must comply with the Publicity and Confidentiality requirements set forth in the Guidelines (Exhibit F).

11. Drug-Free Workplace Certification

In signing this Grant Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

D. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

E. Establish a Drug-Free Awareness Program to inform employees about:

v. The dangers of drug abuse in the workplace.

vi. The person's or organization's policy of maintaining a drug-free workplace.

vii. Any available counseling, rehabilitation, and employee assistance programs.

viii. Penalties that may be imposed upon employees for drug abuse violations.

F. Every employee who works on this Grant Agreement will:

iii. Receive a copy of the company's drug-free workplace policy statement.

iv. Agree to abide by the terms of the company's statement as a condition of employment on this Grant Agreement.

Failure to comply with these requirements may result in suspension of payments under this Grant Agreement or termination of this Grant Agreement or both, and Grantee may be ineligible for award of any future State of California agreements if the Department determines that any of the following has occurred: Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above (Gov. Code §8350 et seq.).

12. Americans with Disabilities Act

Grantee assures the Department that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

13. Air/Water Pollution Violation Certification

Under State of California laws, Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

14. Payee Data Record Form - STD 204

This form must be completed by all Grantees that are not another state agency or other governmental entity.

Exhibit E, Award Letter

[Insert award letter here.]

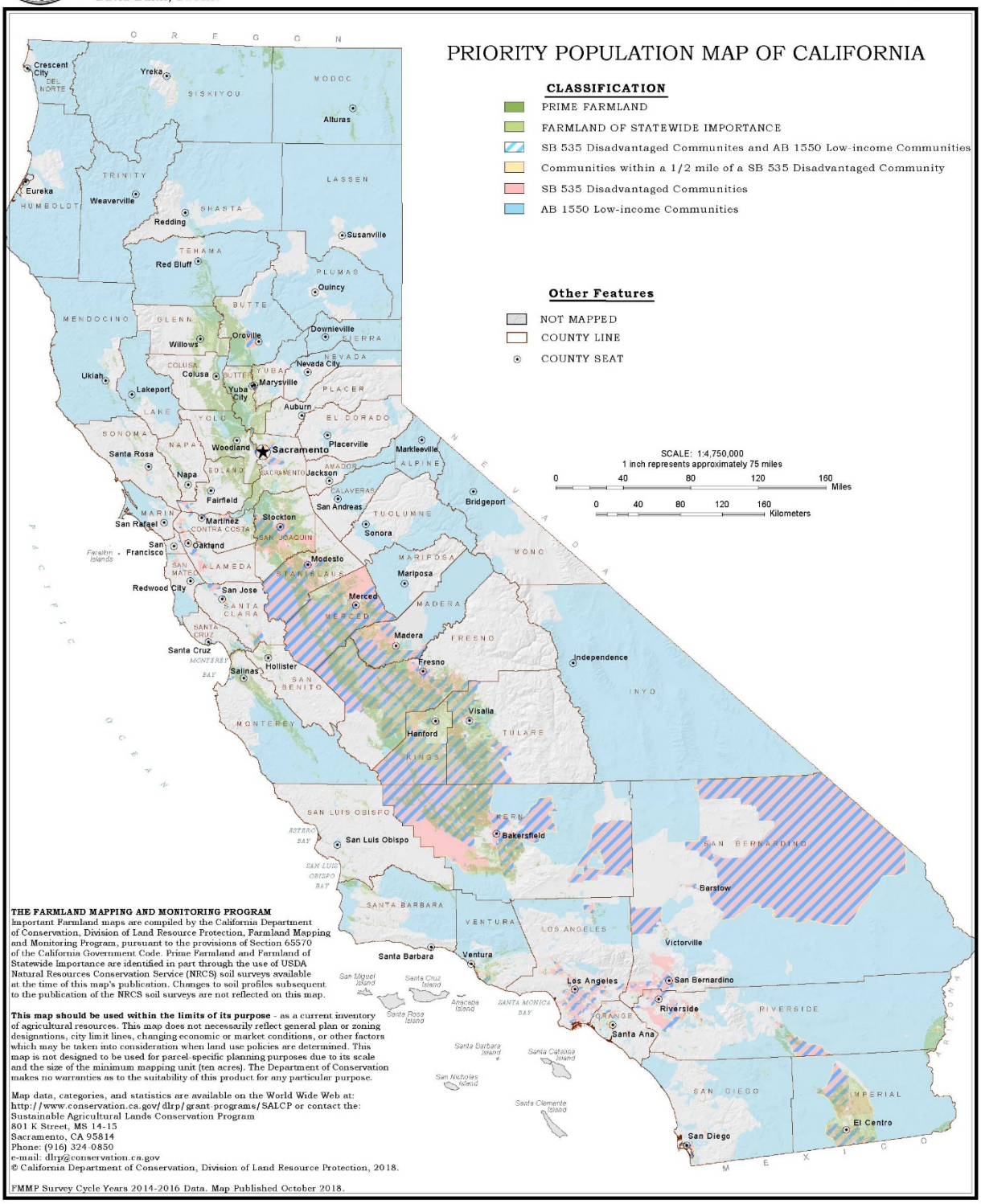
Exhibit F, Guidelines

[Insert Guidelines here.]

APPENDIX H – Priority Populations-Important Farmland Map

STATE OF CALIFORNIA
Edmund G. Brown Jr., *Governor*
THE NATURAL RESOURCES AGENCY
John Laird, *Secretary*
DEPARTMENT OF CONSERVATION
David Bunn, *Director*

CALIFORNIA DEPARTMENT OF CONSERVATION
DIVISION OF LAND RESOURCE PROTECTION
SUSTAINABLE AGRICULTURAL LANDS CONSERVATION PROGRAM



APPENDIX I – Glossary

The terms used in these grant Guidelines are defined as follows:

AB 32 (Chapter 488, 2006): Assembly Bill 32, or the California Global Warming Solutions Act of 2006, establishes a comprehensive program of regulatory and market mechanisms to achieve real, quantifiable, cost-effective reductions of greenhouse gases. It codifies in the Health and Safety Code declarations about the serious threats posed by global warming and the intent of the Legislature to ensure coordination among State agencies and all affected stakeholders in the development of regulations to implement this law.

Affordable Housing and Sustainable Communities (AHSC) Program: The AHSC Program furthers the regulatory purposes of AB 32 and SB 375 by investing in projects that reduce greenhouse gas emissions by creating more compact, infill development patterns; encouraging active transportation and mass transit usage; and protecting agricultural land from sprawl development. These projects, described in the AB 32 Scoping Plan, support climate objectives and co-benefits by reducing vehicle miles traveled and associated greenhouse gas and other emissions, or by making strategic investments that protect agricultural lands to reduce greenhouse gas emissions.

Agricultural Conservation Easement (easement): A voluntary, legally recorded deed restriction in perpetuity, as defined in Section 815.1 of the Civil Code. The ACE removes development pressure, prohibits practices that would damage or interfere with the agricultural use of the property, and prevents the restriction of agricultural husbandry practices. The ACE remains in effect even when land changes ownership and maintains the land in private ownership and on the tax rolls. The ACE must be held by a qualified Section 501(c)(3) California nonprofit organization, or a local government, both of which must state that one of their primary purposes is the protection of agricultural use.

Agricultural Land: For the purposes of this program, agricultural land includes both cultivated and non-cultivated (e.g., rangeland and pasture) lands.

Agricultural use: For the purposes of SALC, agricultural activity, operation or facility or appurtenances thereof shall include the cultivation and tillage of the soil, dairying, the production, cultivation, growing, and harvesting of any agricultural commodity including viticulture, apiculture, or horticulture, the raising of livestock, fur bearing animals, fish, or poultry, and any practices performed by a farmer or on a farm as incident to or in conjunction with those farming operations, including preparation for market, delivery to storage or to market, or delivery to carriers for transportation market. This definition shall also include gathering and activities that promote healthy trees, shrubs, and perennial forbs for the cultivation of traditional foods, herbal medicine, fibers (such as basketry material), and dyes so long as the project is led by or is in partnership with a California Native American tribe and the deed provides tribal access to those resources.

Applicant: An organization requesting funding from this program to be administered by the State. Eligible applicants for the Sustainable Agricultural Lands Planning Grants are cities and counties. Partners to the Sustainable Agricultural Lands Planning Grants may include nonprofit organizations, resource conservation districts, or a regional park or open-space district or regional park or open-space authority. Eligible applicants for the Agricultural Conservation Easement Grants include local governments, nonprofit organizations, resource conservation districts, or a regional park or open-space district, regional park or open-space authorities, and California Native American tribes as identified in Civil Code section 815.3.

Applicant's stated purpose: As described in adopted by-laws, articles of incorporation, policy, or resolution of the applicant's governing body (does not include statements on website)

Baseline Conditions Report: A comprehensive document that describes the condition of a property placed under conservation easement. The Baseline Conditions Report (BCR) is compiled by the easement holder and is referred

to during future monitoring of the easement to determine whether the terms and conditions of the easement are being upheld.

Co-Applicant: An organization or entity that is eligible to apply for funding under the SALC Program and applies for funding in partnership with a second organization.

Co-Benefits: The ancillary or additional benefits of policies that are implemented with a primary goal, such as climate change mitigation, acknowledging that most policies designed to reduce greenhouse gas emissions also have other, often at least equally important, benefits (e.g., energy savings, economic benefits, air quality benefits, public health benefits). Also referred to as "multiple benefits." (U.S. Environmental Protection Agency)

Conservation easement: An interest in land, less than fee simple, which represents the right to prevent the development or improvement of the land, as specified in Section 815.1 of the California Civil Code. For the purposes of the SALC Program, the easement is held to prevent any use that may diminish or impair purposes other than agricultural production.

Conservation management practices: Conservation management practices include agricultural management practices that sequester carbon, reduce atmospheric GHGs and improve soil health. These practices can include United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Conservation Practice Standards (CPS), California Department of Food and Agriculture Healthy Soils Program Practices, and Carbon Farm Plans.

Cost effectiveness: Defined as the greenhouse gas reduction identified by the Quantification Methodology per dollar of California Climate Investment Funding requested.

Employment Outcomes: Employment outcomes include the following categories—the job classification or trade supported, any job training credentials, the number of jobs provided per classification, the number of jobs provided to employees from priority populations, total hours worked on the project, total hours worked by employees from priority populations, average hourly wage, average hourly wage for employees from priority populations, total number of workers that completed job training (if relevant), and a description of job quality. Additional information is available on the jobs tab of the SALC Program CCIRTS reporting template available at: https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials.

Fully-Burdened rate: The actual cost of a company to have an employee, aside from the salary the employee earns. Labor burden costs include benefits that a company must, or chooses to, pay for employees included on their payroll. These costs include but are not limited to payroll taxes, pension costs, health insurance, dental insurance, and any other benefits that a company provides an employee.

Fund or Funds: Monies authorized by the California Budget Act from the Greenhouse Gas Reduction Fund (GGRF) to the Strategic Growth Council to develop and administer the Affordable Housing and Sustainable Communities (AHSC) Program. Accompanying legislation, SB 862, apportions twenty percent (20%) of the GGRF's proceeds on an annual basis to the AHSC program beginning in FY 2015-16.

Grant Administrator: An employee of the State who manages grants, also called a Grant Manager.

Grant Agreement: A contractual arrangement between the State and grantee specifying the payment of funds by the State for the execution of the work program by the grantee.

Grant Performance Period: The beginning and ending dates of the Grant Agreement. Eligible costs incurred during this period may be funded from the grant. No work plan should exceed 24 months, as outlined in State Contracting Manual Guidelines.

Grant term: The period beginning upon the Department Director's signature of the grant agreement, during which the grantee and the Department execute the work program outlined in said agreement.

Grantee: An applicant that has a signed an agreement for grant funding with the State.

Greenhouse Gases: Include, but are not limited to, carbon dioxide, methane, nitrous oxide, hydro fluorocarbons, perfluorocarbons, and sulfur hexafluoride.

Including: Including means "including, but not limited to."

Infrastructure: Specific to the SALC Program, infrastructure refers to the resources upon which an agricultural business relies. This includes, but is not limited to, seed and fertilizer suppliers, veterinary services, water and energy distribution, transportation, drying or processing facilities, and storage or marketing facilities.

Joint Proposal: An application submitted for the Sustainable Agricultural Lands Strategy and Outcome Grants by one lead eligible applicant with one or more eligible applicant(s) (co-applicant). A single Budget and Work Plan must be submitted by the lead applicant. The Budget and Work Plan must describe the funds that will be distributed to lead and co-applicants and identify general activities for which they are used.

Land Trust: A private, nonprofit organization that holds a tax exemption as defined under Section 501(c)(3) of the Internal Revenue Code, and further qualifies as an organization under Section 170(b)(1)(A)(vi) or 170(h)(3) of the Internal Revenue Code. For purposes of the SALC Program, land trusts eligible to hold agricultural conservation easements must have among their purposes the conservation of agricultural lands.

Living Area: Specific to the SALC Program, living area is defined by the local jurisdiction that oversees permitting of the project area. Please refer to your local jurisdiction for additional information.

Local Agency Formation Commission (LAFCO): The Cortese-Knox Local Government Reorganization Act (Government Code Section 56000, et seq.) established Local Agency Formation Commissions in each county, empowering them to review, approve or deny proposals for boundary changes and incorporations for cities, counties, and special districts. Among the purposes of a LAFCO are discouraging urban sprawl, preserving open-space and prime agricultural lands, efficiently providing government services, and encouraging the orderly formation and development of local agencies based upon local conditions and circumstances (Government Code Section 56301). One of the primary planning tasks is the establishment of "Spheres of Influence" for the various governmental bodies within their jurisdiction.

Natural Resources: The materials and functions that comprise the natural wealth of an area's ecosystems, including the plants, animals, minerals, air, water, and soil. Among these functions are watershed catchment, wildlife migration and habitation, forestry, grazing, and crop production. Of particular importance for complex, large scale natural resources functions are lands that flood, lands that are farmed, lands dedicated to open space, lands designated for mineral extraction, greenbelts, parks and trails, and lands valued for their aesthetics.

Participating Stakeholder: Cities, counties, local agency formation commissions (LAFCOs), agricultural businesses, agricultural water providers/purveyors, non-governmental organizations (NGOs), community members, and Native American tribes.

Partner(s): Nonprofits, resource conservation districts, or other stakeholders with an interest in conserving agricultural land that are included or play a role in the Applicant's proposed scope of work.

Project Geographic Area: For purposes of the SALC Program, the physical geographic extent of a proposal assessed to estimate the GHG emission reductions at the application stage; only agricultural lands within the project geographic area that are determined to be at risk of conversion are considered when quantifying the GHG benefit.

Project structure: Attributes that define the agricultural conservation easement project including acreage, boundary, legal access, reserved rights, prohibited uses, fee ownership, mineral estate, and co-benefits.

Reasonable Associated Costs: A cost is reasonable if, in its nature and 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. In determining reasonableness of a given cost, consideration must be given to:

- Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of the Grant Agreement.
- The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of the Grant Agreement.
- Market prices for comparable goods or services for the geographic area.
- Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to its employees, the public at large, and the State.
- Whether the cost significantly deviates from the acquiring entity's established practices and policies regarding the incurrence of costs.

Regional Plan: Either of the following: 1) A long-range transportation plan developed pursuant to Section 134(g) of Title 23 of the United States Code and any applicable State requirements, OR 2) A regional blueprint plan, which is a regional plan that implements statutory requirements intended to foster comprehensive planning as defined in Section 65041.1 of Chapter 2.5 (commencing with Section 65080) of Division 1 of title 7, and Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code.

Reserved rights: Rights expressly retained or proposed to be retained by the landowner/grantor of an agricultural conservation easement.

Specific Plan: A tool for local government implementation of all or part of an area covered by a general plan. A specific plan can combine policy statements with development regulations. It is often used to address the development requirements for projects such as urban infill developments or planned communities. Its emphasis is on standards and development criteria for projects within the area of the specific plan. A specific plan may be adopted either by resolution or by ordinance. Specific plans must be consistent with all facets of the General Plan (§65450, et seq.).

Sphere of Influence (SOI): The SOI is a plan for the probable physical boundaries and service area of a local government agency (Government Code Section 56076). One of the primary planning tasks of each county's LAFCO is the establishment of SOIs for the governmental bodies within their jurisdictions.

State: For purposes of the SALC Program, State is a general term including the Strategic Growth Council, Department of Conservation, and the Natural Resources Agency or its representatives.

State Planning Priorities: As defined under Government Code Section 65041.1: The State planning priorities, which are intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety in the State, including in urban, suburban, and rural communities, shall be as follows:

(a) To promote infill development and equity by rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed,

underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas, and to preserve cultural and historic resources.

(b) To protect environmental and agricultural resources by protecting, preserving, and enhancing the State's most valuable natural resources, including working landscapes such as farm, range, and forest lands, natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands, recreation lands such as parks, trails, greenbelts, and other open space, and landscapes with locally unique features and areas identified by the State as deserving special protection.

(c) To encourage efficient development patterns by ensuring that any infrastructure associated with development, other than infill development, supports new development that does all of the following:

(1) Uses land efficiently.
(2) Is built adjacent to existing developed areas to the extent consistent with the priorities specified pursuant to subdivision (b).
(3) Is located in an area appropriately planned for growth.
(4) Is served by adequate transportation and other essential utilities and services.
(5) Minimizes ongoing costs to taxpayers.[26]

Stewardship Fund: Funds dedicated solely for the long-term stewardship of conservation easements. These funds are set aside by the easement holder at the recordation of a conservation easement and dedicated to ensure funding for the cost of annual monitoring and evaluation of easement threats.

Subcontractor: An entity contracting with the applicant that will participate in the proposed work program submitted by the applicant. Subcontractors must be included in the work plan and budget form. The lead applicant submits invoices on behalf of the subcontractor. The State pays the lead applicant, who then pays the subcontractor.

Sustainable Communities Strategy (SCS): A plan that coordinates transportation and land use planning as described in the Sustainable Communities and Climate Protection Act of 2008 in order to meet a region's GHG reduction targets. Each Metropolitan Planning Organization (MPO) shall consider the best practically available scientific information regarding resource areas and farmland in the region when compiling their SCS. Each SCS must be reviewed and accepted by CARB.

[26] (Amended (as added by Stats. 2002, Ch. 1016) by Stats. 2002, Ch. 1109, Sec. 1. Effective January 1, 2003.)

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

MEETING DATE: January 21, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: Board of Supervisors
APPROVING PARTY: Peter Huebner
PHONE NUMBER: 530-289-3230

AGENDA ITEM: Discussion direction and possible approval of Library Contract with Plumas County.

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

BACKGROUND INFORMATION: Plumas County requested a meeting to disuse updating the contract for Library Services Plumas County provides Sierra County. The attached is the culmination of those meetings.

FUNDING SOURCE: GENERAL FUND
GENERAL FUND IMPACT: No Additional General Fund Impact
OTHER FUND:
AMOUNT: $26,760.86 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 2019- _____ Agreement 2019- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Plumas-Sierra County - Library Services Agreement
Invoice and A-87 Cost Overview

Fiscal Year	Sierra County Total	Additional Cost Over $23k Cap	Sierra County Paid	SC A-87 Cost Not Paid
14/15	$ 21,255.08	$ -	$ 21,255.08	$ 5,767.19
15/16	$ 21,185.91	$ -	$ 21,185.91	$ 4,662.46
16/17	$ 23,396.40	$ 396.40	$ 23,000.00	$ 4,662.46
17/18	$ 24,379.83	$ 1,379.83	$ 23,000.00	$ 6,332.81
18/19	$ 26,285.90	$ 3,285.90	$ 23,000.00	$ 5,335.94
Totals:		$ 5,062.13		$ 26,760.86

Van Maddox

From: Hydrick, Gabriel <GabrielHydrick@countyofplumas.com>
Sent: January 02, 2020 15:47
To: peter w huebner; peter w Huebner; Peter Huebner; Sharon Dryden
Cc: Van Maddox; Tim Beals; Fuchs, Lindsay
Subject: Plumas Sierra Library Agreement
Attachments: FY 19-20 Cost Breakdown.pdf; SC Agreement - Reimbursement Request.pdf; Sierra County Agreement.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Sierra County library team,
Lindsay and I thank you for your time to meet and work with us to update the library services agreement to continue library services to the residents of Sierra County. Attached to this email, you will find three documents.

1. A draft agreement. Lindsay and I have not passed this by legal counsel just yet. The reason why is we want to make sure we captured the ad hoc feedback and talking points. Please review, track your proposed changes and send back. We've included the Word version for your convenience. Once we are sure we've captured the Ad Hoc's points, we'll share the draft with the legal entities for refinement to ultimately be brought before the respective Boards.
2. Reimbursement request. You may recall at both meetings in Sierraville the Plumas team demonstrated that we've subsidized Sierra County library services for a handful of years. In this letter, and as mentioned at the ad hoc meetings, we request Sierra County consider reimbursing Plumas County for FY 19/20 only. Further details can be found in the letter.
3. Exhibit A. This compliments the reimbursement request and provides the breakdown of the cost overages for FY 19/20. This spreadsheet should look familiar from the ad hoc meetings.

Lindsay and I are happy to answer questions.
Many thanks, Gabriel

Kind regards,

Gabriel Hydrick
County Administrator

Plumas County
520 Main St. Suite 309
Quincy, CA 95971
P: (530) 283-6446
E: gabrielhydrick@countyofplumas.com

EXHIBIT 'A'

	Assumed Total for Sierra County: 2019-2020
Salary, Sierra County Workers	$11,466.50
Salary, HQ [Lindsay, Jeri, Maria]	$4,932.77
Worker's Compensation	$1,439.89
Postage	$230.00
Office Supplies & Library Processing	$238.00
Magazines	$161.13
Travel	$586.96
Labor Law Posters	$352.00
Liability Insurance	$376.03
Volunteers [one time cost]	$780.00
Books	$320.00
Totals	$20,883.28
NorthNet [Membership]	$44.80
NorthNet [CalPERS]*	$402.24
CLA Membership	$32.00
ARSL Membership	$9.60
Bywater Solutions	$211.20
Kanopy	$24.58
Totals	$724.42
Totals:	$21,607.70
Overdrive	$34.62
Zinio	$20.10
Zip Books [Sierra County only]	$150.00
Totals	$204.72
Totals:	$21,812.42
Overhead	$5,335.94
Totals:	$27,148.36

The pink section is listing the direct costs of payroll, supplies, etc

The green section is listing the SC portion for system-wide services;
Sierra County's patronage makes up 6.4% of the total, and so the costs listed represent 6.4% of the total

Currently, under the system we receive grant money that pays for this blue section.
This does not include (free) programs only available under the Plumas County System like NY Times digital version, TeachingBooks, etc

As mentioned in the meeting, the A-87 indirect costs are not currently included in the Agreement. This number is 5.5% of the Library overhead.

PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242

Lindsay Fuchs
County Librarian

DATE: 1/2/2020

TO: Honorable Board of Supervisors, Sierra County
Ad Hoc Committee for the Plumas-Sierra Library Agreement
Sierra County Auditor, Van Maddox

FROM: Lindsay Fuchs, Plumas County Librarian
Gabriel Hydrick, County Administrator

RE: 19-20 FY Reimbursement for Plumas-Sierra Library Agreement services overages

Dear Sierra County colleagues:

On the 11th of May last year, the Plumas County Administrator reached out to Sierra County's Honorable Chair Roen to initiate a review and update of the Plumas-Sierra Library Agreement. This agreement is outdated so much so there is an 'updated' version floating around that was never formally adopted by either county. Additionally, because of the outdated nature of the agreement, the costs to provide the services according to the agreement were not reflective of current costs.

The purpose of this letter is to follow through on the request made by Plumas County during Ad Hoc Committee meetings in Sierraville. The request is for reimbursement of the costs that exceed the current, but outdated agreement. Plumas County has been subsidizing the cost increases on behalf of Sierra County since FY 16/17. Plumas County seeks reimbursement for FY 19/20 only, and no other prior years.

The outdated agreement stipulates Sierra County compensate Plumas County 5.5% of the Plumas County final budget with a $23,000 cap. Starting in FY 16-17, the costs to provide library services to Sierra County residents exceeded the $23,000 cap. Additionally, the original and subsequent updates did not include the indirect A-87/Cost Allocation as part of the payment, which would have brought Sierra County's costs to exceed the $23,000 cap from approximately FY 14/15 and thereafter. Exhibit A, details on the cost breakdown, has been included with this letter for your review and evaluation. This cost breakdown was also provided to the Ad Hoc Committee during both meetings.

For FY 19/20, costs exceeded the $23,000 cap by $3,285.90. Costs overages relative to A-87 for the same FY were $5,335.94. Combined, these overages total $8,621.84. Plumas County respectfully requests our colleagues at Sierra County consider reimbursing Plumas County for these cost overages. We greatly appreciate your time and consideration of this request. Please do not hesitate to contact me with questions or concerns.

Kind regards,

Lindsay Fuchs, County Librarian

AGREEMENT NO. 20-____

LIBRARY SERVICES AGREEMENT

By this agreement, made between the County of Plumas (hereinafter "Plumas") and the County of Sierra (hereinafter "Sierra)", it is agreed as follows:

Authority

1. Plumas and Sierra make this agreement pursuant to Education Code §19108.

Services

2. Plumas shall provide free library services to Sierra residents through branch libraries at Alleghany, Downieville, Loyalton and Sierra City (hereinafter "stations").

Responsibilities

3. Plumas shall be responsible for the following direct and indirect services:
   a. Providing, cataloging, and shipping materials and supplies to the stations.
   b. Provide a credentialed Librarian for support, services and programs under the library consortium, the CA State Library and other library associations and organizations.
   c. Processing reimbursements to stations.
   d. Handling patron requests and shipments.

4. Sierra shall be responsible for the following direct and indirect services:
   a. Sierra County will be responsible for providing accurate and timely reporting at the request of the County Librarian or Librarian.
   b. Proper internal controls for cash handling and reporting (fees, fines, donations, fundraising, book sales) in order that all revenue generated by Sierra stations remains within Sierra library stations.
   c. Procurement, maintenance, and replacement of Informational Technology assets and related equipment.

Facilities

5. Plumas County shall be indemnified against facility related claims

6. Sierra County responsibilities:
   a. In good faith, provide buildings in which to house stations, and maintaining buildings and grounds for the safety and comfort of patrons and staff under management of Sierra's safety representative.
   b. Claims related to facility incidents.

Personnel

7. Plumas County responsibilities:
   a. Limited to Library based services training (i.e. processing, patron assistance, reporting) for staff.
   b. payroll
   c. Personnel grievances directed to Plumas employees
   d. County Librarian and/or Librarian participates in job interviews and advises regarding hiring/firing and employee discipline.

8. Sierra County responsibilities:
   a. Personnel (staff and volunteers) will be trained according to insurance carrier, county, state and federal requirements for: safety, labor law, county policies.
   b. Volunteers will abide by Sierra Volunteer Policy
   c. Personnel grievances directed to Sierra employees
   d. Assume all personnel liability that are not Plumas employees and indemnify Plumas in such actions, claims and liabilities.

Compensation

9. Sierra will compensate Plumas annually for:
   a. Sierra shall compensate Plumas each year in an amount equal to five-and-one-half percent (5.5%) of the final Plumas library budget and
   b. 2 CFR Part 200 (previously known as A87) cost allocation for:
      County Administrator
      HR
      County Counsel
      Auditor
      Treasurer

With the combination of these two not to exceed $30,000

Following adoption of the final budget, Plumas shall send to the County Auditor of Sierra an appropriate invoice and a copy of the final budget. Sierra shall pay the invoice in full within thirty (30)days after receipt.

Term

The term of this agreement shall be for a period beginning July 1, 2020 and ending June 30, 2023.

Contract will renew annually for a three-year period after which Sierra and Plumas will meet to review and update costs including but not limited to operational station costs and the patron to population ratio.

The agreement may be modified upon written notification to either party no later than thirty (30) days after receipt of payment. Modification to compensation will impact the fiscal year following the modification and not the fiscal year of the modification. Either party may terminate the agreement through written notification to the other party no later than June 1st of any year.

The parties hereby execute this Agreement effective _____.

COUNTY OF SIERRA	**COUNTY OF PLUMAS**
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

99 179

JUL 06 1999

AGREEMENT NO. _____
(An Amendment to Agreement No. 96-115)

AMENDMENT
to
AGREEMENT
FOR
FREE LIBRARY SERVICES

The following is an amendment to that certain Agreement No. 96-115 ("Agreement") with an Effective Date of June 18, 1996, by and between the County of Sierra, a political subdivision of the State of California ("the County") and the County of Plumas (hereinafter "Plumas"), "Contractor".

1. Attachment B of the Agreement pertaining to "Payment" is hereby amended as follows:

AMENDMENT TO ATTACHMENT B

[ ] No Changes
[X] The payment provisions of the Agreement are shown on Attachment B.
[ ] The payment provision is amended to provide compensation for 98/99 fiscal year in an amount of $_____.

2. All other terms and conditions of the Agreement to remain the same.

3. This amendment to the Agreement shall have an Effective Date of July 1, 1999.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

COUNTY OF SIERRA

BILL NUNES
Chairman, Board of Supervisors

APPROVED AS TO FORM:

JAMES A. CURTIS
County Counsel

ATTEST:

MARY J. JUNGI
Clerk of the Board

COUNTY OF PLUMAS

CHAIRMAN, BOARD OF SUPERVISORS

APPROVED AS TO FORM:

ROBERT SHULMAN, COUNTY COUNSEL

ATTEST:

Clerk of the Board, Plumas County
C:\DATA\FORMS\library amended agreement 99.wpd

EXHIBIT B

Compensation

6. Sierra Shall compensate Plumas each year in an amount equal to five-and-one-half percent (5.5%) of the final budget of the Plumas Free Library, at a total amount per fiscal year not to exceed twenty-three thousand dollars ($23,000.00) without the prior written agreement of the Sierra County Board of Supervisors.

   Said Sierra County percent shall be computed on the Plumas County Library Budget excluding any and all grant related appropriation, other than Public Library Fund money not to exceed $10,000.00 per year.

Agreement 96-115
June 18, 1996

FREE LIBRARY SERVICES AGREEMENT

By this agreement, made between the County of Plumas (hereinafter "Plumas") and the County of Sierra (hereinafter "Sierra"), it is agreed as follows:

Authority

1. Plumas and Sierra make this agreement pursuant to Education Code §19108.

Services

2a. Plumas shall provide free library services to Sierra residents through branch libraries at Alleghany, Downieville, Loyalton and Sierra City (hereinafter "stations").

2b. Adult literacy services shall be provided to Sierra County. The full cost of these services shall be borne by the Plumas County Library as long as there is California Literacy Campaign funding under the California Library Services Act ("CLSA") grant ("the Grant") awarded to Plumas County Library for services in Sierra County. In the event that such Grant funds are not available, Plumas County may terminate this agreement upon thirty (30) days prior written notice. In no event, absent prior written agreement with Sierra County, shall Sierra County be liable for any cost associated with the operation of the Adult Literacy Services' Program. The foregoing shall not prohibit Sierra County from voluntarily contributing funding for the Literacy Program or any expansion thereof at the sole election of Sierra County.

The funds from this Grant shall be used exclusively for expenses for literacy services in Sierra County; these expenses shall include personnel, budgeted equipment and library materials, and general operating costs, with an administration fee to the Plumas County Library of 10 percent of the total Grant award per year.

The fiscal and administrative agent for the CLSA Grant shall be the Plumas County Librarian until such time as the Grant is no longer awarded for services in Sierra County or upon such time as there is no longer a contract/agreement for library services between Sierra County and Plumas county.

INDEXED

Copies of all required reports to the California Library Literacy Services Bureau (the State Library's auditing agent for CLSA grants) shall be provided to the Sierra County Board of Supervisors and Auditor; these reports shall include:

1) quarterly expenditure and performance reports.
2) annual grant renewal applications and budgets.
3) grant award and budget approval notifications.

Responsibilities

3. Plumas shall be responsible for the following direct services:

a) providing materials to the stations.
b) shipping materials to and from stations.
c) hiring and training independent contractors to staff stations.

4. Plumas shall also provide the following indirect services:

a) processing new books.
b) processing reimbursements to stations.
c) handling patron requests and shipments.
d) supplies.

5. Sierra shall be responsible for providing buildings in which to house stations, and maintaining buildings and grounds for the safety and comfort of patrons and staff. Such responsibility may be met through facility use or lease agreements between Sierra County and public entities or private parties.

Compensation

6. Sierra shall compensate Plumas each year in an amount equal to five-and-one-half percent (5.5%) of the final budget of the Plumas Free Library, at a total amount per fiscal year not to exceed twenty thousand dollars ($20,000.00) without the prior written agreement of the Sierra County Board of Supervisors.

Said Sierra County percent shall be computed on the Plumas County Library Budget excluding any and all grant related appropriation, other than Public Library Fund money not to exceed $10,000 per year.

7. Following adoption of the final budget, Plumas shall send to the County Auditor of Sierra an appropriate invoice and a copy of the final budget. Sierra shall pay the invoice in full within thirty (30) days after receipt.

Term

8. The term of this agreement shall be for a period beginning July 1, 1996 and ending June 30, 1997. This agreement shall be deemed renewed each year for an additional one-year-term unless either party notifies the other to the contrary, in writing, no later than June 1st of any year.

COUNTY OF SIERRA

DONALD M. McINTOSH, CHAIRMAN
BOARD OF SUPERVISORS

APPROVED AS TO FORM:

WILLIAM W. PANGMAN
COUNTY COUNSEL

ATTEST:

MARY J. JUNGI, CLERK
SIERRA COUNTY BOARD OF SUPERVISORS

COUNTY OF PLUMAS

CHAIRMAN, BOARD OF SUPERVISORS

APPROVED AS TO FORM:

COUNTY COUNSEL, PLUMAS COUNTY

ATTEST:

CLERK
PLUMAS COUNTY BOARD OF SUPERVISORS

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

MEETING DATE: January 21, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☒Timed ☐Consent

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

AGENDA ITEM: Steve Frisch-President of the Sierra Business Council: Presentation of White Paper on Biomass Utilization in the Sierra Nevada; Recap of Regional Activities Around Biomass Utilization; and Discussion of Proposed Biofuels Project in Sierra County.

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

BACKGROUND INFORMATION: See attached background information.

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

BIOMASS in the SIERRA NEVADA

A Case for Healthy Forests and Rural Economies

November 2019

SIERRA BUSINESS COUNCIL

A Message from Sierra Business Council

This paper is not an argument for a new kind of coal.

It is a thoughtful and scientifically supported proposition for a way to reinvest in rural economies and counties that have been disproportionately affected by some of the state's biggest climate impacts to date. Wildfire, drought, tree mortality, distressed watersheds – these are all symptoms of our changing climate. These events, large and small, long and brief, affect our economies and our homes, both urban and rural. They affect how and where we live, play, and breathe. This paper attempts to provide a clear-eyed, realistic look at the challenges that our forested Sierra Nevada communities face, the threat posed by massive and destructive wildfires, and an acknowledgment that while biomass cannot solve all of these problems, it should be pursued as part of the solution.

Simone Cordery-Cotter, principal author

Acknowledgments

Sierra Business Council would like to thank Simone Cordery-Cotter, Climate Analyst and this report's principal author. Other Sierra Business Council contributors include Steve Frisch, President; Kerri Timmer, Vice President of Climate and Energy; Chris Mertens, Government Affairs Director; John Plaggmier, Project Manager; and Nikki Caravelli, former Sierra CAMP Project Manager.

Special thanks to our reviewers for providing expert review and feedback on the paper's research and recommendations.

SIERRA
BUSINESS COUNCIL

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EXECUTIVE SUMMARY

California's forests are in dire straits due to a number of stressors, including a century-plus of fire suppression practices that have led to overcrowded forests, extended drought conditions, and a pine beetle scourge that together have killed at least 147 million trees throughout the state of California since 2010, the majority of which are in the Sierra Nevada mountain range.[1] In part as a result of these stressors and the growing impacts of climate change, including warmer conditions and seasonal weather patterns swinging increasingly between extreme precipitation and extended dry periods, overcrowded forests pose a massive wildfire threat.

Courtesy Al Golub

Fire is a necessary component of a healthy Sierra Nevada forest. The systematic suppression of any and all fire events over the past 100 years has resulted in Sierra Nevada forests that are overgrown and dense; vastly different from the fire-adapted forests that covered the landscape over 100 years ago, many of which were actively maintained by tribal populations.[2] Unlike 100 years ago, hundreds of thousands of Californians now live in the Sierra wildland urban interface (WUI) -- urbanized regions adjacent to high fire hazard zones -- meaning the risks and costs associated with wildfire have changed. With the advent of an unprecedented fire season in 2018 that sent fire suppression and emergency response costs soaring to the tune of $947.4 million and insurance losses exceeding $24 billion,[3] and a severe season projected for 2019[4] that prompted Governor Newsom to declare a state of emergency to prepare vulnerable communities for the oncoming fire season[5], Sierra Nevada forests are threatening to become a massive liability to the state of California and its many residents.

Complicating matters is the staggering cost of forest management, estimated by some to be in the billions of dollars per year to support the recommended pace and scale of treatment needed to restore a more natural fire regime and achieve more ecologically sustainable and resilient forests across the California's landscape. Managed wildfires and prescribed burning[6] are important tools for forest restoration, but their effectiveness is limited in areas where human development has become increasingly woven into what was once a wild landscape. We cannot simply reintroduce fire, and burn our way to a healthier forest; it will require a combined effort of prescribed burns, mechanical thinning, and systematic restoration. Fortunately, within the problem lies a part of the solution: forest biomass utilization.

Biomass utilization is the use of residual solid material generated by various agricultural or forest activities to create value-added products, such as biomass energy. In the case of forest biomass energy, excess material from forest management treatments, such as dead and damaged trees not suitable for wildlife habitat or low-value small-diameter trees and brush left over from thinning[7] or other forest health activities, are combusted in a controlled facility to reduce emissions and create electricity.

In its heyday in the early 1990s, California's bioenergy industry was the largest and most diverse in the world,[8] thanks in part to the federal Public Utilities Regulatory Policy Act (PURPA, 1978)[9], that stimulated the growth of biomass and other renewable energy sources in the U.S. due to the relatively high cost of other energy sources at the time. In California, biomass was considered an important means of achieving the state's mandated waste reduction goals because it diverted material that otherwise would have been openly burned in piles or disposed of in landfills, and instead put that material to use for beneficial purposes, including creating electricity.

FURTHER READING

Biomass energy is a vast and complex topic, and this report does not attempt to analyze the full carbon lifecycle of various biomass feedstocks, nor the total greenhouse gas emissions impact of a single biomass facility and its supply chain, much less the industry as a whole. There should be further conversations around the carbon footprint of added-value wood products and additional goods that use engineered wood or mass timber. For further insight into these issues, we recommend the following:

Literature Review and Sensitivity Analysis of Biopower Life-Cycle Assessments and Greenhouse Gas Emission. Electric Power Research Institute, 2013.

Comparative Life Cycle Assessments: Carbon Neutrality and Wood Biomass Energy. Roger A. Sedjo, 2013.

Recommendations to Expand Wood Products Markets in California. SB 859 Wood Products Working Group, 2017.

Improving California's Forest and Watershed Management. Legislative Analyst's Office, 2018.

Identifying Market Interests and Opportunities for Sierra Nevada Sustainable Forestry Materials. Sandra Lupien, MPP & Joshua Harrison, 2019

Circa 2000, deregulation of the electric utility industry in California returned the system to a cost-based framework in which non-market values (non-electricity-related co-benefits) – e.g. waste reduction or resource diversity – were no longer considered after an initial transition period.[10] Because biomass became a higher-cost resource, the industry declined as a major source of electrical production in California.

By once again recognizing, valuing, and monetizing the co-benefits of forest biomass energy, local governments and private landowners can help finance necessary improvements to forest health, incentivize ecological forestry practices, and reduce the risk of large, damaging wildfires.

Using forest biomass to create electricity or other products provides not only a financial mechanism to help offset the cost of forest treatment, but also offers a range of environmental, social, and economic benefits such as renewable energy production, net reductions in greenhouse gas (GHG) emissions, increased water quality and yield, net improvements to air quality, rural job creation, improved public health and productivity, and increased sustainability for forested communities and the rest of the state. In assessing the benefits of biomass utilization, we must consider all of the potential costs, avoided costs, and benefits as we did prior to deregulation. Not least of these is renewable forest biomass energy, one of many wildfire and climate change resilience strategies necessary to meet state goals regarding forest health and wildfire risk reduction.

In this paper we detail the current condition of the Sierra Nevada, one of the state's primary forested areas, identify how the judicious removal and sustainable use of excess forest material can help defray necessary forest treatment costs, and how bioenergy processing as one means of disposal can help address the forest fuel problem while providing additional benefits to local communities and urban areas that rely on natural resources from the Sierra.

ENVIRONMENTAL JUSTICE and BIOMASS

Historically, some biomass energy production has had an outsized impact on structurally disenfranchised (disadvantaged) communities. Environmental and air quality advocates point to pollution and particulate emitting facilities where impacts are overlooked or disregarded. Some of the most prominent cited examples are in California's central valley burning agricultural waste.

Biomass energy production is not a 'one size fits all solution', and we are not advocating for the carte blanche expansion of biomass energy state and nation-wide. Siting and location must be considered within specific communities and air quality basins to address environmental justice concerns.

SBC's expertise lies in the communities of the Sierra Nevada, and we know their social, environmental and economic challenges intimately. The language in this report is very specific—we are focused on forest biomass as one part of the solution to California's overwhelming forest management challenge, and the co-benefits biomass utilization could provide to some of the communities that are bearing the brunt of a changing climate.

What is Biomass?

Because biomass is organic material that comes from plants, forest biomass is recognized as a renewable energy source in the state of California.[11] Types of biomass can include excess material generated from timber operations, forest health treatments, agriculture, and construction, and the material can be used for ancillary purposes like value-added wood product manufacturing or biomass energy generation. Solid biomass can be burned directly to produce heat and turn a turbine or warm a boiler, converted into biogas or biofuels, such as ethanol and biodiesel, or used to create additional useful products, such as wood chips, animal bedding, landscaping material, or mass timber products like cross-laminated timber or oriented strand board.[12] The focus of this report is biomass energy, also referred to as bioenergy, as a renewable energy source that makes judicious use of excess forest material from thinning or other forest management activities that would otherwise be disposed of in landfills, open-burned in piles, or left to decompose.

(left) A pile of forest thinnings from the Sagehen Forest Shady Rest Fuel Break. (right) Chipped forest material at Loyalton Biomass Facility. Photos courtesy of Simone Cordery-Cotter

With an urgent need to increase the pace and scale of ecological forest restoration and fuel mitigation[13], biomass energy operations utilizing excess forest material pose an opportunity to prepare the landscape for reintroducing prescribed fire and help offset the cost of those and other restoration projects, which can be expensive and time-consuming. For the purposes of this report, the term biomass refers to the surplus and typically otherwise non-merchantable woody by-products of forest health and fuel reduction projects, such as excess wood chips, small diameter tree trunks,[14] and dead trees and brush that are not left on the forest floor as habitat. While there are other market-based, socio-ecologically responsible uses for biomass including wood products manufacturing and agricultural applications, this paper focuses primarily on biomass energy solutions.

Almost every biomass facility in the Sierra Nevada region uses woody biomass as the plant's primary feedstock. (This in contrast to biomass plants located in the San Joaquin Valley, that primarily utilize non-marketable agricultural byproducts, such as shells, crop trimmings, etc.) This is due to the ready availability of woody biomass feedstock from nearby tree mortality zones and/or fuel mitigation projects, many of which focus on removing small-diameter trees and brush from the forest that would otherwise be unmarketable material in need of disposal by the timber industry. Depending on the facility location, and surrounding land ownership, along with forest density, biomass facilities can make use of biomass anywhere from a 20-mile to 100-mile radius while still keeping the economics of chipping and transporting relatively competitive with other renewable energy sources.[15,16] Removal of feedstock from beyond an established perimeter increases shipping costs, GHG emissions from trucking, and reduces the cost-effectiveness of the feedstock, making it less competitive for power purchase agreements.[17] The key is to keep forest biomass energy facilities local and scalable to the landscapes and communities they serve.

Local biomass energy industries based in forested Sierra Nevada communities have the potential to help finance climate-resilient forests, protect key watersheds, reduce particulate emissions from open burning and wildfire, increase local grid reliability, and reduce landfill waste. As a renewable energy source, biomass energy utilization can help the state meet its renewable energy requirements.[18]

DEFINING THE NEED: Ecological Restoration of Sierra Nevada Forests

There is a clear and immediate need for accelerated forest management in the Sierra Nevada, both to protect live trees and to address the growing tree mortality issue. As both an example and a symptom, the estimated 147 million dead trees in the Sierra Nevada present a major public health hazard in the form of wildfire intensity risk, are a significant source of greenhouse gas emissions, and contribute to unhealthy forest conditions that jeopardize the water quality and water supply of the Sierra Nevada watershed that provides over 60% of California's developed water supply.[19] This massive tree-die off is attributable to many factors, including decades of fire suppression, the most recent five-year drought in California, pest invasions, and climate change.[20]

In order to combat the overcrowded conditions and increasing dead tree mass in California's mixed conifer forests, forest managers at the state and federal level utilize a number of tools. These include mechanical and hand thinning (actively removing excess vegetation from the forest using machinery and hand tools) followed by pile burning as well as prescribed fire or controlled burns. According to the California Forest Climate Action Team's Forest Carbon Plan, an increase in the pace and scale of forest restoration activity in the Sierra, including hand and mechanical thinning in areas near where people live (also known as the wildland-urban interface), prescribed burns, and controlled burns where conditions allow in the forest interior, is badly needed to return the forest to an ecologically resilient state. The overall goal is a heterogeneous forest structure dominated by large-circumference trees.[21] Restored forests have been shown to be more resilient to climate change, sequester (absorb and store) more carbon, are more biologically diverse, and are more resilient to wildfire[22] – benefits that cannot be overstated as the planet creeps toward a 2 degree Celsius temperature increase.[23]

CALIFORNIA'S FIRE LANDSCAPES

It's important to differentiate between the various landscapes that burn in California when we discuss fire. In a state that rises from sea level to above 14,000 feet at points in the Sierra Nevada, and is home to Mediterranean and desert climates, landscapes span everything from lush coastal forests to high desert. The shrub-covered coastal slopes and oak woodlands of southern and central California, also known as chaparral, are characterized by infrequent fire regimes (30-50+ years) that burn at high intensity and regenerate quickly. Fire events in chaparral landscapes are becoming more common due to human encroachment in natural areas. The 2017 Thomas Fire in Ventura and Santa Barbara counties is a characteristic example of a chaparral fire, the spread of which was aggravated by strong Santa Ana winds gusting up to 60 miles per hour. The role fire plays in the chaparral landscape versus California's mountainous mixed conifer forests differs greatly, thus it is important to differentiate between forest and vegetation management strategies for the two ecological regions.

The Forest Carbon Plan estimates that by 2030, the pace of forest restoration and fuels treatment on state, private, and federally-owned land needs to more than triple to a whopping 1 million acres per year to return California forests to a healthy, ecologically resilient state as net carbon sinks.[24] Data shows that California's forests are becoming net carbon emitters rather than sinks, due to land use conversion, changing climate conditions, and wildfire.[25] Conversion of California forests from net carbon sinks to net carbon emission sources poses a threat to achieving California's emission reduction goals and has potential to create a negative feedback loop, exacerbating existing climate change effects.

Ecological restoration of Sierra Nevada forests will help mitigate future catastrophic wildfire, improve regional climate resilience, ensure the quality and quantity of water supply for millions of Californians, sequester carbon, and preserve wildlife habitat, among other benefits.

Ecologically restored Sierra Nevada forests are a huge asset to the state of California. Restored forests that have been subject to prescribed fire regimes and mechanical thinning produce more water for downstream users, store more carbon, and are more fire- and climate change-resilient. Researchers have found that over an 18-year period starting in 1990, thinned forests saved 3.7 billion gallons of water annually in California's Kings River Basin and 17 billion gallons of water annually in the American River Basin.[26] In a region that provides 60% of the state's developed water supply, watershed improvements are increasingly important, especially as climate change-related extreme heat days, drought periods, and overall warmer temperatures strain California's water systems.

Restored forests also store more carbon than other landscapes – the Sierra Nevada region as a whole stores half of the state's above-ground carbon,[27] and has been identified as a key player in achieving state carbon reduction goals.[28] Unfortunately, over the past two years due to tree mortality, wildfires, and other disturbances, Sierra Nevada forests have emitted more carbon annually than they have stored, and are projected to decline further later in the century.[29] As we look forward at a warming world, climate-resilient forests that can remain carbon sinks even in the face of disturbances will be key to maintaining the state's water and air quality.

A glaring barrier to achieving this goal is the high cost of forest management: the Forest Carbon Plan's recommended 1 million acres of restoration activity per year could cost the state, federal land agencies, and private land owners anywhere from $750 to $3,000 per acre.[30] Judicious and sustainable market-based uses of excess forest biomass can help offset that cost, allowing for more treatment, reduced net emissions, and air quality benefits that help the state advance closer to meeting restoration targets set by peer-reviewed and stakeholder-informed reports, such as the Forest Carbon Plan, the Natural and Working Lands Climate Change Draft Action Plan, and the 2019 "Wildfires and Climate Change: California's Energy Future" report from Governor Newsom's Strike Force.

Much of the urgency around forest management stems from increased wildfire risk. In the past three years, California has seen increasingly deadly wildfire seasons culminating in the single most expensive natural disaster of 2018 that took the lives of 85 people: the Camp Fire in Butte County that virtually destroyed the town of Paradise.[31] The evidence points to even more catastrophic fire events on the horizon.

CalFIRE works with the Forest Management Task Force to identify areas of the state where dead and dying trees pose a hazard to local communities, infrastructure, and natural areas. These areas are broken into two tiers: Tier 1 – where high tree mortality directly coincides with critical infrastructure (including utility lines) and poses a threat to communities, and Tier 2 – watershed areas that have significant community and natural resource assets in need of protection. These zones are high priority areas for forest restoration activities, and current state legislation requires BioRAM[32] biomass plants to procure certain percentages of their feedstock from these High Hazard Zones (HHZs).[33] A June 2019 study prepared for the High Hazard Fuel Study Committee identified 42 million bone-dry tons (BDT) of potential biomass fuel on 3.6 million HHZ acres (Tiers 1 and 2) within a 50-mile radius of BioRAM

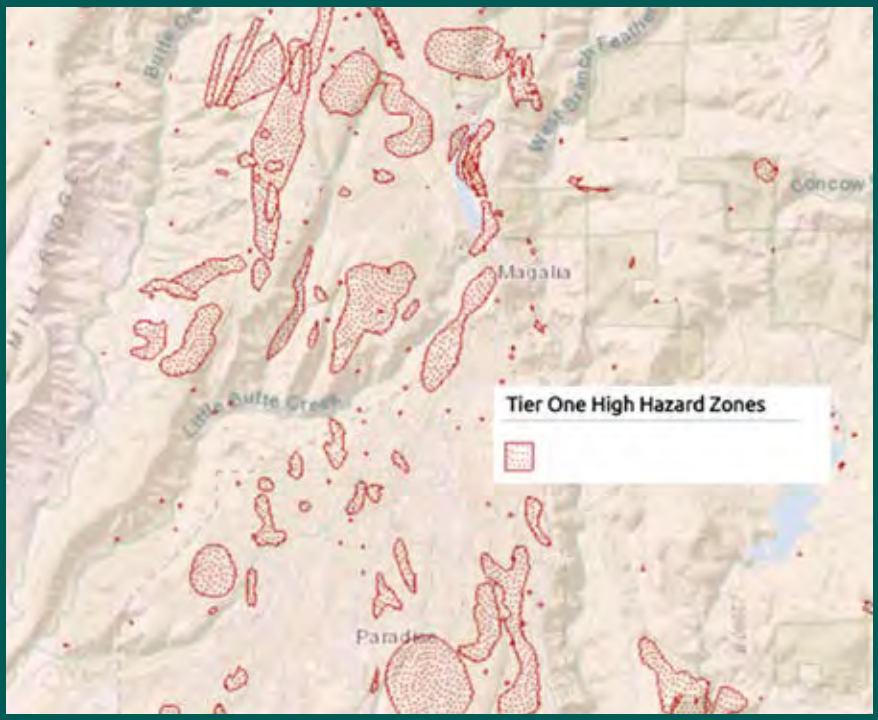
plants, indicating an abundance of qualifying biomass in areas that have been identified as hazardous to communities and watersheds.[34] Note that this is just biomass from High Hazard Zones within a 50 mile haul distance of a BioRAM plant – the same report identified 248 million BDT of forest residue biomass on 13.1 million acres of High Hazard Zones overall. That 42 million BDT of forest residue biomass, mostly in the form of dead trees and essentially the lowest hanging fruit for bioenergy production, currently poses a massive public health hazard, whether it fuels California's next megafire or disrupts communities on a smaller scale, by falling on people, cars, roads, and other infrastructure.

This is biomass that unquestionably needs to be removed, leaving only the discussion about what to do with the staggering 42 million BDT. If diverted to a bioenergy facility instead of a landfill, that amount of biomass currently represents 6% of the state's overall electricity generation capacity, roughly the total energy needs of a metropolitan area the size and population of San Francisco.[35] Efforts to remove this tonnage by law would need to take into account existing California forest management practices and BioRAM contract stipulations, which explicitly prohibit clearcutting. The bottom line is that this material needs to be removed from the forest, and it is merely a question of how to pay for that removal, and where to put the material.

LIVING in the HAZARD ZONE

There is considerable risk when high-priority areas are not treated in a timely manner, as demonstrated by the 2018 Camp Fire. The community of Paradise was covered in Tier 1 hazard zones, but only one area in the northern part of Magalia was subject to concentrated forest-thinning activity. The Butte County Fire Safe Council Executive Director, Calli-Jane DeAnda, said in a November 2018 interview that forest management probably spared the Pine Ridge Elementary School in Magalia after crews cleared vegetation and trimmed 11 acres of trees near the campus.

"I think it's very likely that the school would have burned," said DeAnda when asked what would have happened without the trimming. The effort was achieved in part thanks to $1 million of federal and state grants invested in forest thinning and brush removal.[142]



Map Courtesy of CalFIRE's Fire and Resource Assessment Program, accessed October 4, 2019.

Despite the overwhelming arguments for taking swift and concentrated action to restore Sierra forests, there are many challenges. For example, prescribed fire and pile burns, a necessary part of the solution to achieve scale in removing excess forest biomass, require close monitoring and can only take place in areas where conditions allow and during limited times of the year due to air quality and public safety concerns. Depending on the combination of hand thinning, mechanical thinning, pile burning, and prescribed burning used, treatments can be quite costly, making it difficult or impossible for state and federal land agencies, as well as private land owners, to pay for sustained treatments.[36] Scaled up to meet the Forest Carbon Plan's goals, this would cost $750 million to $3 billion annually. Public funding without a market-based mechanism cannot meet this need, leaving forests in an unhealthy and dangerous state, while legislators and residents struggle with the daunting task ahead.

The simple truth is that there isn't enough state and federal money being made available for pre-fire forest thinning and restoration on the scale that needs to occur, even given the combined budgets of CalFIRE and the USDA Forest Service, because so much is held in reserve for fire suppression as agencies see those costs grow year over year. This is where biomass utilization, through private and public investment coupled with market development, can help offset the cost of these necessary pre-fire efforts, while making California's forests safer and healthier. Preemptive wildfire mitigation will also reduce fire suppression costs in the long run.

State Forestry Budget[37]	Projected Costs[38]	State Shortfall
$220 million	$375 million - $1.5 billion	-$155 million - $1.28 billion

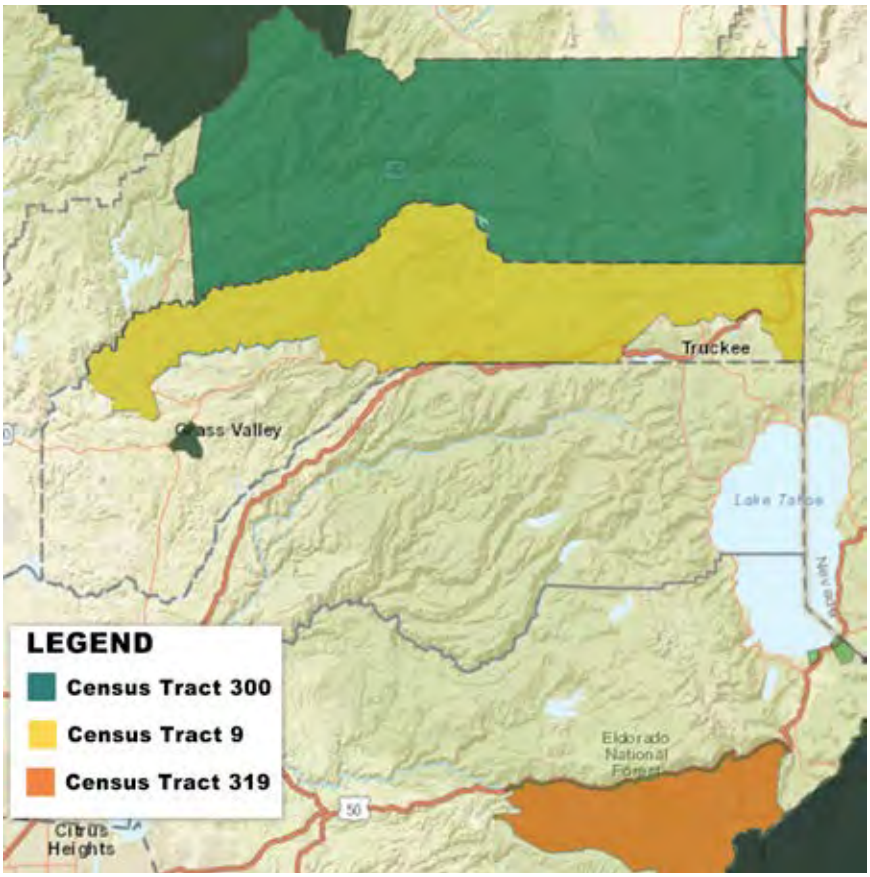
CO-BENEFITS and THE COST OF INACTION

Localized forest biomass energy has a host of social and economic benefits beyond the environmental net benefits of avoided pile-burning and wildfire emissions (See Appendix A for an indepth emissions comparison), more sustainable long-term carbon storage, healthier habitat, and more abundant water supplies. Compared to the cost of inaction, investment in biomass solutions offers a holistic and feasible alternative.

Local Economic Benefits

Biomass energy facilities offer high-paying, long-term employment opportunities for energy professionals in communities that typically lack a local industry that promises year-round employment. Natural resource communities, in the wake of the decline of the timber and mineral-extraction industries, are becoming increasingly reliant on tourism and recreation to draw outside investment and visitation, as demonstrated by growing employment numbers in the visitation and hospitality sectors, correlated with declining employment numbers in goods-producing industries including mining and timber harvesting.[39] While it is positive to see any type of environmental industry growth in rural, natural-resource communities, those communities are also susceptible to boom and bust cycles, especially when recreation and tourism are influenced by issues such as seasonal water and snow shortages or air quality impacts from wildfire. Research into the 2008 Economic Recession and its impacts on rural economies in the American West has also demonstrated that natural resource-based communities are more vulnerable to economic downturns when compared to areas less reliant on tourism, supporting the case for diversified economies beyond recreation and tourism.[40]

Existing and proposed biomass energy facilities in the Sierra Nevada are also ripe for Federal Opportunity Zone[41] investments, inviting millions of dollars' worth of private capital investments in various facilities, which promotes much-needed long-term investment and economic resilience that contributes to community employment across all sectors. For example, the re-opening of the Loyalton Biomass facility in April 2018 resulted in 21 full-time jobs in a community of 720 people. The ripple effect resulted in 120 jobs created in a county of 3,000 people, and there are community discussions around re-opening a medical facility in the town as a result. This is significant in a community that once boasted a population of 1,400 and lost stores, schools, and a hospital upon the plant's 2001 closure.[42] If that ripple effect can be replicated, and capitalized on in other Sierra Nevada communities, the potential impact would be significant.



< The State Integrated Opportunity Zone Map shows three large, rural opportunity zones near Placer County that could potentially serve as sites for future biomass energy facilities. Those zones are Census Tract 100 in Sierra County, Census Tract 9 in Nevada County, and Census Tract 319 in El Dorado County.

Downstream Economic and Environmental Benefits

The environmental benefits of biomass are not limited to positive impacts on local communities. Removal of excess forest mass is a critical tool to help create healthier watersheds and potentially more water yield for downstream communities. For example, studies have demonstrated that thinning 500,000 to 600,000 acres of forest can increase average water yield by 100,000 acre-feet.[43] A 2015 study from The Nature Conservancy estimated that northern Sierra Nevada watershed yields would increase as a result of forest thinning projects, with the largest water increase from the Feather River watershed – an increase of 285,000 acre-feet over the course of 20 years.[44] An economic analysis of these benefits in the same report suggests that even small increases in water yield could have a marked effect on producing added hydropower in downstream facilities. The Nature Conservancy's benefit-cost ratio (BCR) analysis demonstrated that hydropower benefits have the potential to offset anywhere between 17 and 60% of the cost of forest restoration, assuming a watershed has downstream hydropower and can sustainably accommodate a threefold increase in the pace and scale of forest thinning (compared to observed activities between 2002 and 2012).[45] Not only do forest thinning activities make forests more resilient to wildfire, they can also increase the ability of forests to sustain climate-adapted source watersheds for both local and downstream communities' water supplies.

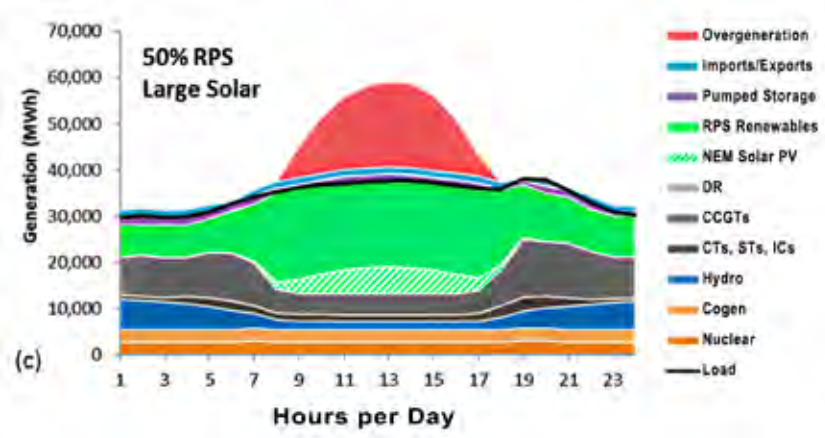
Biomass offers another environmental benefit as an alternative waste stream for green waste that would otherwise occupy space in landfills. California Senate Bill 1383 (2016) requires a 75% reduction in organic waste dumped in landfills by 2025, yet the projected pace and scale of forest restoration would produce massive amounts of green waste in the form of biomass that would directly inhibit achievement of that goal and contribute significantly to methane emissions from landfills.[46] Biomass entering municipal waste streams can be expensive and place stress on existing infrastructure. If sanitary districts, landfill operators, and municipal waste managers have a market that allows for the incentivized diversion of waste from vegetation management projects to biomass facilities instead of landfills, there is a path to create a dedicated waste stream that contributes to local employment and more sustainable waste practices while meeting state waste reduction goals. This is already in practice in Nevada County – the Eastern Regional Landfill just outside of Truckee diverts 8,000 – 9,000 tons of green waste per year to the American Renewable Power biomass plant in Loyalton, 37 miles north.[47]

Loyalton Biomass Facility By the Numbers

- 21 jobs created
- Average Salary: $48,000
- 40% above median income wages
- Projected impact of Entire ReGen Campus:
- 350 community & facility jobs

Baseload Energy Generation and Community Energy Resilience

An advantage of biomass when compared to other renewable forms of energy such as wind and solar is that it can be generated on demand (also known as a “baseload” or “dispatchable”), similar to fossil fuel energy generation. Solar and wind are weather dependent, meaning they are not dispatchable energy sources, and in order to meet the total estimated generation demand, energy providers need to compensate for when the wind is not blowing, or the sun is not shining in certain areas by building extra generation into the system. With a baseload power source, or dispatchable source like biomass, the need for storage and solar overbuild is reduced, and biomass rounds out the demand when wind and solar cannot meet energy needs. When all of that extra generation capacity is operating (ie the sun is shining and the wind is blowing everywhere), you have overgeneration, which can overload and stress energy grids. According to the CPUC, wind and solar cost an average of $0.05/kwh and $0.03/kwh respectively in 2018, while natural gas costs hovered around an average of $0.10/kwh, comparable to biomass at $0.11/kwh.[48] The cost of bioenergy worldwide has not fallen as steadily as wind and photovoltaic (solar) in the last seven years, with the localized cost of bioenergy[49] fluctuating very little from a high of $0.08 USD/kwh to a low of $0.06 USD/kwh, mostly due to capital costs, according to the International Renewable Energy Association.



< Graph demonstrating Large Solar Scenario Overgeneration over the course of a day in April 2030. Courtesy of the Energy Information Administration.

Analysis shows that despite these perceived higher costs, incorporation of biomass into the renewables energy mix could actually reduce projected utility rates relative to other Renewable Portfolio Standards scenarios. A 2014 study conducted by Energy + Environmental Economics for California’s

investor-owned utilities examined the financial impact of a diverse renewables mix (a mix less heavily reliant on solar and more inclusive of biomass, hydro, and geothermal) versus a heavily solar-dominated generation portfolio.[50] The study demonstrated that as the state's renewable portfolio grows, utilities will need to start curtailing solar generation in order to provide reliable service and avoid overgeneration, sometimes to the tune of 65% curtailment.[51] The cost of curtailing that solar overgeneration is projected to result in a utility rate increase of up to 23%. However, a more diverse renewable portfolio shows a "substantially lower rate impact than the more heavily solar-dominated cases, primarily because the diverse portfolio results in less overgeneration."[52] A 2015 report from the CPUC further illustrated these points, making the case for flexible grid capacity to meet usage ramping (large, quick increases in energy usage), and suggesting that dispatchable, or "on-demand," biomass could be part of the solution.[53]

Biomass energy can help provide electrical grid resilience by adding diversity to the state's portfolio of renewable energy sources, a key component of both emergency preparedness and decarbonization, while keeping costs low.

Wind and solar are subject to weather variability that does not track with energy usage patterns, and power lines bringing non-localized energy to communities may be subject to extreme weather risks or proactive de-energization due to wildfire risk. To counterbalance these drawbacks, local, scalable biomass energy facilities can serve as a baseload, decentralized energy source.[54]

Local communities have already experienced the benefits of local renewable baseline power generation from biomass facilities. When the Camp Fire broke out in Paradise in November of 2018, it downed the only transmission line that provided power to Lassen Municipal Utility District customers more than 100 miles away in Susanville and the surrounding area.[55] LMUD operators were able to plug into the biomass-powered Greenleaf Honey Lake Power facility, and provide power to Susanville's homes and businesses for almost three weeks while the transmission line was restored.

The possibility of extended power outages from public safety power shutoffs or fire events is a major concern, both for the directly affected communities and those downstream. When the 2013 Rim Fire blew up outside of Yosemite National Park, then-Governor Brown first declared a state of emergency in the directly affected communities of Tuolumne County, followed the very next day by a similar declaration for the city and county of San Francisco due to the imminent threat of fire wiping out water and power distribution lines.[56] Costs associated with power outages can be heavy. For example, the Great Blackout on September 8, 2011 in San Diego County racked up between $97 and $118 million in economic losses in just 12 hours, based on conservative estimates.[57] More recently, an initial calculation regarding the October 2019 Pacific Gas & Electric Public Safety Power Shutoff event in northern California by Michael Wara of Stanford University's Woods Institute estimates the financial impact of that blackout at some $65 million for residential customers and up to $2.5 billion for small commercial and industrial customers, assuming 800,000 customers out of power for 48 hours.[58] Additionally, using biomass energy for sectors that are more difficult to transition to carbon-free sources (manufacturing in particular) could contribute to decarbonization and overall carbon neutrality in the long-term.[59]

THE COST OF INACTION

As insurmountable as the financial figures of forest management sound, the cost of inaction is far higher – especially in terms of the potential for loss of life. The fiscal year of 2017-2018 was record-setting -- the state of California saw $947.4 million just in fire suppression costs.[60] That does not include the estimated $12.5 billion of insured losses from the Camp Fire alone, in addition to the human cost of the more than 14,000 homes destroyed and the 85 people who were killed in the blaze.[61,62]

California's megafires also have rippling, undeniable consequences throughout the state's insurance markets, most of which are still playing out as homeowners in the Sierra Nevada lose their insurance and are not offered reasonable alternatives. Average fire insurance premiums, if homeowners can still access fire insurance programs, range from $1,800 to $5,000 per year, sometimes higher.[63] Homeowners in wildfire-prone areas report being unable to find fire insurance policies after being informed by insurance carriers that their policy is being cancelled,[64] and a recent report from the Commission on Catastrophic Wildfire Cost and Recovery found that homeowners in the wildland urban interface (WUI) pay 50% more for insurance than other California residents.[65] Insurance companies report slowly withdrawing from the California markets in an effort to remain profitable, or in some cases, solvent.[66] For some, it's too late – Merced Property & Casualty Co. of Atwater was declared insolvent in December of 2018, after collapsing under $64 million in potential liabilities in the wake of the Camp Fire.[67] Desperate homeowners are left with the barebones California FAIR Plan as an insurer of last resort, and there are concerns about how long such a program can remain in existence since it is covering all the higher-risk policies that other companies have turned down.[68]

According to California's 4th Climate Assessment Sierra Nevada Regional Report, immediate action is needed to prepare Sierra Nevada forests and communities to be resilient in the face of rising climate change costs.[69] Models of future conditions under a business-as-usual scenario predict increased frequency and severity of wildfire and drought stress, and lower carbon storage capacity in Sierra Nevada forests.[70]

Uncertainty in future precipitation patterns and weather event modeling indicates a likelihood of more variable and unpredictable precipitation events, both in terms of timing and volume. Declining snowpack threatens to disrupt the entire watershed system and the downstream communities that rely on year-round Sierra Nevada water supplies. And finally, under these conditions, wildfire insurance costs are expected to rise by 18% by 2055 in areas with the highest risk – encompassing most communities in the Sierra.[71]

Across the entire state, rising population numbers and warming temperatures threaten to strain the state's energy systems: climate-related costs to natural gas and electricity systems are estimated to cost $510 million and $650 million respectively on an annual basis by midcentury, while wildfire costs to the electrical grid are estimated at $47 million

annually by midcentury.[72] With no adaptation measures taken, harvested timber values are expected to decline as much as 8% by 2100, potentially costing the state $3 billion by midcentury and $8 billion by 2080.[73]

Water system impacts could be just as severe, with downstream flooding impacts and decreased water quality and quantity.[74] There is a 50% probability of a mega-flood event occurring before 2060, which could cost the state $42 billion; and even with perfect foresight and adaptive measures, water shortage costs to the state could reach $1 billion annually.[75] Unhealthy forests impact everything, from the scale and behavior of wildfires, to the state's watershed reliability, to the landscape's ability to absorb and disperse major precipitation events.

The numbers are clear: the cost of inaction is far too high.

When faced with the scale of need in our forests, and the untenable losses that will occur if the work is not done, California must find a way to increase the pace and scale of forest treatment. Public funding alone, that simply pays for vegetation management and leaves tons of biomass in the forest, cannot close the gap. Even with 2019's state budget allocations for forest management, there still exists a substantial funding gap that will only grow wider as the problem worsens and federal forest management budgets are threatened by proposed cuts.[76] [77] Collectively, we must find a way to help finance landscape-level forest restoration projects by encouraging private investment and private capital, and that can only be done through creating market-based solutions for the woody material resulting from forest treatments – such as biomass energy.[78]

Critics of biomass claim that the revival of the biomass industry will lead to clearcutting of the very forests the effort is attempting to preserve – an action that, first, is not at all what this paper argues and, second, is not actually legally feasible for BioRAM plants, due to SB 859 that explicitly states fuels cannot come from clearcutting efforts. [79] A reinvigorated biomass industry – one that is supported by sound policy and recognizes and values the social, economic, and environmental net benefits of biomass and links restoration and forest management plans – is a critical piece of the puzzle when it comes to creating a viable, market-driven solution to remove excess forest biomass and restore our forests to an ecologically resilient state. Energy and other wood products are in essence byproducts of a process that is increasingly necessary to achieve critical forest health and fire risk reduction goals.

SOLUTIONS

It's estimated that there are so many dead trees from the tree mortality crisis in the Sierra Nevada, that it would take 100 years for the available mill and biomass infrastructure in California to process all of the dead material.[80] While we are not suggesting that the biomass industry alone can solve the problem, we do have an opportunity – through judicious and sustainable use of excess forest biomass – to contribute to its solution.

It's important to reiterate that this whitepaper is not arguing that biomass energy is the only climate change solution, nor that trees should be cut simply to provide energy, nor that all forest treatment material should be removed from the forest.

Instead, this paper acknowledges that our forests are in poor shape and that biomass utilization for energy and other value-added wood products can provide critical funding in the short-term to address long-term forest health needs while also providing valuable investment, economic development, jobs, and other co-benefits to rural communities and the state overall. The forest management work needs to happen, and biomass energy utilization offers a sustainable way to help finance that work while offering a host of co-benefits that other forest treatment alternatives would not.

Challenges to expanding biomass energy in California include the time it takes to site or restart facilities, regulatory uncertainty affecting long-term investment strategies, the work associated with assessing and assuring sufficient sustainable material for processing in each facility at a reasonable price, and securing long-term power purchase agreements with energy providers – all of which affect the not-insignificant capital costs involved in building or reinvesting in facilities.

To help address these challenges, Sierra Nevada communities and the state of California need to take some, if not all, of the following steps to provide a path for scalable forest biomass energy utilization, value-added wood product market development, and to enact broad-based support for the wood product industry as one part of ecological forest restoration efforts.

To that end, we're proposing the following set of recommendations:

Increase public investment that recognizes the co-benefits of forest biomass under our current situation.

- Value the co-benefits. Revisit AB 1890, the legislation that deregulated California's electricity production back in 1994, which – while it recognized the many co-benefits of biomass energy – only provided price support through the Renewable Transition Fund (RTF) during a deregulation transition period that ended in 2001. As part of AB 1890, the state was supposed to consider long-term policies for valuing co-benefits and shifting certain biomass energy production costs to those beneficiaries; but the Legislature never fully took up the issue.[81] Inherent co-benefits of biomass utilization such as watershed improvement, forest restoration, reduced fire risk, green waste diversion, and grid resilience need to be quantified and reflected in energy and product pricing.
- Incentivize and streamline resilient ecological outcomes in funded projects. Encourage appropriate large-landscape forest planning processes to achieve ecological restoration objectives. These large-landscape processes may cover multiple jurisdictions. In cases where forestry plans have been adopted and incorporated into state and federal forest planning documents, allow and encourage the development of programmatic NEPA/CEQA documents that would allow individual projects within the covered geography and activities to be adopted through a streamlined administrative process.

Increase private investment to augment public dollars and improve the financial viability of biomass as a tool to address forest health.

- Incentivize private investment. Create financial incentives, a more certain and streamlined permitting process to make long term investments more appealing, and favorable market conditions for private investment in existing biomass energy generation facilities. Addressing the recommendations above will create a sound economic case for investing in biomass facilities up and down the Sierra. This can be galvanized by the utilization of existing Federal Opportunity Zones near vulnerable forested communities that would encourage private investment opportunities and create social and environmental co-benefits.
- Quantify available feedstock. Assess feedstock available for biomass utilization in relationship to sustainable forest restoration and resilience objectives. In other words, assess feedstock in the context of the overarching goal of ecological restoration – not energy output potential. This would also set the stage for concentrated private investment – if the market potential is quantified, investors are more likely to see a return.

Protect existing facilities to maintain current capacity to accept excess forest material.

At full capacity, the Loyalton Biomass Facility alone has the potential to help finance the treatment of 12,288 acres per year, assuming 12 BDT available per acre. If that overall landscape required treatment every 20 years, Loyalton could support ongoing ecological forest restoration on 245,760 acres of forest land.

There are currently 10 established biomass facilities in the Sierra Nevada, eight of which are currently operating.[82] Four of those active facilities are qualified as BioRAM facilities, meaning that they have power purchase agreements with investor-owned utilities, and a state-mandated percentage of their fuel needs to come from High Hazard Zones. It's notable that not all of the Sierra Nevada facilities are even operating at their full generation capacity.[83] Just between the BioRAM facilities, it's estimated that they could consume 1.8 million bone dry tons (BDT) of forest biomass from High Hazard Zones, annually. For scale, the 2019 CPUC inventory estimated that there are potentially 248 million BDT of biomass just in the High Hazard Zones.[84]

- Reform BioRAM power purchase agreements (PPA). Reform requirements of BioRAM 1 and BioRAM 2 to ensure that the facilities with contracts are able to meet the feedstock requirements. Currently BioRAM 1 contract facilities are able to pay more for fuel loads than BioRAM 2 facilities, due to PPA energy prices. This results in certain plants beating out other plants in acquiring qualifying feedstock, even when plants that pay less are located closer to areas where forest biomass is chipped and removed. This results in lopsided supply and demand dynamics and subsidizes market inequalities between facilities, leaving some forested areas adjacent to biomass plants without a viable market mechanism for removing forest biomass. Many co-benefits, such as reduced GHG emissions and increased local employment, are lost or diminished if material is transported across longer distances to other facilities or if excess material is left to decompose on the roadside. A higher purchase price for feedstock will also dis-incentivize open-pile burning, making for better air quality and less fire risk.

- Expand the definition of qualifying fuels. To increase the amount of biomass feedstock available for utilization and to reduce transportation costs, the definition of qualifying fuel for BioRAM facilities should be expanded. In addition to current definitions, adding those zones identified as moderate, high, and very high risk on the Fire and Resource Assessment Program map to qualifying HHZ fuel would positively impact the economics of removing that material from the forest to biomass plants. The definition could also be expanded by including waste material from qualifying fire prevention thinning projects. This change would also assist local governments and other small landowners not located in HHZs currently struggling in their fire prevention efforts to remove fuel, as well as reduce competition for qualifying fuel and reduce fuel prices. It's important to note that the impetus for this expansion is to accelerate ecological forestry and increase carbon capture, meaning that the removal of large green trees would not be included in this definition, and the focus would remain on dead material and ladder fuels.

Expand biomass facilities through renovation/reoperation of shuttered plants, co-location of other wood products businesses, and in some cases construction of new facilities – all in the service of making forest treatment more economically viable by providing outlets for the material.

Given a region-wide effort to reinvest in existing shuttered and under-utilized biomass plants, which would require statewide policy changes to address their economic feasibility and a concerted effort to site symbiotic wood manufacturing facilities, it would be possible to treat 193,000 forested acres per year, starting with some of the region's most vulnerable communities.[85] That translates into almost 20% of the goals established by the California Forest Carbon Plan, or 3.9 million acres over the course of 20 years, given allowance for rotational thinning practices.

THE ECONOMICS OF BIOMASS

One of the main reasons biomass energy doesn't pencil out economically is because the cost of the fuel (removal from the forest, chipping, processing, and transporting) – without accounting for the many co-benefits – outweighs the income from charging for the energy generated. However, if there are additional buyers for woody material onsite, co-located with the biomass facility, those economics shift, because other wood products, such as cross-laminated timber, post and pole, wood extracts, and other wood-based manufacturing are higher value, thus able to offer more economic incentive for non-commercially merchantable timber pulled out of High Hazard Zones.

Essentially, between the co-located manufacturing processes and biomass energy generation, transportation costs for forest residuals are offset more readily. The biomass plant, especially a combined heat and power plant (CHP) like Loyalton, provides waste heat and steam for manufacturing processes, while also providing affordable renewable energy onsite. It resembles a more modern version of timber companies co-locating biomass plants to power sawmills, with two key differences: 1) biomass fuel is drawn specifically from forest restoration activities and High Hazard Zone fuel removal (not clearcutting), and 2) renewable energy is produced in a closed loop.

WOOD PRODUCTS

Mass timber products have been in use in European markets for decades and are slowly gaining popularity in North America. Mass timber provides builders with design flexibility and cost-effective prefabrication, as well as offering superior fire resistance and seismic performance when compared to masonry and concrete-constructed buildings.[143] Currently the majority of mass timber utilized in the United States is imported. This paper makes no attempt to expand further on the GHG lifecycle of those products and their carbon impact of supply and manufacture. That particular subject is ripe for exploration in a similar publication, but not a focus of this particular piece.

Further inroads could be made if investments were directed at restarting shuttered plants that were once a vibrant part of rural forest communities, as well as siting additional small- to mid-size facilities to reduce the cost of processing and transporting forest biomass. The current infrastructure for processing the target amount of biomass and wood products does not exist on the needed scale in the state of California, but with the right policies in place for sustainable biomass revitalization and expansion, state and local jurisdictions could help close the gap between the current capacity and where the state needs to be to meet its ecological forest restoration, renewable energy generation, and net GHG and other emissions reduction goals.

- Invest in transportation and infrastructure. Support implementation and improvement of biomass energy infrastructure, such as efficient and renewable biomass removal and transport equipment that minimizes ecological impact and improves CHP (combined heat and power) technology, as well as focusing on workforce development for local forested communities.
- Support wood product manufacturing in state protocols. Support market development and adoption of mass timber products, such as cross-laminated timber, oriented strand board, and oriented strand panels, by incentivizing or requiring their use in California markets via the Building Code, and funding research and pilot projects for identifying innovative new wood product uses and subsequent GHG impacts. Biomass energy can be economically viable when a bioenergy facility is co-sited with a mill or other manufacturing facility, due to bioenergy's production of valuable byproducts like waste heat and steam, energy, biochar and ash.

The alternative is to allow the dead tree biomass and excess live material to remain in the forest – standing, where it falls, or in slash piles -- where decomposition emits carbon and dead trees and excess fuel feed wildfires.

Wildfires in particular can negate years of efforts to reduce greenhouse gas emissions across sectors, and pump dangerous levels of particulate emissions into the atmosphere, smothering entire parts of the state for days or weeks at a time. (For a more detailed analysis on alternative emissions scenarios, please see Appendix A.) Biomass utilization has to be a part of the solution as California grapples with this critical issue.[86]

CONCLUSION

This is not an argument for a new kind of coal.

It is a discussion around and justification for increasing public and private investment in biomass in service of making forest treatment more economically viable by providing local outlets for the material while reaping economic, social, and environmental co-benefits at the same time.

The scale of destruction witnessed in the wake of the Camp Fire in the fall of 2018 was a watershed moment, a canary in the coal mine as the state of California was thrust abruptly into an age of new normal. The loss of life was sobering and unprecedented. It was the embodiment of a vulnerable community's worst fears – infrastructure failing, neglected forests fueling voracious flames, and a community caught in the maelstrom, despite having an evacuation plan and emergency protocols in place. There are many other communities like Paradise in the Sierra Nevada, surrounded by forests that are groaning under the weight of a century of unchecked growth and millions of dead and dying trees. The resources to invest in hazard mitigation and forest management are already stretched thin between multiple agencies, and there is a swelling demand for proactive management. For example, in fiscal year 2017-18, upon issuing an RFP for forestry management grants, CalFIRE received 72 project applications requesting four times the total funding available in the program that year.

The need has outpaced the available resources.

The state and local jurisdictions cannot shoulder the entire financial burden of managing all of the publicly owned lands in the Sierra, and private landowners are finding their resources equally strained under the combined costs of rising fire insurance costs and maintenance of defensible spaces. The sheer accumulation of forest biomass in the Sierra Nevada needs the state's attention. It is a problem of such a magnitude that it demands a combination of private and public funding, economic and environmental interests, and swift, decisive action if we are to collectively restore the state's most significant carbon sink while maintaining the safety of wildland communities. Biomass utilization is only one arrow in the quiver, but it is significant enough, and misunderstood enough, to justify a thoughtful plea for consideration. This is that argument – that when biomass utilization is strategically combined with forest restoration and hazard mitigation goals, and biomass energy is co-sited with other wood manufacturing processes that can use renewable energy and its byproducts, it can be a force for economic revitalization, environmental stewardship, social justice, and a better California, for all.

BIOMASS CONCERNS AND FAQs

Biomass is not a one-size-fits-all solution; it must be considered in the unique context of the place in which it may be utilized. This section more closely examines the various controversies, frequently asked questions, and concerns surrounding biomass use.

CONCERN: Biomass incineration is a source of air and carbon pollution, at a time when we most need to reduce particulate and GHG emissions.

In the past, biomass plants located in the San Joaquin Valley of California have been criticized for excessive air pollution and violations of air quality standards. In 2011, for example, two biomass facilities in El Nido and Chowchilla were fined by the Federal EPA and local air quality district for emitting air pollutants including nitrogen oxides, sulfur dioxide, and carbon monoxide in excess of permit limits.[87] These facilities had not upgraded their pollution control equipment to adequately capture emissions. Another biomass facility was forced to pay a $145,000 settlement in 2013 due to failure to operate and maintain emission monitoring equipment.[88] In areas identified by the federal Environmental Protection Agency as having some of the worst air quality in the nation due to highway traffic and agricultural machinery, these concerns are valid. Affected communities and policymakers are concerned about not only the impact that the actual facility will have on the surrounding air quality, but also the impact of freight trucking that is necessary to bring in and process feedstocks.[89]

In the face of these challenges, it's important to point out that biomass facilities are subject to strict air quality control from local air quality districts and permit requirements, and are required to reduce emissions of criteria air pollutants, similar to coal-fired power plant regulations.[90] Reductions are made possible by pollution capture devices, and biomass plants are subject to the same strict air pollution controls as other power generation and industrial facilities.[91] Forest biomass in particular tends to be one of the cleaner feedstocks, rather than biomass facilities that combust construction waste or some agricultural byproducts. At American Renewable Power's Loyalton facility, combustion is controlled via a dust collector, char section remover, and then a fan with an electrostatic precipitator – this means that 98% of the produced particulate matter goes into an ash bunker and is sold as an agricultural product for soil enrichment.[92]

It's also vital to bring wildfire, and how it impacts the entire state, into this discussion as we discuss emission alternatives. Butte County's Camp Fire in November of 2018 produced an estimated 3.6 million metric tons of CO2 and equivalent greenhouse gases.[93] Over the course of three weeks, the 2013 Rim Fire put out a total of 167,410 tons of PM2.5 pollutants during its active burn period, peaking just over 10,000 tons on two separate days.[94,95] The smoke plume alone brought some of the worst air quality that the Bay Area has seen in almost 20 years and stayed there for several days. The streets of San Francisco and the surrounding area, home to 7.15 million people, resembled those of a ghost town as residents retreated indoors from air quality that registered in the "very unhealthy" zone,[96] and the estimated public health impact, in terms of dollars, clocked in around $600 million.[97] It's estimated that if the burn area of the Rim Fire had been treated with prescribed burns and other forestry management practices such as thinning, the emissions would have been reduced by 48%.[98]

The state's aggressive GHG emission reduction goals are meaningless when they are either partially or fully negated by

increasingly devastating wildfires. Not only did the Camp Fire produce the same amount of GHG emissions as a week of California auto emissions, it burned so intensely through homes and automobiles that post-fire researchers have discovered toxic cocktails of cancer-causing chemicals in the rural water supply system that will take $300 million and two years to mitigate and restore.[99]

The Bay Area is not alone in being impacted by air quality concerns. Yosemite's 2013 Rim Fire burned 257,000 acres and produced the same amount of CO2e (carbon dioxide equivalent) emissions as 2.57 million cars.[100] Even a month after burning, when the Rim Fire was 80% contained, residents of the San Joaquin Valley experienced such dismal air quality that school children were kept inside during recess and sports practice. Communities 75 miles away in Nevada were affected by an Air Quality Index of 167 – well into the 'unhealthy' end of the federally-determined spectrum.[101] Even small businesses are not immune to degraded air quality and the associated drop in tourism. During the 2018 Ferguson Fire, which hit during peak visitation months of July and August, parts of Yosemite National Park were closed, while the financial consequences reverberated throughout the community.[102] Hotels shuttered while guiding and backpacking outfits refunded trips as the brief tourist season was shortened, resulting in an estimated 9% drop in total tourism numbers. In terms of dollars, it was a loss of $1.6 million in park entry fees alone, and an estimated $18 - $40 million hit in local labor income for the surrounding gateway communities.[103]

To cite the failings of a select few biomass plants while ignoring the larger issue at hand for the safety and well-being of thousands of California residents is not only myopic, but negligent.

CONCERN: To feed an ongoing biomass operation requires continually thinning or clearcutting forests. Tree thinning will not continue indefinitely at current levels – the concern is that biomass incineration will drive forest management, rather than the other way around.

Under the current legal structure, part of the process for proposing a new biomass energy facility, or the conversion of a former timber mill into a biomass energy plant, entails conducting a fuel feasibility study. This involves evaluating the density of surrounding forests, their ownership status (private or public, state or federal), and accounting for any additional possible waste streams that can be diverted. For example, the Loyalton Biomass Plant makes use of wooden shipping pallets from a nearby Tesla manufacturing facility.

Depending on forest density, topography, estimated treatment/retreatment intervals and volumes, and past history of forest management, fuel feasibility studies can project both a high and a low estimate for biomass availability. This in turn informs the total capacity of the facility – for example, Loyalton Biomass Plant is a 20 MW facility adjacent to several Fire Hazard Severity Zones, according to CAL FIRE.[104] In contrast, smaller plants such as the proposed Mariposa Biomass Project, are scaled down with consideration to surrounding fuels availability. It's in the facility's economic interests to keep transportation distances down, while also reducing fuel costs and GHG emissions associated with trucking.

Forest management and treatment intervals, how often an area of forest needs to be treated either by thinning or prescribed burning, and the volume of material created in each subsequent treatment, can vary drastically based on place, as well as the predominant tree species, and precipitation patterns. For example, red fir ecosystems in Yosemite National Park remain fire-resilient for up to 15 years after a controlled burn treatment. Several mechanically thinned stands in Lassen National Forest were able to withstand the Cone Fire of 2002 – the treatment had been completed 5 years earlier and proved to still be effective.[105] Many feasibility reports assume a treatment return interval of 20 years to accurately forecast biomass availability.[106]

It is deliberate that the focus of this paper is on biomass and the role it has to play in the forest management of Sierra Nevada forests as an economic mechanism to finance what has historically been a vastly underfunded priority. The current state of neglect we find our forests in illustrates the need for an ongoing funding mechanism to encourage stewardship and help offset the cost of the Forest Carbon Plan that aspires to treat forests on the scale of 1 million acres per year.[107]

CONCERN: Biomass is not carbon-neutral, and burning wood products releases CO2 immediately into the atmosphere, faster than it would be released through natural decay on the forest floor.

Energy production activities are classified as carbon-neutral if the process produces no net increase in greenhouse gas (GHG) emissions on a life-cycle basis.[108] The crux of the argument revolves around the determination of 'life-cycle' for biomass energy, which can vary based on the type and age of the biomass that is used to generate energy, and is complicated by the fact that there exists no commonly accepted definition for a carbon-neutral activity in the bioenergy industry.[109]

In Europe the calculation is based in part on the "best use of available resources," -- "Branches, bark and other sawmill residues have produced the energy for driers, heating, and in some cases, local electricity generation. Within the framework of sustainable forest management, this can be seen as making the best use of available resources, where the fuel is from materials for which there is no higher value use (the 'cascade' principle; EC, 2014). Such a forest, managed sustainably to maintain a stable or increasing carbon stock, can be characterized as producing no net release of carbon and thus 'carbon neutral'. "[110]

As trees grow, they sequester carbon. Upon combustion, that carbon is released into the atmosphere in the form of carbon dioxide. This CO2 release, commonly referred to as biogenic CO2, results in emissions related to the natural carbon cycle. Fossil fuel combustion, burning of coal or natural gas or petroleum, is referred to as non-biogenic CO2 – in other words, carbon that has been locked up in the ground for millions of years.[111] These two cycles are distinguished by the Intergovernmental Panel on Climate Change as the fast domain (atmospheric, oceanic, vegetative, and soil carbon transfer) and the slow domain, where turnover times exceed 10,000 years. Fossil fuel combustion moves carbon from the slow domain to the fast domain, while biomass energy maintains carbon equilibrium within the fast domain.[112]

A primary concern of forest biomass critics is that in order to meet the feedstock needs of biomass facilities, large, old growth forests that sequester the most carbon will be at greatest risk of being 'clear cut,' resulting in carbon-positive activity that increases carbon in the atmosphere.[113] However, the California Environmental Quality Act (CEQA) and, if applicable, California Timber Harvest Plan (THP) requirements, still apply to feedstock harvested for biomass utilization.[114] Because of this, clearcutting and other unsustainable forestry practices would not occur as a means of providing feedstock to biomass facilities. Current BioRAM feedstock regulations also explicitly prohibit clear-cutting practices as a means of garnering fuel.

CONCERN: Biomass combustion is dirtier than coal.

The overall emissions factor for biomass per unit of energy is less than that of various coal types: 195 lbs of carbon dioxide per million British Thermal units for biomass, while coal ranges from 205.2-217.0 lbs/MM Btu.[115] That being said, when discussing how 'dirty' an energy source is, particulate matter, criteria air pollutants, and hazardous air pollutants are typically the culprits in question.

Coal powered electricity plants account for 86% of NOx emissions and 83% of fine particulate emissions within the United States' power sector.[116] In 2011, coal generated 43.5% of electricity in the power sector, while biomass and other renewable energy sources like geothermal, wind, solar, and waste generated 4.2%. In contrast, coal was responsible for 97.7% of sulfur dioxide, 85.7% of NOx, 83% of PM2.5, and 86.3% of PM10. The only biomass emissions that even registered on the scale were less than 1% for PM2.5 (0.9%), PM10 (0.9%) and NOx (0.5%).[117] Pollution capture has also improved dramatically at biomass plants over the last decade given technology advancements. As demonstrated earlier, in ARP's Loyalton facility, combustion is controlled via the amount of air allowed into the combustion chamber, resulting in high burning temperatures. The emissions go through a dust collector, char section remover, and then a fan with an electrostatic precipitator – this means that 98% of the produced particulate matter goes into an ash bunker and is sold as an agricultural product for soil enrichment.[118] To equate the emissions of coal and biomass is patently false.

A benefit of biomass energy is that combustion is controlled and subject to air quality controls, whereas pile burning and large, damaging wildfires that have become bigger and more devastating throughout the state in past years can emit massive amounts of greenhouse gases and particulate emissions in a very short period of time. For example, it's estimated the 2018 Camp Fire in California's Butte County released 3.6 million metric tons of CO2 - slightly more than the total amount of CO2 emitted by California's private transportation sector in a week.[119] Widely considered the largest wildfire in Sierra history, the 2013 Rim Fire released 11.4 million metric tons of CO2, equivalent to almost three times the emissions emitted by the City of San Francisco over the course of a year.[120]

Not only do large intense wildfires fueled by overcrowded forests endanger human life and release dangerous pollutants on a massive scale, they can also reduce the overall carbon storage capacity of a forest, resulting in long-term degeneration of carbon sequestration capacity.[121] Studies conducted within the state of California point out that untreated and overcrowded forests burning at high intensity actually shift the forest from becoming a net carbon sink to a net carbon emitter.[122] This is due to the fact that exceptionally dense forests can fuel higher-temperature fires, which in turn kill larger trees that store the most carbon, and convert previously forested landscapes into grassland and brush.

The effects of the wildfire are then multiplied – not only are large growth, carbon-storing trees killed, the returning landscape stores about 10% of what a restored forest landscape would have been able to sequester.[123]

If forests are managed properly and extra biomass is removed, a biomass energy facility can create a market for the biomass that is considered unmarketable for commercial timber operations, which typically includes brush, insect-damaged timber, and small diameter trees that would otherwise be left to rot or burn in the forest.

CONCERN: Biomass is an expensive method of generating electricity, and unnecessary when we have other renewable energy generation, including solar, wind, and hydroelectric.

Pricing of electricity, especially renewables, is a complex challenge in the face of a changing legislative landscape that varies wildly in terms of tax credits, incentives, and other financial subsidies. The U.S. Energy Information Administration, an independent federal agency that focuses on the analysis and distribution of information to inform policymaking, cites two measures as the most accurate for determining energy cost: Levelized Cost of Electricity (LCOE) and Levelized Avoided Cost (LACE).[124] Levelized Cost of Electricity is a convenient summary metric of the overall competitiveness of different generating technologies and is listed as the per-megawatt hour cost of building and operating a generation plant over an assumed operating life. This metric takes current (2018) subsidies, tax credits and incentives into account. Levelized Avoided Cost is far more complex to calculate – it examines the cost of generating electricity without a new generation project. For example, this calculation can be used to examine the money-saving potential of a renewable installation that is designed to replace a fossil fuel generation project. There are many cost recovery period assumptions and weighted capital costs that go into these calculations that can be explored in further detail at **EIA.GOV**.
Below are the LCOE values for various forms of fossil fuel and renewable energy, expressed in 2017 dollars per megawatt hour ($/MWh).[125]

Plant Type	Total LCOE (incl. tax credits)
Conventional Natural Gas (combined cycle)	50.1
Wind (onshore)	48.0
Wind (offshore)	117.1
Solar	49.9
Hydroelectric	61.7
Biomass	**95.3**

At first glance, biomass would appear to be more expensive than onshore wind, solar, and hydroelectric. However, there remains the important distinction between dispatchable and non-dispatchable technologies. Dispatchable technologies can be incorporated into the grid as needed, whereas technologies such as wind, solar, and hydroelectric, are considered non-dispatchable technologies due to their intermittent generation nature.[126] Wind and solar are fully dependent on the weather to operate, while hydroelectric can vary based on seasonal water flows and reservoir capacities. Biomass energy

is a dispatchable technology, which means it can rise to the occasion as a baseload generation source, similar to how fossil fuels, such as natural gas, operate currently. The only other renewable that comes close to biomass as a likely competitor is geothermal, which has yet to be brought widely into the fold.

CONCERN: Biomass does not create a significant number of jobs.

Across the Sierra there are a number of towns like North Fork and Loyalton that experienced major economic hardships upon the closing of timber mills that previously supported a thriving community. Loyalton's mill reduced operations in 2000 and shut down completely in 2010, laying off workers at an alarming rate in a town that had only 853 residents in the 2000 census.[127,128] The mill reopened in 2018 under the ownership of American Renewable Power, adding 21 jobs back into the small town. In being rebranded as the Resource Regen Campus, the 212-acre site is aiming to bring in other green tech and added-value wood product companies, promising access to low-cost heat and steam, a gigabit fiber connection, and access to sewer-wastewater discharge infrastructure, ideal for light and heavy manufacturing activities in a town originally built upon and now sorely in need of industry.

Biomass also offers a sustainable economic mechanism for funding forestry and natural resource management jobs, outside of the recreation economy. In counties like Sierra County where Loyalton is located and where 65% of forested land is owned by the federal government, demand by a biomass facility for small-diameter wood and brush can provide a financing mechanism for encouraging sustainable forest thinning, which results in wildfire mitigation, healthier watersheds, and the creation of supply-chain management jobs. A thriving biomass industry can employ forestry workers, truck drivers, and plant operators. This can in turn help towns like Loyalton revive their grocery store, bank, and other markers of a flourishing community.

The claim that 21 jobs is not 'significant' to a population of less than 800 people is a special type of privilege.

Forestry and clean power jobs are significantly higher paying and more reliable as long-term employment, especially when compared to the recreation and hospitality sector jobs that have replaced many of the viable jobs in natural-resource dependent communities through the Sierra.

APPENDIX A - Bioenergy Utilization in The Sierra: Emission Comparison

A century of fire suppression, a five-year drought, and over 147 million dead or dying trees have created overcrowded and unhealthy forests that are susceptible to catastrophic wildfire. In the Sierra Nevada region, five separate wildfires between 2013 and 2019 have burned 100,000 acres or more with unusually large swaths of land burning at high severity[129]. These fires generate extremely high amounts of greenhouse gas (GHG) and particulate emissions. For example, CO2e emissions from the 2013 Rim Fire in Tuolumne County were equivalent to the annual emissions of 2.57 million vehicles[130].

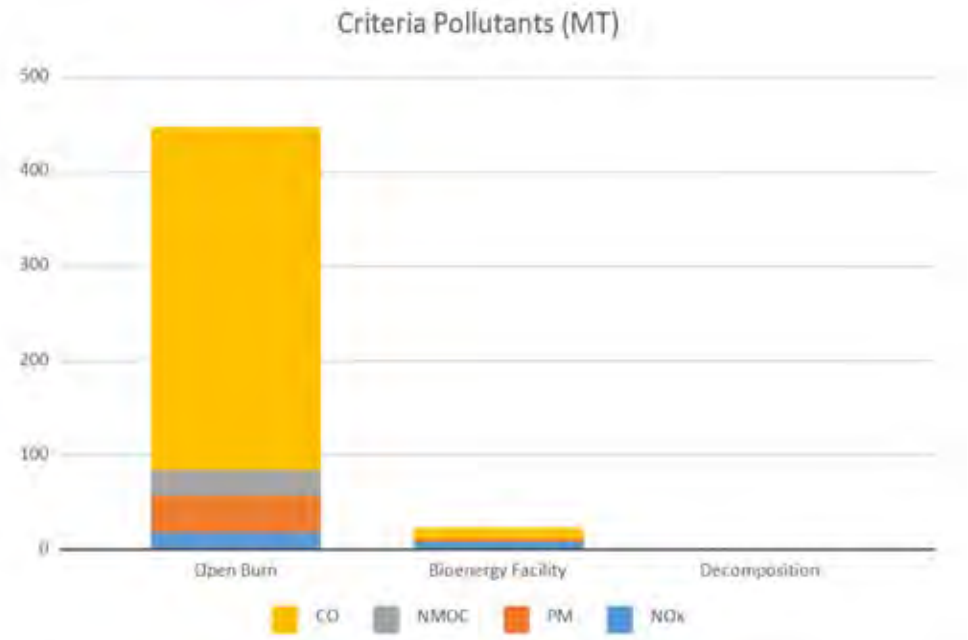
Removing excess biomass from California forests is essential to protecting public safety, reducing GHG and particulate emissions, improving forest health and habitat, and reversing the troubling trend of Sierra forests acting as a net carbon source, rather than a net carbon sink.

Three scenarios exist for converting excess biomass:

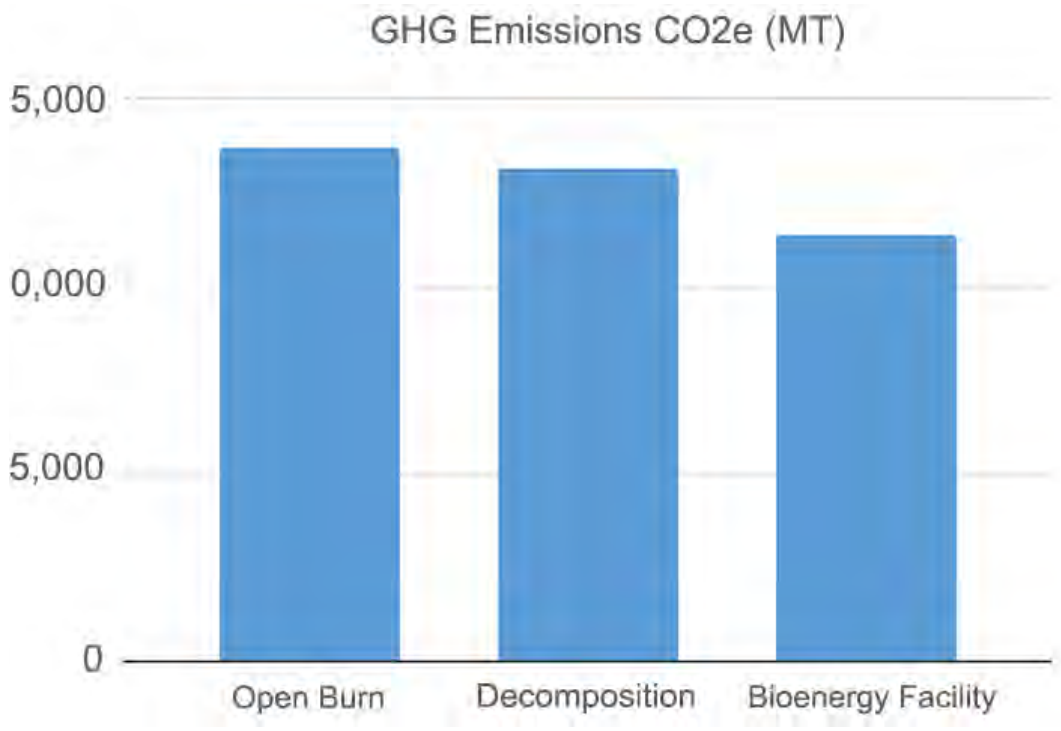
1. Fire (wildfire, prescribed fire, or pile burning)
2. Removal (excess biomass is used for energy production, commercial timber, or other wood products)
3. Decomposition (either naturally or by chipping on-site)

The purpose of this appendix is to provide an overview of the emissions associated with each scenario using pile burning for the “fire” scenario, bioenergy as the “removal” scenario, and decomposition of chipped material for the “decomposition” scenario.

A 2011 third-party peer-reviewed study[131] compared criteria air pollutant emissions from transport and utilization of 6,096 bone-dry metric tons of mixed conifer slash in the Sierra Nevada in a bioenergy facility compared with pile burning the same amount of slash. Decomposition emissions in this scenario are solely from chipping and were not investigated as part of the above-referenced study. Here are the findings:



The chart below shows the GHG emissions (CO2e) for each scenario. The bioenergy facility scenario includes emissions from processing, transporting, and burning biomass for energy. The decomposition scenario includes GHG emissions from processing biomass and then leaving it to decay. The amount of GHG emissions from fossil fuel combustion that would otherwise be displaced by the bioenergy facility are included in the totals for open burning and decomposition scenario.



Data used for open burn and bioenergy facility emissions calculations sourced from: Bruce Springsteen , Tom Christofk , Steve Eubanks , Tad Mason , Chris Clavin & Brett Storey (2011) Emission Reductions from Woody Biomass Waste for Energy as an Alternative to Open Burning, Journal of the Air & Waste Management Association, 61:1, 63-68, DOI: 10.3155/1047-3289.61.1.63
Decomposition emission factor sourced from: Placer County Air Pollution Control District. (2013). *Biomass Waste for Energy Project Reporting Protocol*.

Retrieved from https://www.placer.ca.gov/DocumentCenter/View/2100/01-2013-Biomass-Waste-for-Energy-Project-Reporting-Protocol-PDF

Bioenergy facilities capture co-benefits not realized through open burning and decomposition, including:

- Baseload, year-round renewable energy generation
- Reliable energy generation during disaster events when connections to transmission lines are be threatened
- Economic development and private investment in rural areas
- Job creation
- Reducing wildfire risk in nearby communities
- Local tax revenue

Of the three options for excess biomass, utilization in a bioenergy facility is the most beneficial because it is controlled, captures important co-benefits, significantly reduces criteria pollutants compared with open burning, and is comparable with decomposition in CO2e emissions. In addition, a thriving Sierra bioenergy industry will help offset the cost of forest restoration which decreases wildfire risk. Emissions from bioenergy facilities are more predictable and lower than wildfire, open-pile burning, or decomposition.

APPENDIX B – BioRAM Plants & Operating Biomass Facilities

Forest Service

Berkeley

Scan the QR code to view an interactive version of this map at http://tinyurl.com/qdlbqk6

California BioRAM & BioMAT Facilities Suitable National Forest System (NFS) Lands

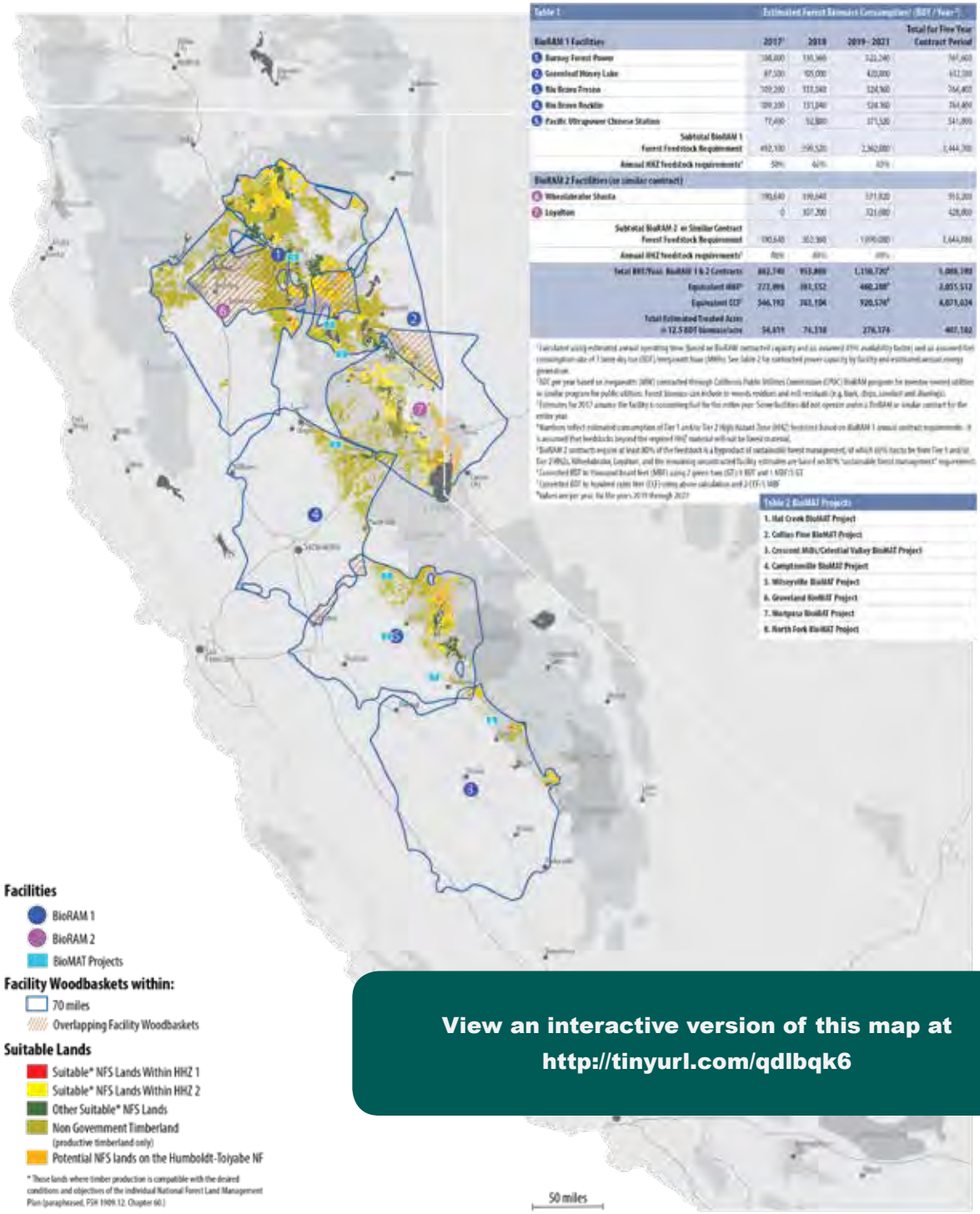


Table 1	Estimated Forest Biomass Consumption[1] (BDT / Year[2])			
BioRAM 1 Facilities	2017[3]	2018	2019 - 2021	Total for Five Year Contract Period
1 Burney Forest Power	188,000	190,360	522,240	767,600
2 Greenleaf Honey Lake	87,500	105,000	420,000	612,500
3 Rio Bravo Fresno	109,200	112,240	324,360	766,400
4 Rio Bravo Rocklin	109,200	112,240	324,360	766,400
5 Pacific Ultrapower Chinese Station	77,400	92,800	375,520	545,800
Subtotal BioRAM 1 Forest Feedstock Requirement	492,100	590,520	2,362,080	3,444,700
Annual HHZ Feedstock requirements[4]	50%	60%	80%	
BioRAM 2 Facilities (or similar contract)				
6 Wheelabrator Shasta	190,640	190,640	571,920	953,200
7 Loyalton	0	107,200	321,600	428,800
Subtotal BioRAM 2 or Similar Contract Forest Feedstock Requirement	190,640	302,360	1,090,080	1,644,000
Annual HHZ Feedstock requirements[4]	80%	80%	80%	
Total BDT/Year, BioRAM 1 & 2 Contracts	682,740	892,880	1,150,720[5]	5,088,700
Equivalent MBF[6]	272,896	283,552	460,288[7]	2,035,512
Equivalent CCF[8]	546,192	565,104	920,576[9]	4,071,024
Total Estimated Treated Acres @ 12.5 BDT biomass/acre	54,659	74,338	276,374	407,162

[1] Calculated using estimated annual operating time (based on BioRAM contracted capacity and an assumed 85% availability factor) and an assumed fuel consumption rate of 1 bone dry ton (BDT) per megawatt hour (MWh). See Table 2 for contracted power capacity by facility and estimated annual energy generation.

[2] BDT per year based on megawatts (MW) contracted through California Public Utilities Commission (CPUC) BioRAM program for member owned utilities or similar program for public utilities. Forest biomass can include in-woods residues and mill residuals (e.g. bark, chips, sawdust and shavings).

[3] Estimates for 2017 assume the facility is commissioned for the entire year. Some facilities did not operate under a BioRAM or similar contract for the entire year.

[4] Numbers reflect estimated consumption of Tier 1 and/or Tier 2 High Hazard Zone (HHZ) harvested based on BioRAM 1 annual contract requirements. It is assumed that feedstocks beyond the required HHZ material will not be forest material.

[5] BioRAM 2 contracts require at least 80% of the feedstock is a byproduct of sustainable forest management, of which 60% must be from Tier 1 and/or Tier 2 HHZs. Wheelabrator, Loyalton, and the remaining unconstructed facility estimates are based on 80% "sustainable forest management" requirement.

[6] Converted BDT to thousand board feet (MBF) using 2 green tons (GT) = 1 BDT and 1 MBF = 5 GT

[7] Converted BDT to hundred cubic feet (CCF) using above calculation and 2 CCF = 1 MBF

[8] Values are per year, for the years 2019 through 2021

Table 2 BioMAT Projects
1. Hat Creek BioMAT Project
2. Collins Pine BioMAT Project
3. Crescent Mills/Celestial Valley BioMAT Project
4. Camptonville BioMAT Project
5. Milleryville BioMAT Project
6. Groveland BioMAT Project
7. Mariposa BioMAT Project
8. North Fork BioMAT Project

View an interactive version of this map at http://tinyurl.com/qdlbqk6

APPENDIX C – Different Bioenergy Production Types

A range of biomass-to-energy technologies have been used in industrial and residential scenarios in the United States, most of which are summarized below. While thermal conversion is the primary method for direct energy production, other byproducts can be produced through various technologies such as biofuels and paper manufacturing. Both the United States and California Environmental Protection Agencies and local air quality management districts enforce strict air quality control technologies on waste-to-energy plants, which clean or remove toxic substances or particulate matter before they are exposed to the surrounding environment.

THERMAL CONVERSION | Thermal conversion of biomass to energy makes use of forest slash and green waste that would otherwise be diverted into landfills, burned in open piles, or left to decompose in the forest or field. Almost every biomass facility in the Sierra Nevada uses woody biomass as the plant's primary feedstock. This is due to the ready availability of woody biomass feedstock from nearby fuel mitigation projects, many of which focus on removing small diameter trees and brush from the forest that would otherwise be unmarketable products for the timber industry to dispose of. Research shows that biomass is cost-effective when feedstock is pulled from a 100-mile radius (Sierra Club Biomass Guidelines) - removal of feedstock from beyond that perimeter increases shipping costs and reduces the cost effectiveness of the feedstock.

DIRECT FIRING AND CO-FIRING | In order to be used in a direct-fire or co-firing biomass energy plant, chipped wood matter is dehydrated through a heat-intensive drying process called torrefaction, which reduces the weight of the wood by 20% and makes it more cost-effective to transport. The resulting briquettes can be burned either directly or through co-firing with a fossil fuel such as coal. Direct burning produces steam, which powers a turbine connected to an electricity-producing generator. Many biomass facilities make use of the waste heat from the electricity-generation process to heat buildings or for manufacturing processes. This combined power and heat process (CHP) results in an increase of 80% energy efficiency, up from the traditional 20% efficiency of older biomass facilities.

PYROLYSIS | Pyrolysis is the process of heating biomass to 200° to 300° C (390° to 570° F) while excluding oxygen from the heating chamber. Without oxygen, the biomass does not combust, and is instead chemically altered into the byproducts pyrolysis oil, syngas, and biochar. All of these can be used for energy. Biochar has additional useful applications in agriculture, including soil nutrient enrichment and carbon sequestration.

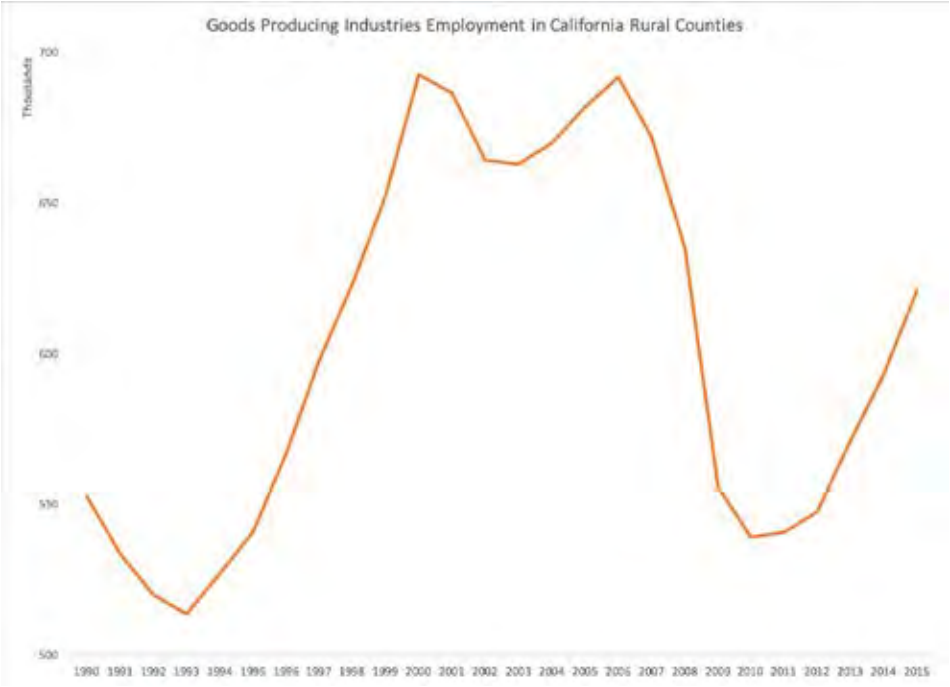
GASIFICATION | During gasification, biomass fuel is heated to more than 700° C (1,300° F) with some controlled oxygen. The byproducts of this process are syngas and slag. Slag is a liquid substance that can be hardened into shingles, cement, or asphalt for various applications.

ANAEROBIC DECOMPOSITION | Anaerobic decomposition is the process of bacteria breaking down organic matter without exposure to oxygen, which naturally occurs in landfills. It can also be implemented in a controlled environment, and is sometimes used on ranches and livestock farms using livestock waste. The main byproduct of this process is methane, which can also be used for energy.

APPENDIX D – Organizations Active in California Biomass

NAME	MISSION	WEBSITE
The Bioenergy Association of California (BAC)	BAC was established in 2013 to promote sustainable bioenergy development. Members include private companies, public agencies, local governments, investors, consultants, nonprofits, individuals and others interested in promoting community-scale bioenergy generation. BAC focuses on policy advocacy, public education and outreach, research, and industry best practices.	http://www.bioenergyca.org/
RFS Power Coalition	RFS Power Coalition is a group of biomass energy providers and stakeholders who are protesting the failure of the federal Environmental Protection Agency to process electricity-generating biomass applications under the Renewable Fuels Standard of 2007.	Rfspower.com
CA Forest Biomass Working Group	The ad-hoc California Forest Biomass Working Group (CA Forest BWG) is composed of a variety of forest biomass utilization interests across California. They meet to discuss wood energy policy, project opportunities and barriers, technology progress, funding opportunities and other relevant topics.	https://ucanr.edu/sites/swet/Biomass_Working_Group/
Calforests – California Forestry Association	The California Forestry Association (Calforests) is the statewide trade association that consists of forest owners, forest products producers and forestry professionals committed to sustainable forestry and responsible stewardship of our renewable natural resources through environmentally sound policies and conservation practices. The forest sector is a significant contributor to our state's environmental and economic well-being.	http://calforests.org/
Alpine Biomass Collaborative	The Alpine Biomass Committee (ABC) is a collaborative formed in June 2016 that is focused on unifying partners, promoting forest and watershed health and supporting sustainable economic development throughout Alpine County. 95% of the county is federal land, including four National Forests (Stanislaus, Humboldt-Toiyabe, El Dorado and Lake Tahoe Basin Management Unit).	https://alpinebiomasscommittee.wordpress.com
California Biomass Energy Alliance (CBEA)	The California Biomass Energy Alliance was created almost 20 years ago with a charter to promote biomass energy as a means to reach the environmental and economic goals of California. On behalf of its members, we have worked tirelessly as the sole advocate of the solid fuel biomass power industry through California's energy crisis, the introduction and implementation of renewable standard and waste reduction mandates though to today's carbon constrained proceedings ruled by AB 32's greenhouse gas emissions reduction requirements.	http://www.calbiomass.org/

APPENDIX E – Conversion of High Paying Manufacturing Jobs to Tourism-Based Jobs in Rural California Counties



Source: Current Employment Statics (CES), Annual Average: 1990-2015. Published August 16, 2016. California Employment Development Department, https://data.edd.ca.gov/d/pwx8-ztk5. Accessed August 23, 2019.

APPENDIX F - Glossary of Terms

ADDED VALUE WOOD PRODUCTS: these can include engineered mass timber and wood-based composite panel products used in building construction, retrofits, and remodeling, wood processed for use in other industries and applications, including wood cellulosic nanotechnology applications and biochar (charcoal made for uses other than fuel, such as soil amendments and filtration).

BIOMASS UTILIZATION: the use of residual solid material generated by various agricultural or forest activities to create value-added products, such as biomass energy.

BIOMASS: excess biological material that can be used for energy production, heat production, or as raw material for industrial processes or value-added product manufacturing.

CARBON LIFE CYCLE ANALYSIS: Under the Environmental Protection Agency's Renewable Fuel Standard, a carbon life cycle, sometimes referred to as fuel cycle or well-to-wheel analysis, is used to assess the overall greenhouse gas (GHG) impacts of a fuel, including each stage of its production and use[132]

CO-BENEFITS (also known as NON-MARKET VALUES): positive effects that arise indirectly from strategies directed at solving one specific problem.[133] For example, forest management efforts have an end goal of reducing wildfire hazard and improving forest health, but indirect positive outcomes from these efforts can include job creation, improved recreation access, and energy production from forest waste.

CO2E: Carbon dioxide equivalent or CO_2e means the number of metric tons of CO2 emissions with the same global warming potential as one metric ton of another greenhouse gas, as defined by the U.S. Environmental Protection Agency.

ECOLOGICAL FORESTRY: a combination of strategic thinning, prescribed fire, and managed wildfire.

ECOLOGICALLY RESILIENT FORESTS: majority tree-covered landscapes, actively maintained so they are less prone to large, severe wildfires and drought and to decrease likelihood of large tree mortality events from insect and disease outbreaks, especially in the face of climate change.

ENGINEERED WOOD or MASS TIMBER: structural components that have been fabricated. Engineered wood is manufactured by bonding together wood strands, veneers, lumber or other forms of wood fiber to produce a larger and integral composite unit that is stronger and stiffer than the sum of its parts.[134]

FOREST BIOMASS ENERGY: the renewable energy generated from processing forest biomass.

FOREST BIOMASS: excess material removed from forested areas (for the purposes of this paper, forest biomass refers to montane and subalpine forests characterized by a majority of coniferous tree types).

FOREST MANAGEMENT: the process of planning and implementing practices for the stewardship and use of forests and other wooded land to meet specific environmental, economic, social, and cultural objectives.[135]

GREENHOUSE GASES: gases such as carbon dioxide, methane, nitrous oxide, and fluorinated gases, that trap heat in the Earth's atmosphere and cause climate change.[136]

HAZARD VS. RISK: "Hazard" is based on the physical conditions that indicate the likelihood that an area will burn over a 30 to 50-year period without considering modifications such as fuel reduction efforts. "Risk" is the potential damage a fire can do to the area under existing conditions, including any modifications such as defensible space, irrigation and sprinklers, and ignition resistant building construction which can reduce fire risk. Risk considers the susceptibility of what is being protected.[137]

HIGH HAZARD ZONES: High hazard zones are areas of the state representing a high risk for wildfire and falling trees, resulting from severe drought conditions and bark beetle infestation. As of March 1, 2019, Tier 2 High Hazard Zones have been revised to include the perimeter of any wildland fire since 2012 (the beginning of the drought). The High Hazard Zone definitions are:

> Tier 1 High Hazard Zones are areas where tree mortality, caused by drought, coincides with critical infrastructure, including but not limited to roads, utilities, and public schools. They represent a direct threat to public safety and identify areas to be prioritized for hazardous tree removal. These zones are identified pursuant to the Governor's State of Emergency Executive Order in 2015.
>
> Tier 2 High Hazard Zones are areas defined by: 1) watersheds (HUC12, average 24,000 acres) that have significant tree mortality combined with community and natural resource assets; or 2) the perimeter of any wildland fire since 2012 (the beginning of the drought). Work at the Tier 2 level addresses the immediate threat of falling trees and fire risk, and supports broader forest health and landscape level fire planning issues. They represent areas to be prioritized for hazard mitigation as well as forest health restoration. These zones are identified pursuant to the Governor's State of Emergency Executive Order in 2015.
> (*Definitions courtesy of California's Tree Mortality Task Force.)*

PRESCRIBED BURNS: a forest management tactic where a forest management agency (state or federal) deliberately ignites a predetermined area of forest with low intensity and monitored fire to control ladder fuel growth. Prescribed fire is a fire that has been deliberately set, while a controlled burn is an unintentionally caused fire that is allowed to burn within the parameters determined by forest managers and fire protection personnel.

RENEWABLE ENERGY: Renewable energy is energy from sources that are naturally replenishing but flow-limited; renewable resources are virtually inexhaustible in duration but limited in the amount of energy that is available per unit of time.[138]

SMALL-DIAMETER TREES: The USDA Forest Service in conjunction with the Forest Products Laboratory loosely defines 'small diameter and underutilized (SDU) material' as timber that is left in the forest because it is not economical

to remove. Depending on the tree species and varying characteristics of the timber, 'small diameter' can range anywhere from 4 to 16 inches DBH (diameter at breast height). Small diameter and underutilized (SDU) material also includes the dense understory in forests that serves as ladder fuel and contributes to crown fires.[139]

STRUCTURALLY DISENFRANCHISED COMMUNITIES: primarily known to California law as 'disadvantaged communities' or 'DACs', these are areas throughout California that suffer most from a combination of economic, health, and environmental burdens. These burdens include poverty, high unemployment, air and water pollution, presence of hazardous wastes as well as high incidence of asthma and heart disease. The term 'structurally disenfranchised' recognizes the agency that these communities have to improve their outlooks, rather than simply reducing them to being 'disadvantaged' due to institutional characteristics.

THINNING: the removal of forest overgrowth from a stand of trees to reduce competition, reduce wildfire risk, and maintain a healthy forest. Mechanical thinning is done by large harvesting machines, while hand thinning is done by people, either with power tools or hand tools. It is the opposite of the timber industry's tactic of high-grading – removing large circumference, high value trees and leaving smaller diameter trees.[140]

WILDLAND URBAN INTERFACE (WUI): the area where houses meet or intermingle with undeveloped wildland vegetation. The WUI is a focal area for human-environment conflicts, such as the destruction of homes by wildfires, habitat fragmentation, and biodiversity decline.[141]

APPENDIX G - Levelized Cost of Electricity Methodology

This appendix is a summary of the methodology used by the U.S. Energy Information Administration to calculate the Levelized Cost of Electricity, and the Levelized Avoided Cost of New Generation Resources. For a complete analysis, and data set for 2018, please refer to U.S. EIA 2018 Report, titled Levelized Cost and Levelized Avoided Cost of New Generation Resources in the Annual Energy Outlook 2018. It can be found online at:
https://www.eia.gov/outlooks/archive/aeo18/pdf/electricity_generation.pdf
If this link is not functioning, please contact Sierra Business Council at 530.582.4800 for a digital copy of the report.

LEVELIZED COST OF ELECTRICITY (LCOE)

Levelized cost of electricity (LCOE) is often cited as a convenient summary measure of the overall competitiveness of different generating technologies. It represents the per-megawatt hour cost (in discounted real dollars) of building and operating a generating plant over an assumed financial life and duty cycle. Key inputs to calculating LCOE include capital costs, fuel costs, fixed and variable operations and maintenance (O&M) costs, financing costs, and an assumed utilization rate for each plant type. The importance of these factors varies among the technologies. For technologies such as solar and wind generation that have no fuel costs and relatively small variable O&M costs, LCOE changes in rough proportion to the estimated capital cost of generation capacity. For technologies with significant fuel cost, both fuel cost and overnight cost estimates significantly affect LCOE. The availability of various incentives, including state or federal tax credits, can also affect the calculation of LCOE. As with any projection, there is uncertainty about all of these factors, and their values can vary regionally and temporally as technologies evolve and as fuel prices change.

LEVELIZED AVOIDED COST OF ELECTRICITY (LACE)

Conceptually, an alternative assessment of economic competitiveness between generation technologies can be gained by considering the avoided cost, a measure of what it would cost the grid to generate the electricity that would be displaced by a new generation project. Avoided cost, which provides a proxy measure for the annual economic value of a candidate project, may be summed over its financial life and converted to a level annualized value that is divided by average annual output of the project to develop its levelized avoided cost of electricity (LACE). The LACE value may then be compared with the LCOE value to provide an indication of whether or not the project's value exceeds its cost when multiple technologies are available to meet load. Using both the LCOE and LACE in combination provides a better assessment of economic competitiveness than either measure separately.

ENDNOTES

1 (Gomes and McLean 2019) It's important to note that this figure does not include fire-killed trees – as of publishing date, there does not exist a comprehensive data set on fire-induced tree mortality for the state.

2 (Forest Climate Action Team 2018)

3 (Lin, Should California buy disaster insurance? 2019)

4 (National Interagency Fire Center 2019)

5 (Gudel 2019)

6 Prescribed fire is a fire that has been deliberately set, while a controlled burn is an unintentionally caused fire that is allowed to burn within the parameters determined by forest managers and fire protection personnel.

7 Thinning is the removal of forest overgrowth from a stand of trees to reduce competition, reduce wildfire risk, and maintain a healthy forest. Mechanical thinning is done by large harvesting machines, while hand thinning is done by people, either with power tools or hand tools. It is the opposite of the timber industry's tactic of high-grading – removing large circumference, high value trees and leaving smaller diameter trees. (Tang, et al. 2005)

8 (Morris 2000)

9 The federal Public Utilities Regulatory Policy Act (PURPA) was passed in 1978 and mandated that electric utility companies buy privately produced power at their "avoided cost" of generation. The combination of high avoided cost rates relative to other energy sources and federal investment in renewable energy helped the biomass industry grow in California to meet the state's growing demand. (Morris 2000)

10 (Morris 2000)

11 (California Energy Commission 2017)

12 It is a common misconception that cross-laminated timber or oriented strand board require larger diameter trees. CLT in Canada and Europe is manufactured primarily using small diameter timber, and North American manufacturing processes are following suit as the material gains popularity. (Mohammand, et al. 2012)

13 (The Nature Conservancy 2019)

14 The USDA Forest Service in conjunction with the Forest Products Laboratory loosely defines 'small diameter and underutilized (SDU) material' as timber that is left in the forest because it is not economical to remove. Depending on the tree species and varying characteristics of the timber, 'small diameter' can range anywhere from 4 to 16 inches DBH (diameter at breast height). Small diameter and underutilized (SDU) material also include the dense understory in forests that serves as ladder fuel and contributes to crown fires. Small diameter is intended, in this context, to refer to timber and biomass materials where the cost of removal from the forest falls below market value and is therefore not cost effective. (USDA Forest Service, Forest Products Laboratory 2001)

15 (TSS Consultants 2014)

16 (Storey 2011)

17 (TSS Consultants 2008)

18 (California Energy Commission 2017)

19 (Sierra Nevada Conservancy 2019)

20 (US Department of Agriculture California Climate Hub 2017)

21 (Forest Climate Action Team 2018)

22 (Dore, et al. 2012)

23 (Sierra Nevada Conservancy 2019)

24 (Forest Climate Action Team 2018)

25 (Sleeter, et al. 2019)

26 (National Science Foundation 2018)

27 (Sierra Nevada Conservancy 2019)

28 (California Air Resources Board 2019)

29 (Lalonde, et al. 2018), (Sleeter, et al. 2019)

30 (Forest Climate Action Team 2018)

31 (Fuller 2018)

32 BioRAM stands for the Biofuel Renewable Auction Mechanism program of the state of California, an extension of the Renewable Auction Mechanism program. Participating utilities use the program to procure renewable energy (including bioenergy) from eligible facilities in order to meet their state-mandated renewable portfolio standards.

33 (Mason, Bruce & Girard, Inc., The Beck Group June 13, 2019)

34 (Mason, Bruce & Girard, Inc., The Beck Group June 13, 2019)

35 Calculation assumes 8,500 BDT per 1 MWh, and 1 MWh = 1,000 households, average of 3 people per household. 42 million BDT in inventory over 20 years / 8,500 BDT = 4,941 MWh (approx.) * 1,000 households = 4,941,176 households over 20 years. 4,941,176 households / 20 years = 247,058 households per year x 3 people per average household = 741,176 people, roughly the population of the city of San Francisco (Stokes (USDA), Deneke (USDA) and Stewart (Department of Interior) 2004). This claim is purely for illustrative purposes to highlight the sheer amount of available biomass even after commercial timber harvesting operations and sustainable harvesting practices are accounted for, and should not be viewed as a claim of sustained biomass energy production over time. Calculations have also not been adjusted for future climate change impacts, which could drastically increase tree mortality.

36 (De Lasaux and Kocher 2006)

37 (Ehlers 2018) – Fiscal year 2017-18 CalFIRE was appropriated $195 million in Greenhouse Gas Reduction Funds (GGRF) for forest health and fire prevention activities, as well as $20 million for the agency's Urban and Community Forestry Program. $91.5 million of that $195 million was earmarked specifically for forest health, with the remainder dedicated to fire prevention. The same year, California Conservation Corps was granted $5 million for forest health and urban forestry activities. Upon

issuing an RFP for forestry management grants, CalFIRE received 72 project applications, totaling $330 million worth of forestry work, for a grant program that had just $91.5 million worth of funding.

38 State Responsibility Area land only, mandated at 500,000 acres per year (per Forest Carbon Plan) at a projected cost of $750-$3,000 per acre

39 For more data analysis and sources, please see Appendix E.

40 (Chia-Yun Tsai 2015)

41 Opportunity Zones are designated low-income census tracts that are eligible for tax-incentivized investments made possible through the 2018 U.S. Investing in Opportunities Act. Projects that qualify for investment should encourage growth in these communities and can include a wide range of efforts from creating living wage jobs to building resilient communities.

42 (Turner 2019)

43 (Downing 2015)

44 (Podolak, et al. 2015)

45 (Podolak, et al. 2015)

46 (Cimini 2019)

47 (Turner 2019)

48 It's important to note that these average costs represent levelized cost of energy, which represents the installed capital costs (including construction costs, financing costs, tax credits, and other related taxes or subsidies) converted to a level stream of payments over the plant's assumed financial lifetime. Source: U.S. Energy Information Administration, www.eia.gov (Sukunta 2018)

49 (IRENA 2018)

50 Large Solar Scenario meets a 50% RPS in 2030 by relying mostly on large, utility-scale solar PV resources, in keeping with current procurement trends. (Energy + Environmental Economics 2014, 4)

51 (Energy + Environmental Economics 2014)

52 (Energy + Environmental Economics 2014)

53 (Martinot and Younghein 2015)

54 (Walton 2018)

55 (Williams 2018)

56 (Edmund G. Brown Jr., Governor Brown Declares State of Emergency for the City and County of San Francisco 2013) (Edmund G. Brown Jr., Governor Brown Declares State of Emergency in Tuolumne County 2013)

57 (Miles, Gallagher and Huxford 2013)

58 (Wara 2019)

59 (Jenkins, Luke and Thernstrom 2018)

60 (CalFIRE 2018)

61 (Munich Re 2019)

62 (Butte County Sheriff & Coroner 2019)

63 (Habegger 2019)

64 (Kasler and Sabalow, 'Sticker shock' for California wildfire areas: Insurance rates doubled, policies dropped 2019)

65 (Peterman, et al. 2019)

66 (Kasler and Sabalow, 'Sticker shock' for California wildfire areas: Insurance rates doubled, policies dropped 2019)

67 (Kasler and Sabalow, 'Sticker shock' for California wildfire areas: Insurance rates doubled, policies dropped 2019)

68 (California Fair Access to Insurance Requirements 2015)

69 (Dettinger 2018)

70 (Liang, Hurteau and Westerling 2018)

71 (Bedsworth 2018)

72 (Bedsworth 2018)

73 (Bedsworth 2018)

74 (Reich, et al. 2018)

75 (Bedsworth 2018)

76 (Kasler, Gov. Newsom wants to prevent CA wildfires. But he won't commit funding for 'hardening' homes 2019)

77 (American Forests 2018)

78 For the purposes of this report, the scope will remain focused on biomass energy production in the Sierra Nevada, and not expand on added value wood products, due to the economic and social co-benefits outlined in this report. (SB 859 Wood Products Working Group 2017)

79 SB 859, signed by Governor Jerry Brown and enacted on September 14, 2016, requires that 80% of the feedstock for a BioRAM eligible facility on an annual basis must be a by-product of sustainable forestry management, which includes removal of trees from High Hazard Zones and not from lands that have been clear cut. (Mason, Bruce & Girard, Inc., The Beck Group June 13, 2019)

80 (The Beck Group 2017), pg 2.

81 (Morris 2000)

82 (UC Berkeley Woody Biomass Utilization Group 2019)

83 Operational MW capacity fluctuates with availability of forest biomass and other fuel, so this research paper is not able to determine just how many MW are being generated versus total capacity.

84 (Mason, Bruce & Girard, Inc., The Beck Group June 13, 2019)

85 This is a rough calculation, given the cumulative total MW capacity of all idle and operational biomass facilities in the Sierra Nevada as of August 2019, and does not include proposed projects. The methodology of this calculation hinges on the assumption that forest thinning projects are pulling roughly 12 BDT (bone dry tons) of forest biomass per acre; a figure that can vary widely given tree mortality, watershed health, and tree type and age on a forested acre in the Sierra Nevada. The average value of 12 BDT per treated acre is courtesy of an interview with Jim Turner with American Renewable Power and Loyalton Biomass Power in Sierra County given his treatment experience.

86 (SB 859 Wood Products Working Group 2017)

87 (Sun-Star Staff 2011)
88 (Ardito 2013)
89 (Romero 2019)
90 (California Air Resources Board 2013)
91 (California Air Resources Board 2013)
92 (Turner 2019)
93 (Alexander 2018)
94 (Long, Tarnay and North 2018)
95 (Navarro 2016)
96 (Li 2018)
97 (Long, Tarnay and North 2018)
98 (Long, Tarnay and North 2018)
99 (Bizjak 2019)
100 (Garcia, et al. 2017)
101 (Goodale 2013)
102 (Calfas 2018)
103 (Siler 2018)
104 (CAL FIRE 2007)
105 (Agee and Skinner 2005)
106 (TSS Consultants 2014)
107 (Forest Climate Action Team 2018)
108 (Bracmort 2016), R. Miner, "Biomass Carbon Neutrality in the Context of Forest-based Fuels and Products," U.S. Department of Agriculture (USDA) Bioelectricity and GHG Workshop, Washington, DC, November 15, 2010
109 (Bracmort 2016)
110 (Norton, et al. 2019)
111 (IEA Bioenergy 2019)
112 (Sabine, et al. 2018)
113 (Sierra Club: Motherlode Chapter 2012)
114 AB 1954 (Patterson (A) 2018)
115 (U.S. Environmental Protection Agency 2014)
116 (Massetti, et al. 2017)
117 (Massetti, et al. 2017)
118 (Turner 2019)
119 (Alexander 2018)
120 (Arrington 2018)
121 (Sierra Nevada Conservancy 2019)
122 (Gonzalez, et al. 2015)
123 (Sierra Nevada Conservancy 2019)
124 (U.S. Energy Information Administration 2018)
125 (U.S. Energy Information Administration 2018)
126 (U.S. Energy Information Administration 2018)
127 (C. Smith 2001)
128 (United States Census Bureau 2000)
129 Kelsey, Rodd. 2019. Wildfires and Forest Resilience: the case for ecological forestry in the Sierra Nevada. Unpublished report of The Nature Conservancy. Sacramento, California. 12 pp.
130 Quantifying biomass consumption and carbon release from the California Rim fire by integrating airborne LiDAR and Landsat OLI data. Garcia M, Saatchi S, Casas A, Koltunov A, Ustin S, Ramirez C, Garcia-Gutierrez J, Balzter H. J Geophys Res Biogeosci. 2017 Feb;122(2):340-353. doi: 10.1002/2015JG003315. Epub 2017 Feb 18
131 Bruce Springsteen , Tom Christofk , Steve Eubanks , Tad Mason , Chris Clavin & Brett Storey (2011) Emission Reductions from Woody Biomass Waste for Energy as an Alternative to Open Burning, Journal of the Air & Waste Management Association, 61:1, 63-68, DOI: 10.3155/1047-3289.61.1.63
132 (U.S. Environmental Protection Agency 2016)
133 (Smith and Woodward 2014)
134 (Russelburg 2005)
135 (Food and Agriculture Organization of the United Nations 2019)
136 (U.S. Environmental Protection Agency 2019)
137 (Office of the State Fire Marshal 2007)
138 (U.S. Energy Information Administration 2019)
139 (USDA Forest Service, Forest Products Laboratory 2001)
140 (Tang, et al. 2005)
141 (Radeloff, et al. 2005)
142 (Olenyn 2018)
143 (Woodworks 2012)

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ABOUT SIERRA BUSINESS COUNCIL

Sierra Business Council (SBC) is working to secure the environmental, social, and economic health of the Sierra Nevada for this and future generations by implementing projects that model proactive change. SBC advocates on behalf of the Sierra, helps small businesses start, grow, and thrive, and fosters climate resiliency throughout the region. Our goal is a diverse, inventive, and sustainable region where the economy is vibrant, the land is thriving, and the communities offer opportunity for all.

More information on SBC's impact can be found at www.sierrabusiness.org

SIERRA
BUSINESS COUNCIL

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

MEETING DATE: January 21, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Resolution Approving the Sierra County Mental Health Services Act (MHSA) Fiscal Year 2019-2020 Annual Up-Date to the Three-Year Program and Expenditure Plan 2017-2020

SUPPORTIVE DOCUMENTS ATTACHED: ☒Memo ☒Resolution ☐Agreement ☒Other
Sierra County Mental Health Services Act (MHSA) Fiscal Year 2019-2020 Annual Up-Date to the Three-Year Program and Expenditure Plan 2017-2020

BACKGROUND INFORMATION: Please see attached memo.

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: 5671
AMOUNT: $ 2,436,780 N/A

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ CLERK TO THE BOARD

_____ DATE

Memorandum

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

Requested Action: Resolution Approving the Sierra County Mental Health Services Act (MHSA) Fiscal Year 2019-2020 Annual Up-Date to the Three-Year Program and Expenditure Plan 2017-2020

Mandated by: State of California, Proposition 63

Funding
Budgeted? Yes X No

Revenue	2,436,780	**MHSA**
Expenses	2,436,780	**MHSA**
Difference	0	

Background Information:
The Mental Health Services Act (Proposition 63) adopted by the California electorate on November 2, 2014, increased overall State funding for the community mental health system by imposing a 1% income tax on California residents with more than $1 million per year income. The stated intention of the proposition was to "transform" local mental health service delivery systems from a "fail first" model to one promoting intervention, treatment and recovery from mental illness. A key strategy in the act was the prioritization of prevention and early intervention services to reduce the long-term adverse impacts of untreated, serious mental illness on individuals, families and state and local budgets.

The Sierra County Mental Health Services Act (MHSA) Draft FY 19/20 Annual Update to the MHSA 2017-2020 Program & Expenditure Plan has been shared with the Mental Health Advisory Board, as well as stakeholders and community members. This annual update underwent the required 30-day public review process as well as being presented during a public hearing that took place on January 16, 2020. The Mental Health Advisory Board voted to have Sierra County Behavioral Health present the plan to the Sierra County Board of Supervisors for approval.

Program changes include the Veterans' Peer Support Specialist position to be titled the Veteran's Advocate and to eventually be recognized as the Veteran's Service Officer through Sierra County having a Veteran's Service Office. The Behavior Intervention Specialist has been absorbed into the program titled Youth Linkage to Services. Reversion Fund dollars will be viewed as last dollar and spent accordingly per component.

It is important to note that much of the reporting data has been redacted per Department of Health Care Services Data Reporting Requirements to protect community members' HIPPA rights.

It is also important to note that there will be Reversion Funds that will not be spent completely by the end of FY19/20. Those funds will be returned to the State per regulations.

Potential Issues to consider:
None

Alternatives or Impacts of disapproval:
Loss of funding

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

RESOLUTION NO. _____

IN THE MATTER OF APPROVAL OF
THE SIERRA COUNTY MENTAL HEALTH SERVICES ACT (MHSA)
FISCAL YEAR 2019-2020 ANNUAL UPDATE TO THE THREE-YEAR PROGRAM AND EXPENDITURE PLAN 2017-2020

WHEREAS, Proposition 63, The Mental Health Services Act, funded by tax on high-income individuals, is designed to expand and transform California's county mental health service systems, and;

WHEREAS, the State of California's Department of Health Care Services assures that county mental health departments expend funds made available through the act towards a state-of-the-art, culturally competent system that promotes recovery/wellness through independence, hope, personal empowerment and resilience for adults and seniors with severe mental illness and for children and transitional age youth with serious emotional disorders and their families and;

WHEREAS, as mandated, Sierra County Behavioral Health completed and has posted a draft of the Sierra County Mental Health Services Act 2019-2020 Annual Update on the Sierra County website for review and comments and has had available to the public a hard copy for review, and;

WHEREAS, after thirty days on display, Sierra County Behavioral Health had a public hearing during the Sierra County Mental Health Advisory Board's meeting in Loyalton for review and comment for the 2019-2020 Annual Update.

NOW THEREFORE BE IT RESOLVED, the Sierra County Board of Supervisors approves the 2019-2020 Mental Health Services Act Annual Update and authorizes Lea Salas, Administrative Director of Sierra County Behavioral Health, to submit the Annual Update to the State.

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

AYES:
NOES:
ABSTAIN:
ABSENT:

_____ _____
JIM BEARD Date
Chairman, Board of Supervisors

ATTEST: **APPROVED AS TO FORM:**

_____ _____

HEATHER FOSTER
Clerk of the Board

DAVID PRENTICE
County Counsel

Sierra County MHSA Draft Fiscal Year2019-2020 Annual Up-Date to the Three-Year Program and Expenditure Plan 2017-2020

Contents

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Prevention & Early Intervention	27
Workforce Education & Training	41
Capital Facilities and Technologies	44
Innovations	47

PLAN OVERVIEW

The purpose of this three-year plan is to provide a program and expenditure plan relevant to FY 2017/18 through 2019/2020. The annual Community Planning Process (CPP) identifies what is working within communities as well as gaps services and supports. This annual update includes information from FY 17/18 and when available FY 18/19.

The following MHSA values have been utilized during the CPP and are imbedded within programs and strategies to obtain the following desired outcomes:

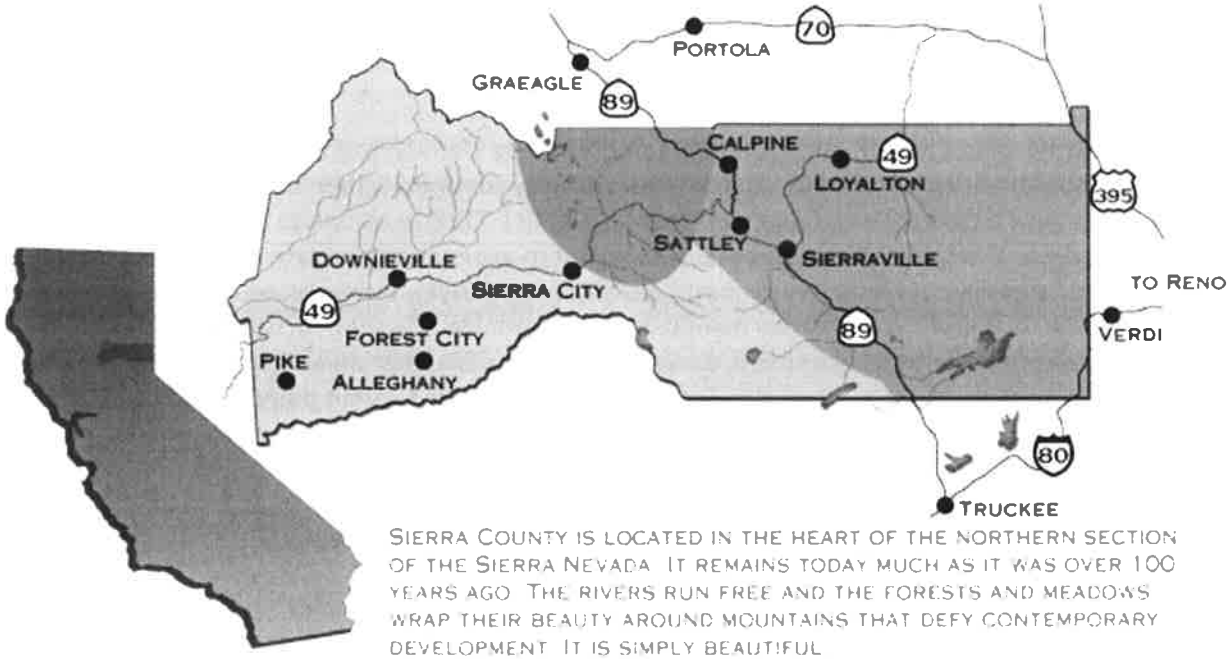
- Community Collaboration
- Cultural Competence
- Consumer/Family Driven
- Wellness, Recovery, and Resilience Focused
- Integrated Service Experiences for Clients and their Families

The above listed values help to enhance programs offered by identifying appropriate service and strategy venues meeting the unique needs of Sierra County community members. Most importantly, these values have enabled Sierra County Behavioral Health (SCBH) to recognize the need to employ a universal service strategy in offering programs so as not to increase stigma, label, or identify individuals being served. Utilizing universal service strategies also progressively increases educational outreach throughout Sierra County's community members and stakeholders as they participate in programs. SCBH continues to improve its workforce, as well as increase collaboration with other providers and organizations as a result of MHSA values continuing to be imbedded within programs and strategies.

WELCOME TO SIERRA COUNTY

Sierra County is the second least populated county in the State of California. In the summer months, Sierra Valley supports more cattle than the total number of Sierra County residents. Considered a *"Frontier County"*, because of remoteness and population density, Sierra County has no stoplights, fast food restaurants, movie theaters, traditional public transportation systems, hospitals, or shopping centers. Most communities are geographically isolated from services and other communities. The county is bisected by the Sierra Nevada Mountain range, one pass (Yuba Pass, elevation 6,701 ft.) provides access between the east and west side communities. Harsh weather and mountain driving conditions make travel during the winter months treacherous and dangerous.

Sierra County shares a border with the State of Nevada. Neighboring counties are Plumas, Lassen, Nevada and Yuba.



Estimated Population per Community Zip Code* within Sierra County:

Alleghany/Forest City	89	Loyalton	1,627
Calpine/Sattley	326	Sierra City	258
Downieville	352	Sierraville	215
Goodyears Bar	46		

* 2010 US Census Bureau-FactFinder, Community Facts

Sierra County's population of 3,003 (US Census Bureau 2014 estimate) is spread over 962 square miles (of which approximately 70% is National Forest). The only incorporated city is Loyalton, with 769 persons residing within the city proper. Another 858 residents live within Loyalton's zip code, associating approximately 50% of Sierra County's population with the City of Loyalton. While the county seat is located in Downieville, Sierra County Board of Supervisor meetings alternate between the locations of Downieville and Loyalton.

The main campus of Sierra County Health & Human Services is located in Loyalton. An office is located in Downieville allowing Sierra County Health & Human Services the capacity to serve community members on both the east and west side of the county.

Population as of 2010*: 3,240

Population percentage by age:

Under 18	17.0%
18-19	1.6%
20-24	3.6%
25-34	7.5%
35-49	18.3%
50-64	31.0%
65 & older	21.0%

* 2010 US Census Bureau-FactFinder, Community Facts

COMMUNITY PLANNING AND LOCAL REVIEW PROCESS

Sierra County Health & Human Services is a consolidated and integrated Health & Human Services Agency which includes Behavioral Health, Public Health, Environmental Health, Tobacco Use Reduction Program and Social Services. As such, Sierra County Health and Human Services is utilizing the following key strategies to engage in program development:

- Establishing consolidated administrative support infrastructures;
- Establishing consolidated program support infrastructures;
- Importing or developing evidence-based practices and other outcome-based approaches to services;
- Developing integrated, co-located and decentralized services concurrently;
- Establishing client and cultural inclusion structures/processes that will advise the agency in terms of policy and programming;
- Focusing on quality improvement and systems accountability in terms of outcomes linked to improved individual and family recovery and self-sufficiency, as well as improved community health.

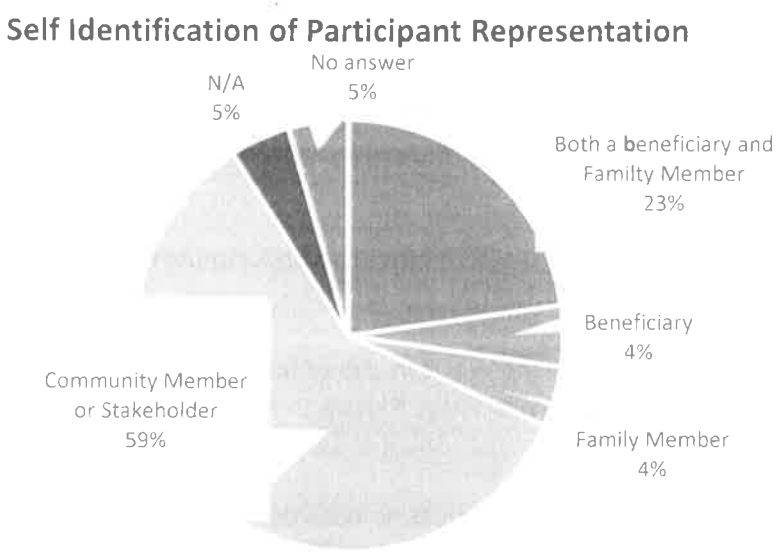
To ensure the most effective use of resources, avoid duplication of effort, and maximize the leveraging of ongoing efforts and community strengths, Mental Health Services Act (MHSA) programming is developed and delivered with careful consideration of the common goals of other Sierra County Department of Health and Human Services initiatives and includes the strategies listed above to guide planning and service delivery in Sierra County.

Sierra County's approved Community Services and Supports Plans, Workforce Education and Training Work Plan, Capital Facilities and Information Technology Needs Plan, Prevention and Early Intervention Plan were developed and are implemented with cross-departmental integration aimed at the delivery of holistic and transformational programs designed to meet Sierra County's community members' needs.

STAKEHOLDER PROCESS

Community Planning Process 2019

Sierra County Behavioral Health held two community planning meetings addressing the FY 19/20 Annual Update. Meetings were advertised and held in two locations. Meetings were open to community members, beneficiaries (individuals receiving services or who have received services), and stakeholders (other community based agencies/organizations Sierra County Behavioral Health collaborates or contracts with). A total of 22 individuals attended the two meetings. Sierra County Behavioral Health was very excited to have this number of individuals attend. In past years there were times when no individuals participated in Community Planning Meetings. Below is information regarding how meeting participants self-identified regarding who they represented, age groups, current gender identity and locations of representation.



Age Group	
Age	Percent
25-39	38%
40-64	59%
65+	9%

Gender Identity	
Gender	Percent
Female	46%
Male	32.%
Decline to State	9%
Missing	13%

Area Associated with Zipcode	
Sierra City	5%
Sierraville	5%
Calpine	5%
Pike	5%
Out of County	11%
Downieville	14%
Loyalton	46%
Missing	9%

The agenda (appendix __) included MHSA Nuts & Bolts, No Place Like Home Housing Project Presentation, Current Programs, Program Discussion: What is working? What is not working?, Identification of Needs/gaps, and the Innovations Component.

Agenda Item 2 MHSA Nuts & Bolts:
The MHSA Nuts & Bolts was a quick tutorial of the Mental Health Services Act and its intention stated in the Welfare and Institution Code.

Agenda Item 3 No Place Like Home Housing Project Presentation by Housing Tools:
The No Place Like Home Housing Project Presentation was made by Housing Tools. Sierra County Behavioral Health & Plumas County Behavioral Health have contracted with Housing Tools to create a housing needs assessment for the two counties. Housing Tools explained No Place Like Home funding and requirements attached to this MHSA funding category addressing homelessness. **Attach handout**

An open discussion forum of comments and questions took place. Some individuals expressed concern of utilizing No Place Like Home funds to build permanent supportive housing due to their past personal experience of a Section 8 housing complex creating an increased response from Emergency Services, Fire, Law Enforcement. These services were taxed by the housing complex and not as readily available to other community areas.

There was general consensus at both meetings that an opportunity to provide more housing to community members in Sierra County makes sense and is needed. Comments included:

- "Where would you put it?",
- "Is there a greater need on the Western side of the county than the Eastern side?", and
- "Can Sierra County partner with either Plumas or Nevada County to provide actual housing and where would it be located?".

It is obvious there are many challenges such as no housing stock available, the need to provide 24-hour case management on site, being sure a grocery store that accepts EBT cards is within walking distance as well as medical and behavioral health services. However, these challenges, coupled with the need create a reason to further investigate housing needs for homeless individuals as well as those individuals living with severe mental illness who are at risk of losing their housing is reason to look at creating a homeless plan for Sierra County.

Agenda Item 4 Current Programs:
A handout with MHSA Components was distributed which identified programs funded under the components. There was discussion regarding the Front Porch Program and the inability to get it up and running during the past two fiscal years. There was agreement that the Community Outreach Van may be a viable way to infuse some life into this program. It was noted that the Music Together Program is no longer being funding through MHSA monies. Creating a program within Prevention & Early Intervention to provide motivational speakers to youth through school assemblies was well received.

When asked what is working well, the following statements were made:

- Wellness Center
- A wrap around approach is helpful to our beneficiaries
- Having all HHS services located on the same street works.
- Veteran's Advocate and the Substance Use Disorders department
- Staff has stayed the same for a period of time. Don't have to tell your story over and over to new staff or get to know new staff.

Gaps:

- Transportation throughout the county
- More Case Management
- More Peer Support

Agenda Item 5 – Innovations Project

It was explained that to date, Sierra County Behavioral Health has not identified nor implemented an Innovations project. There was a quick overview given of requirements, primary purpose, and steps taken to identify, create and submit an Innovation Plan/Project to the State.

Three ideas were presented during the Community Planning Meetings. The identified needs and challenges and barriers were presented with the ideas.

	Type if Program/Project	Needs	Challenges/Barriers
Mobile Laundry	This project would be a increasing supportive services program.	• No laundry facility in Loyalton • Laundry facility in Downieville is only open during summer • No way to clean clothes, towels, bedding, etc.	• Truck with water/propane tanks to run washer and dryer • Difficulty to hire driver • Place to dump dirty water • Only one truck to service entire county
Check In With You IPad	This project would be a systems improvement project.	• Increase of quality mental health services • Track measured outcomes • Replace paper self-evaluation form • Track seasonal cancelled and kept appointments for staffing • Outlet for new problems or struggles • Screening forms can be completed online	• Individualizing results and measured outcomes
Home to Health	This project would be providing supportive services to individuals.	• Supportive and permanent housing options • Daily living skills (budget, cooking, hygiene)	• Hire staff to teach daily living skills • No homeless shelter or housing currently in Sierra County

		• Outreach and engagement workers • Education and peer support • Job seeking and vocational skills • Providing Mobile Mental Health services	• Mobile case manager and clinical services

Stakeholder Process 2017

The MHSA Coordinator makes a point to attend regular meetings of stakeholder agencies on an ongoing basis. This allows for the ability to have real-time discussions and learn of any perceived or real needs/gaps in services. The MHSA Coordinator is a member of the First 5 Commission, Child Care Coordinating Committee Sierra County Health Coordinating Committee and the Student Attendance Review Board.

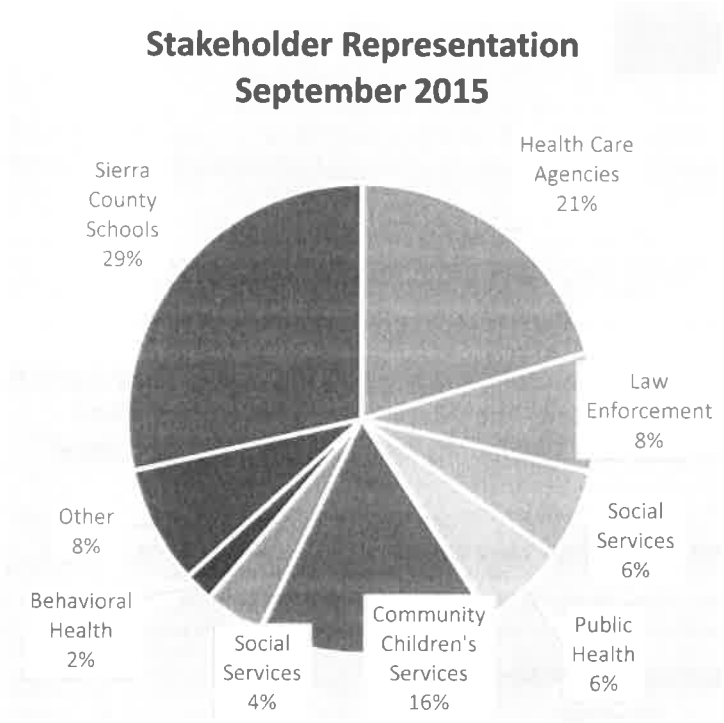
The following stakeholder meetings were conducted:

Date	Agency/Organization	Outcome
8-30-2017	Eastern Plumas Healthcare	The need to collaborate with Eastern Plumas Healthcare to provide services to community members with mild to moderate mental illness.
9-21-17	Student Attendance Review Board	The Student/Parent Navigator program is meeting expectations.
9-25-17	Law Enforcement	Interested in implementing Laura's Law.
9-27-17	Child Abuse Council	Build on existing programs, give them a chance to grow.
10-18-17	Child Care Coordinating Committee	Hire a Behavior Intervention Specialist
10-27-17	First 5	Would be nice to collaborate to look at providing services for 0-2 year olds. First 5 identified a gap in services for these children and their families.

Stakeholders also participated in the community survey. Results are included under the Community Input Process 2017 section.

Stakeholder Process 2015 and 2016

Stakeholder surveys targeted children and parent/family concerns. A total of 49 surveys were collected from the following stakeholders:



Health Care Agency representation includes:

- Eastern Plumas Health Care Clinic
- Eastern Plumas Health Care Skilled Nursing Facility
- Western Sierra Medical Clinic

Community Children's Services representation includes:

- Sierra Kids
- Child Care Council
- Child Abuse Council
- Sierra Nevada Children's Services
- Children & Families Commission

Other representation includes:

- Sierra SAFE Program
- Alliance for Workforce Development
- High Sierra Family Resource Center

Survey results were then discussed during stakeholder meetings. The stakeholder meetings included an August 8, 2015 Task Force Committee meeting; an August 28, 2015 First 5 Sierra meeting, a September 1, 2015 Local Child Care Council meeting; a September 17, 2015 Student Attendance Review Board meeting: and an October 21, 2015 Child Abuse Council meeting. During these meetings overwhelming support for implementing family strengthening and parenting classes/trainings/opportunities were voiced to help address many of the areas of concern identified through the stakeholder surveys. Leveraging funding from other agencies and organizations was encouraged to increase the scope and location of the programs offered.

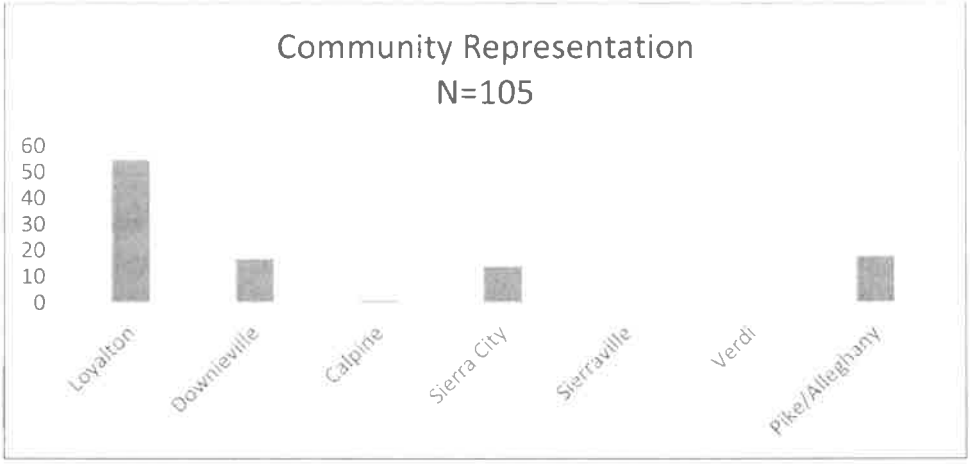
COMMUNITY INPUT PROCESS

Community Input Process 2019

Community Input Process 2017

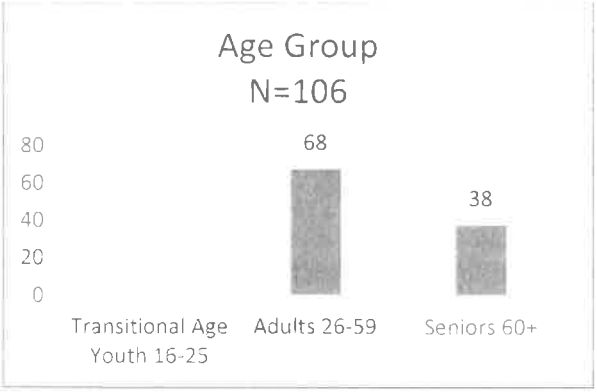
Two Community Planning meetings were scheduled and held. One was held in Downieville on April 19, 2017 and the other was held on April 25, 2017 in Loyalton. The meetings were advertised in local papers and fliers were distributed within communities. Community members did not attend either meeting.

During the 2017 community planning process 109 surveys were collected with the following demographics:



Self-Identified Race/Ethnicity N=102	Percent
White/Caucasian	88.24%
Hispanic/Latino	2.94%
Black/African American	0.0%
Native American/Native Alaskan	1.96%
Asian or Pacific Islander	0.98%
Multi-Race	5.88%

Gender N=97	Percent
Male	28.87%
Female	71.13%



While evaluating this Community Planning Process survey it is apparent there are some demographic areas not represented. Surveys from the communities of Calpine, Sierraville and Verdi were not received. The age group of Transitional Age Youth was not represented, as well as, males being underrepresented. The MHSA Coordinator will need to identify key community leaders within these areas where representation was lacking altogether or there was under representation.

Connection to Behavioral Health Services **98 respondents who selected all that apply**	**Percentage**
Community Member	44.90%
County Government Staff	17.35%
Consumer of Behavioral Health	22.45%
Contracted Service Provider or Community Based Organization	11.22%
Family Member of a Consumer of Behavioral Health Services	10.20%
Education Agency Staff	7.14%
Social Services Agency Staff	6.12%
Veteran Organization Staff or Volunteer	3.06%
Medical or Health Care Organization Staff	3.06%
Law Enforcement Staff	2.04%

The following comments were made:

- Child Care Council (4)
- SNCS (1)
- Loyalton Senior Center (2)
- School Volunteer (1)
- Fire Fighter (1)
- EMT (1)
- Foster Parent or Resource Parent (1)
- Online Community Newspaper (1)
- Advocate for child care providers to be able to access behavioral health counselors in our County (1)
- Out of Sierra County every day Team AM Vets 22 (1)
- I take advantage of peer support for supportive conversation and other services relating to my living situation. (1)

Community Survey Results

In your opinion, are there specific groups of people in your area who are in particular need for mental health services?	Percent
Adults	57.78%
Seniors	55.56%
Geographically Isolated	47.78%
Transition Age Youth, ages 16-24	42.22%
School Age Children	28.89%
Parents	23.33%
Young Children, ages 0-5	14.44%
Linguistically isolated people	12.22%

Two open ended questions were asked of survey takers during this Community Planning Process. The answers received have been categorized into the most common themes. Both questions produced the following theme categories: access to services, service capacity, crisis intervention, public/community education, recovery oriented services and ambivalent statements.

"What suggestions do you have for improving behavioral health services in Sierra County."

Seventy-one respondents took the time to provide a comment.

Access to Services – 13 Comments
The needs identified were for services to be provided in remote communities as well as a need for home visits. Accepting insurance other than medi-cal was also identified.

Educating Public/Advertisement of Services – 9 Comments
Many survey respondents commented on a lack of knowledge about Behavioral Health Services and how to access them. More public outreach and advertisement was indicated as a need.

Crisis Intervention – 8 Comments
All comments centered on the need for some type of crisis intervention team and training. Only utilizing law enforcement for wellness checks and 5150's is stigmatizing and overwhelming for community members who are in distress.

Service and Staff Capacity – 7 Comments
Children and Seniors were populations identified under this category as well as general services needing to be increased or more staff readily available.

Recovery Oriented Services – 3 Comments
An increase in non-traditional services to promote recovery was identified. A Wellness Center in Downieville was identified as well as some services centered around Yoga.

Anti-Behavioral Health Services – 3 Comments

Derogatory comments were received from survey respondents. These comments were not based on unsatisfactory encounters with behavioral health but more of a lack of understanding about Mental Illness and what Behavioral Health's role is in our communities.

Ambivalent – 14 Comments
Comments such as not sure, not applicable and don't know fall under this category.

There were also outlier comments made which were not relevant to the question.

"In your opinion, what behavioral health services should be improved? Why?"

Fifty-nine (59) surveyors responded.

Categories were again needed to analyze this question. Comments centered on Access to services (16), services for Seniors and Veterans (5) as well as children(2) were recognized as themes. Crisis intervention and 5150 training (2) was also brought up. All of the category comment themes are the same as indicated above. Approximately half of the comments were ambivalent comments (19). The anti-Behavioral Health comments were the same as those indicated above.

Public Hearing 2017

A public hearing was held on December 13, 2017 by the Mental Health Advisory Board. Representation was made up of the following: a quorum of Mental Health Advisory Board members, 5 or fewer community members associated with Behavioral Health, First 5, Social Services, Public Health and Behavioral Health.

The following public comments were made during the hearing:

- The importance of measuring desired outcomes. The MHSA Coordinator explained there are outcome measurements within programs. The measurement tools and methodology is not indicated in this plan. They will be in the annual update.
- Wellness Center services in Downieville need to be destigmatizing and the Wellness Center should not be housed at the satellite Behavioral Health building located in Downieville.
- The need for services in remote areas was brought up. Possibly providing 'bus passes' for these community members to use with the Golden Rays Senior transportation was suggested.
- The need for services to be provided to those living just outside of the Sierra County Border where these individuals identify with the community and culture of Loyalton.
- The need to get the Front Porch program up and going. Possibly hiring an extra-help Peer Specialist to facilitate this program.

Community Input Process 2015 and 2016

One hundred twenty-six (126) community member surveys were collected throughout Sierra County communities. Of the 126 community members surveyed, 38 identified themselves as having utilized services themselves or are a family member of a person who has utilized services.

An attempt to collect surveys was made from as many Sierra County communities as possible. Interestingly enough and quite by chance, the amount of surveys collected were proportionate to the population of each community (Table 1). Ages of survey respondents represent, all age groups with the senior population representing 37% of surveys collected (Table 2).

Cultural proficiency/competency is a crucial component of the development of all services offered. Per QuickFacts from the U.S. Census Bureau, 94.8% of Sierra County residents are white. The Race/Ethnic breakdown (Table 3) of the survey respondents reflect this statistic.

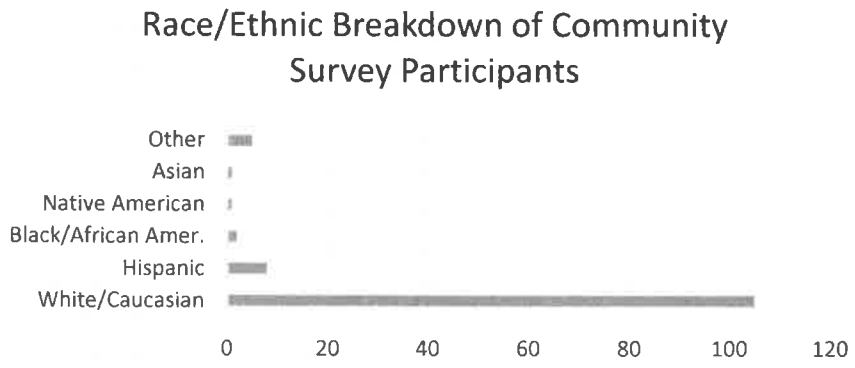
Table 1

Number of Surveys Collected per Community	
Loyalton	70
Downieville	23
Calpine	15
Sierra City	9
Sierraville	6
Pike/Alleghany	2
Verdi	1

Table 2

Age of Survey Respondents	
Under 16	8%
16-25	16%
26-40	18%
41-59	21%
60+	37%

Table 3



A Community Planning meeting was held on December 8, 2016. Flyers were distributed in public places throughout Loyalton and Downieville. E-mails were sent to stakeholders or personal invites were conducted. A quick Community Planning Process presentation took place explaining MHSA program philosophy and current programs. Following the presentation, survey results were disseminated and discussed along with appropriate program and service changes.

During the 30-day review process the FY 16/17 MHSA Annual Update proposed draft was distributed to Mental Health Advisory Board members, stakeholders listed above, community members receiving services, and community members not receiving services. The following responses were received:

Date	Representation	Comment Mode	Comment
12/06/16	Downieville Peer Support	Face to Face	• Peer support staff indicates definite stigma in entering the behavioral health building in Downieville. This is a barrier for peer support staff to overcome by moving to a non-stigmatizing space. Need for Wellness Center Space in Downieville.
12/07/16	Child Care Council, First 5 2 people	Phone	• Behavior Intervention Specialist is still a need. Implementation needs to take place as soon as possible with data driving the need to increase hours. Make sure available to East and West side of the County. • Utilize Nurturing Parenting classes in the home of families who are geographically isolated and have no transportation.
12/07/16	Sierra/Plumas Joint Unified School District	E-mail	• Really do not have anything pertinent to add to your report but concur that the relationship between our agencies, at least in my 3 1/2 year tenure, has been excellent. We center our work on shared issues and share precious resources as appropriate and wish to continue to work together on behalf of the Sierra County community—Superintendent
12/08/16	Public Health Supervisor	Face to Face	• Likes plan as it stands at this point in time.
12/08/16	Social Services Social Worker	Community planning meeting	• Would like to see collaboration between Social Services and MHSA to be able to introduce Trauma Informed Care practices and training. Possibly provide ACES trainings through the Prevention & Early Intervention programs.
12/08/16	3 or fewer Community Members Receiving Services	Community planning meeting	• Would like to see families dealing with addiction receive support through ALATEEN or ALANON. Especially if parent is involved in Drug Court. Like the idea of parenting supports for those families dealing with addiction and reducing risk factors associated with mental illness.
12/08/16	MHSA Coordinator	Community planning meeting	• Make sure to include Wellness Center under prevention and early intervention category to capture prevention and early intervention strategies.
12/08/16	MHSA Coordinator	Community planning meeting	• Make sure to address rent for wellness center space in Downieville.

On April 5, 2016 the Sierra County Board of Supervisors passed Resolution No. 2016-53 authorizing Sierra County Health & Human Services to employ extra help employees to provide outreach services to veterans within Sierra County. As a result of this resolution an ad hoc Sierra County Veterans Program Committee was established to brainstorm the creation of a Veterans' Program and how to best fund it through Health & Human Services.

The following meetings took place with stakeholders to determine and recognize the need to provide services and supports to Sierra County veterans.

Date 2016	Meeting Title	Attendee Representation	Outcomes
March 23	Veterans Ad Hoc Meeting	6 community members 1 Sierra County Health & Human Services Employee	Letter to the Sierra County Board of Supervisors and the Mental Health Advisory Board identifying need for Sierra County Veterans and creating an Ad Hoc Committee titled the "Sierra County Veterans Program"
June 17	Sierra County Veterans Program	4 stakeholders 1 Sierra County Government Representative 2 Sierra County Health & Human Services Employees	Present to the Mental Health Advisory Board the needs and rationale behind utilizing MHSA funds to create and fund a Veterans' Peer Support Specialist
July 7	Mental Health Advisory Board meeting	3 voting members of the MHAB 4 stakeholders 2 Behavioral Health employees	One Extra Help Veterans' Peer Support Specialist position under Prevention & Early Intervention approved. Create a Volunteer Veterans' Peer Support Program

During the July 7, 2016 Mental Health Advisory Board meeting it was determined to utilize the March 2016 Community Planning Process information along with attending other stakeholder meetings to identify any new, imperative needs to be included in the FY 2016/17 Annual Update. It was also decided, not include many new programs until the existing approved FY 15/16 Annual Plan Update was implemented and evaluated.

COMMUNITY SERVICES & SUPPORTS (CSS)

		ESTIMATED ANNUAL COST
I	Front Porch Program	$ 6,500
II	Community Academies	$ 10,000
III	Ways to Wellness	$ 5,000
IV	Sierra County Wellness Center	$ 50,000
V	Plumas Sierra Crisis Line	$ 6,000
VI	Integrated Primary Care & Mental Health	*
VII	Crisis Stabilization Unit	*
VIII	Insight Respite Center	*
IX	General Services	$300,000
X	Full Service Partnership	$591,600
XI	No Place Like Home	$ 75,000†
XII	Prudent Reserve	$ 50,000†
XIII	Reversion Funds Plan	$258,980†
IVX	Rural Border County Interagency Agreement(s)	*

* Cost to be absorbed through General Services or Full Service Partnership funds.

† Identified amounts are associated with these program/component balances to spend as identified in their descriptions.

CSS – Section I FRONT PORCH PROGRAM

STATUS		New	X	Continuing
EMPHASIS	X	General (Non-FSP)		Full Service Partnership (FSP)
AGE GROUP		Children (0-15)		
	X	Transitional Age Youth (16-25)		
	X	Adult		
	X	Older Adult		

PROGRAM DESCRIPTION

The Community Planning Process surveys conducted during the summer of 2018 included the geographically isolated communities of Pike/Allegany. Of the surveys collected 74% answered open ended questions addressing improving services. The resounding theme of the answers centered on more education about services offered as well as offering services in these isolated communities.

The Front Porch program involves peer support staff providing activities in geographically isolated communities while educating about available services, wellness and recovery. Activities and supportive conversation provide an organic opportunity to educate and learn about appropriate service needs along with providing them in a community defined culturally proficient manner to create equity. Identified needs in services will be shared with other agencies in the hopes of providing unique services to bridge the acknowledged gaps in services.

Sierra County Behavioral Health hopes to collaborate with Public Health in an effort to look at integrating services and presenting with an added whole health approach.

GOALS & OBJECTIVES

- To increase community knowledge of services and service access in isolated communities as identified during the Community Planning Process

OUTCOMES

- Identify underserved and unserved individuals
- Link to appropriate services

Status
While this program is part of the 2017-2020 Three Year Plan, Sierra County Behavioral Health has not been able to successfully implement this program.

Populations Served in FY 17/18 and FY 18/19
No individuals were engaged during both fiscal years.

The FY 17/18 Revenue & Expenditure Report shows a cost of $420. This cost is associated with administrative costs.

Key Activities FY 17/18 and FY 18/19
No key activities took place during both fiscal years linked to direct engagement and implementation of this program.

The Behavioral Health Coordinator identified this program as not being successfully implemented at Behavioral Health Advisory Board meetings as well as at Community Planning meetings.

Key Successes FY 17/18 and FY 18/19
No key success took place in FY 17/18 or FY 18/19.

Barriers or Challenges FY 17/18 and 18/19
Wellness Center growth and the loss of an extra-help peer support specialist lead to this program being put on the back burner.

Planned Activities FY 19/20
Sierra County Health & Human Services is in the process of collaborating with Plumas County Public Health in utilizing the Community Outreach Van. Sierra County Behavioral Health has employed .5 FTE Veteran Service Advocate. This individual will be on the Van as it travels through Sierra County. It is the intent of Sierra County Behavioral Health that this activity will start building trust between community members and our agency to determine a need for this program.

CSS – Section II COMMUNITY ACADEMIES

STATUS		New	X	Continuing
EMPHASIS	X	General (Non-FSP)	X	Full Service Partnership (FSP)
AGE GROUP		Children (0-15)		
	X	Transitional Age Youth (16-25)		
	X	Adult		
	X	Older Adult		

PROGRAM DESCRIPTION

Community Academy activities strive to educate and build trust with other community based-organizations to help reduce barriers associated with receiving behavioral health services. As such, a universal service strategy is used reaching community populations, to address Outreach and Engagement objectives. Cultural Proficiency will continue to be addressed through the Community Academies.

Historically, Community Academies have been successful in Sierra County as a venue to provide one day workshops featuring appropriate and knowledgeable speakers addressing relevant behavioral health topics. Community Academy topics can be determined through the Community Planning Process. A follow-up 'Bridges out of Poverty' workshop will be offered as a result of stakeholder interest in continuing to learn about strategies to improve relationships between different cultures and communities, along with reducing barriers to participating in behavioral health services.

Approximately 4 Community Academy Activities will be offered.

GOALS & OBJECTIVES

- To educate community members and other community-based agencies/organizations about available services and supports
- To improve relations between providers, overlapping influences, and different cultures and communities
- To educate community members and other community-based agencies/organizations to help dispel myths about living with severe mental illness and to promote wellness, recovery, and resiliency

OUTCOMES

- Increased knowledge and understating of Behavioral Health Services
- Increased partner capacity between providers, communities and overlapping influences
- Increased knowledge and understanding of Mental Illness

Status

No Community Academies were held in fiscal years 17/18 and 18/19.

Populations Served in FY 17/18 and FY 18/19
None

Key Activities FY 17/18 and FY 18/19
No key activities took place in FY 17/18.

During FY 18/19 a Strengthening Families Workshop took place. During the workshop it was determined that Trauma Informed Care trainings needed to take place.

Key Successes FY 17/18 and FY 18/19
No key success took place in FY 17/18 or FY 18/19.

Barriers or Challenges FY 17/18 and 18/19
There were no real barriers or challenges in either fiscal year. The Behavioral Health Coordinator did not focus on these activities.

Planned Activities FY 19/20
The Behavioral Health Coordinator is currently collaborating with First5 Sierra to provide Trauma Informed Care Trainings through the Community Academy venue.

CSS – SECTION III | WAYS TO WELLNESS

STATUS		New	X	Continuing
EMPHASIS	X	General (Non-FSP)	X	Full Service Partnership (FSP)
AGE GROUP		Children (0-15)		
		Transitional Age Youth (16-25)		
		Adult		
	X	Older Adult		

PROGRAM DESCRIPTION

The Ways to Wellness program was implemented from a direct result of an identified need to provide services to underserved or unserved community members living at the Senior Apartment Complex in Loyalton. Many of the community members living in the complex do not access services and supports located at Sierra County Behavioral Health in Loyalton. Peer Support Specialists facilitate this program.

This program is implemented to provide an environment where community members can learn creative wellness tools through positive activities aiding in reducing depression and loneliness and promote building relationships, supports and positive social activities through arts and crafts. WRAP's ideas are introduced and participation in completing an action plan is encouraged.

GOALS & OBJECTIVES

- Increase community member participation in creating WRAP© plans and understanding wellness and recovery
- Identify unserved and underserved community members within the older adult population

OUTCOMES

- Refer community members of the older adult population to services
- Community members of the older adult population will have completed WRAP© and have tools to promote wellness and recovery in their lives

Status

Ways to Wellness was implemented during both fiscal years.

Populations Served FY 17/18 and FY 18/19

The Senior population living at the Sierra Valley Senior Apartments were served in both fiscal years. This activity has been identified as being culturally aware as far as how and where it is delivered for participants. The program activities take place at the Sierra Valley Senior Apartments and provides an opportunity for those living there to socialize, reducing self-isolation due to a lack of transportation services.

During both fiscal years, individuals were served through the Ways to Wellness Program. The preferred language was English. Individuals identified as Caucasian and Hispanic. The age range served included those who fell in the adult (26-59) and older adult (60+) ages.

Key Activities FY 17/18 and 18/19

	FY 17/18	FY 18/19
Number of Activities	3	2
Activity Themes	• Importance of Self Care • Remembering to use Wellness Tools • Affirming positive aspects of life	• Remembering to use Wellness Tools • Emergency-to-go-bags/Needs of At-Risk older adults during emergencies

Key Successes FY 17/18 and 18/19

During both fiscal years, Individuals who would normally self-isolate were out in social settings. Individuals living at the Senior Apartments participated in activities that promoted community building within the complex itself.

Barriers or Challenges in FY 17/18 and FY 18/19

One challenge that occurs during the winter encompasses seniors walking over ice. Most often Sierra County Behavioral Health does not schedule activities for the months of January and February.

Partners in FY 17/18 and FY 18/19

During both fiscal years the Loyalton Senior Apartments partnered with Sierra County Behavioral Health by allowing the use of their community center as a place to facilitate this program.

Emergency Preparedness partnered with Sierra County Behavioral Health to implement and provide the Emergency-to-go-bags.

Planned Activities FY 19/20

Ways to Wellness will continue during FY 19/20 with no changes.

STATUS		New	X	Continuing
EMPHASIS	X	General (Non-FSP)	X	Full Service Partnership (FSP)
AGE GROUP	X	Children (0-15)		
	X	Transitional Age Youth (16-25)		
	X	Adult		
	X	Older Adult		

PROGRAM DESCRIPTION

Sierra County Wellness Center, located in Loyalton, is wellness-focused and provides integrated services that are supportive, alternative and unique to support community members on their recovery path. The Wellness Center strives to be culturally competent, member-driven, and wellness-focused. Peer Support Specialist staff is made up of peers with lived, personal experience. Peer Support Specialists are available to provide support, education, advocacy and hope to individuals during their unique wellness and recovery path. The Veterans' Peer Support Specialist is also housed at this site. Peer support staff provide services via the phone, home visits, and on site.

Downieville does not currently have a Wellness Center, however a Peer Support Specialist is available at the satellite Health and Human Services building located in Downieville. The same services can be provided at this site through collaboration with the Sierra County Wellness Center. It is Sierra County Behavioral Health's goal to find an appropriate setting to house and facilitate a Wellness Center in Downieville.

In general, the Wellness Center provides opportunities to find ways to increase the persons served ability to live life at its fullest. Services focus on:

- Wellness & Recovery Action Plans (WRAP©)
- Supportive Conversation
- Independent Living Skills
- Veterans Peer Support
- Connection with Workforce Alliance
- Art and Meaningful Activities
- Social Activities
- Living with challenges of mental illness
- Collaboration with other entities to provide identified individualized services not offered through the Wellness Center

As peer services have increase along with Wellness Center encounters rising the creation of another permanent part-time peer specialist position has been identified. The Mental Health Advisory Board has approved this additional position. There will now be two permanent part-time peer specialist positions and one extra-help position to provide peer support services.

GOALS & OBJECTIVES

- Utilization of WRAP© into everyday operation of Wellness Centers
- Provide ongoing daily group and individual opportunities for persons served to develop an understanding of wellness and recovery, and identify ways to implement these concepts in their lives
- Provide peer to peer support
- Continue to provide training and support for consumer support group facilitators
- To develop viable structures to obtain active input from persons served through the Behavioral Health Advisory Board

OUTCOMES

- Increase wellness and recovery activities
- Increase wellness center usage
- Increase partner capacity between providers, communities and overlapping influences
- Connecting persons served to appropriate services

Status

The Sierra County Wellness Center continues to grow and provide viable services to individuals living in Sierra County. The Wellness Center is funded through General Service Delivery, Full Service Partnership and Prevention funds. Information below applies to those individuals who are General Service Delivery Clients or Full Service Partnership Beneficiaries utilizing the Wellness center. Prevention services provided through the Wellness Center will be addressed under the Prevention & Early Intervention Component.

Populations Served in FY 17/18 and 18/19

The table below indicates the average cost per person served. The Sierra County Wellness Center serves the Full Service Partnership beneficiaries as well as those beneficiaries who are served through Behavioral Health as eligible to General Services.

	Populations Served FY 17/18	Populations Served FY 18/19
Number Served	Community Members	Community Members
Average Cost Per Person	$4,402	$4,015
Children Aged 0-15	Served under Prevention	Served under Prevention
Transitional Aged Youth 16-25	Served under Prevention	Served under Prevention
Adults 26-59	88%	67%
Older Adults 60+	12%	33%
Total Individuals Served	***	***
Demographics of Individuals Served	**Percent**	**Percent**
Gender (self-identified)		
Female	71%	50%
Male	29%	50%
Sexual Orientation (self-identified)		
Gay	0	8%
Race (self-identified)		
White	94%	92%
Latino	6%	8%
Black	0	0
Other	0	0
Unknown	0	0
Preferred Language		
English	94%	100%
Spanish	6%	0
Military Veteran		

Key Activities in FY 17/18 and FY 18/19

The Sierra County Wellness Center offered supportive conversation, WRAP education and implementation with community members, linkage to services, and support in community members' recovery goals.

Peer Support staff obtained and recertified certification in Wellness Recovery Action Plan implementation.

Key Successes in FY 17/18 and FY 18/19

To determine the type of need met, Maslow's Hierarchy of Needs was utilized. Maslow breaks down needs into two sections, Basic and Social Needs. The sub-categories associated with Basic Needs are Physiological (air, sleep, food, hunger, thirst, warmth) and Safety & Security (shelter, protection, safety & stability). Sub-categories falling under Social Needs are Love & Belonging (love, affection, family & relationships), Esteem (self-esteem, status, reputation) and Self Actualization (personal fulfilment).

The table below shows the number of individuals accessing the Wellness Center as Full Service Partnership partners or General Service Delivery beneficiaries and if their needs were Basic, Social or both.

Maslow's Hierarchy of Needs Sectioned Needs	FY 17/18 n=13	FY 18/19 n=12
Basic Needs	4	1
Social Needs	0	1
Both Basic & Social Needs	9	10
Total Service Hours	960	1,360

During both fiscal years individual needs were met. Individuals were assisted in obtaining housing. Individuals were supported in obtaining employment and job coaching was available to them. Individuals experiencing lack of resources were able to utilize the Wellness Center and Peer Support to increase their ability to connect with appropriate resources such as Social Security, Job Applications, resumes and reconnection to family members. Basic needs such as access to a phone, computer, shower, laundry, and kitchen services have been made available and utilized. Socializing and not participating in self-isolation for individuals has been encouraged through weekly activities.

Barriers or Challenges in FY 17/18 and FY 18/19
Transportation continued to be a barrier for individuals living in isolated communities wishing to access services. This barrier was alleviated, to a degree, with the purchase of the vehicle. The community members living in the West side of the county are still underserved.

Partners in FY 17/18 and FY 18/19
During both fiscal years the Wellness Center worked with various organizations/agencies while providing support to the identified needs of community members seeking services through the Wellness Center.

Planned Activities and Modifications in FY 19/20
Sierra County Behavioral Health will continue to provide supportive services for Full Service Partnership partners and those individuals being provided services through General Service Delivery.

Plans are in the works to have Wellness Center housed in a new building allowing for more peer lead activities and to provide more prevention services to youth. Under Prevention and Early Intervention component please see Wellness Center for more information pertaining to prevention.

CSS – SECTION V PLUMAS SIERRA CRISIS LINE

STATUS		New	X	Continuing
EMPHASIS	X	General (Non-FSP)	X	Full Service Partnership (FSP)
AGE GROUP	X	Children (0-15)		
	X	Transitional Age Youth (16-25)		
	X	Adult		
	X	Older Adult		

PROGRAM DESCRIPTION

Sierra County Behavioral Health provides a local crisis and resource line through collaboration with Plumas Crisis Intervention and Resource Center (PCIRC). Calls range from crisis intervention, supportive conversation, and identifying available resources for callers.

GOALS & OBJECTIVES

- To provide a local warm line as well as a crisis line

OUTCOMES

- Reduce crisis calls to emergency services
- Increased partner capacity between providers, communities and overlapping influences

Status

Sierra County Continues to provide funding to support the need for a local crisis line that can also provide local resources.

Populations Served in FY 17/18 and FY 18/19

The Plumas Sierra Crisis Line served community members of Sierra County. The annual cost of the Crisis Line is $6,000.

Key Activities and Key Successes in FY 17/18 and FY 18/19

Key activities and key successes lie in the fact that a local crisis line is offered to our community members when needed. The crisis line is used by Sierra County Residents.

Barriers or Challenges in FY 17/18 and FY18/19

Finding volunteers to man the crisis line can be a difficult task.

Planned Activities and Modifications in FY 19/20

Sierra County Behavioral Health will continue to fund this service through PCIRC as indicated in the 2017-2020 Three Year Plan.

CSS – SECTION VI INTEGRATED PRIMARY CARE & MENTAL HEALTH

STATUS	x	New		Continuing
EMPHASIS	X	General (Non-FSP)		Full Service Partnership (FSP)
AGE GROUP		Children (0-15)		
	X	Transitional Age Youth (16-25)		
	X	Adult		
	X	Older Adult		

PROGRAM DESCRIPTION

Some people who seek services at Sierra County Behavioral Health (SCBH) have conditions that do not qualify for county-based behavioral health services, or are resistant to be seen in a mental health services agency due to the stigma that they feel accompanies mental health care. Conversely, sometimes SCBH consumers have a difficult time navigating the medical system for a variety of reasons, which include feelings of being uncomfortable in medical waiting rooms and sometimes medical providers' inexperience treating mental illness.

SCBH is collaborating Eastern Plumas Health Care to provide a seamless bi-lateral referral system. Utilizing Peer Support Staff and the Wellness Center as the pivot point between the two providers will be key to the success of the referral system.

GOALS & OBJECTIVES

- To participate in countywide collaborative healthcare through continuum of care efforts
- Increasing health related peer run groups

OUTCOMES

- Refer persons served to primary care providers
- Connect persons served to primary care providers

Status

An agreement has not been reached between the two entities. It has been determined to not pursue a bi-lateral referral system at this time.

Populations Served in FY 17/18 and FY 18/19

No individuals have been served.

Key Activities FY 17/18 and FY 18/19

Sierra County Behavioral Health and Eastern Plumas Health Care met on two occasions during FY 17/18 to discuss a bi-lateral referral system. There was no conclusion to these meetings. Therefore, no agreements were reached.

No activities took place in FY 18/19.

Key Successes FY 17/18 and FY 18/19
There were no key successes in either fiscal year.

Barriers or Challenges FY 17/18 and 18/19
A lack of desire to create a bi-lateral referral system occurred based on a lack of understanding and trust between entities involved.

Planned Activities FY 19/20
A referral system is not being entertained at this time. There are no planned activities to take place during FY 19/20.

CSS – SECTION VII CRISIS STABILIZATION UNIT

STATUS		New		Continuing
EMPHASIS	X	General (Non-FSP)	X	Full Service Partnership (FSP)
AGE GROUP		Children (0-15)		
	X	Transitional Age Youth (16-25)		
	X	Adult		
	X	Older Adult		

PROGRAM DESCRIPTION

Sierra County Behavioral Health has contracted with Nevada County Behavioral Health so that Sierra County community members have access to a Crisis Stabilization Unit.

Nevada County Behavioral Health has contracted with Sierra Mental Wellness Group to provide Crisis Stabilization services at the CSU. The four (4) bed CSU is located in Grass Valley, California, 70 feet from the entrance of the Emergency Department of Sierra Nevada Memorial Hospital (SNMH). The CSU is part of a crisis continuum of care for residents of Sierra County. Individuals receive crisis services, including psychotherapy, medication services, and psychiatry for up to 23 hours per client event.

GOALS & OBJECTIVES

- Provide crisis stabilization

OUTCOMES

- Reduction of hospitalizations
- Reduction of utilization of local emergency services

Status
The contract with Nevada County Behavioral Health and Sierra County Behavioral Health has been maintained to increase the array of specialty services to Sierra County individuals.

Populations Served in FY 17/18 and FY 18/19
Any Sierra County resident experiencing crisis due to a mental illness has the opportunity to be provided services through the Crisis Stabilization Unit. Individuals were served through this specialty mental health service.

Key Activities FY 17/18 and FY 18/19
The contract was maintained during both fiscal years allowing for Sierra County eligible residents access to this specialty mental health service.

Key Successes FY 17/18 and FY 18/19
Same as above.

Barriers or Challenges FY 17/18 and 18/19
Transportation to the facility could be a challenge should there be not be a Sierra County Behavioral Health staff member available to transport an individual as a last resort.

Planned Activities FY 19/20
Sierra County Behavioral Health will continue to maintain a contract with Nevada County so that Sierra County residents have a means of accessing this specialty service.

CSS – SECTION VIII INSIGHT RESPITE CENTER (IRC)

STATUS		New		Continuing
EMPHASIS	X	General (Non-FSP)	X	Full Service Partnership (FSP)
AGE GROUP		Children (0-15)		
	X	Transitional Age Youth (16-25)		
	X	Adult		
	X	Older Adult		

PROGRAM DESCRIPTION

Sierra County Behavioral Health has contracted with Nevada County Behavioral Health to provide peer respite to eligible community members. The IRC provides a relaxed and welcoming home-like environment for individuals with mental health challenges who are going through an escalation of mental health symptoms, in order to prevent crisis intervention or hospitalization. Participants focus on their personal strengths and strive to gain emotional stability, balance, and resilience within their lives as they work with peer counselors and their fellow peers in the program toward their recovery. The IRC honors all aspects of the whole self of all persons involved. The leadership of people with lived experience is essential to the success of the IRC. Primarily peer counselors and others staff the IRC with lived experience. This wellness-, resiliency-, and recovery-oriented setting is less restrictive than a Crisis Stabilization Unit (CSU) or a psychiatric inpatient facility. The IRC facilitates communication and coordination across all components of the crisis continuum of care, including the Crisis Response Team at the local Emergency Department, CSU, and other service agencies involving a client's support network.

GOALS & OBJECTIVES

- Provide peer support services in a 24-7 wrap-around environment

OUTCOMES

- Reduction in symptom distress
- Competed Wellness Recovery Action Plans
- Enhanced recovery experience

Status
The contract with Nevada County Behavioral Health and Sierra County Behavioral Health has been maintained to increase the array of specialty services to Sierra County individuals.

Populations Served in FY 17/18 and FY 18/19
Any Sierra County resident meeting the eligibility requirements has the opportunity to be provided services through the Insight Respite Center (IRC). Individuals were served through this specialty mental health service.

Key Activities FY 17/18 and FY 18/19
The contract was maintained during both fiscal years should an individual have a need to access this service.

Key Successes FY 17/18 and FY 18/19
There were no key successes in FY 17/18.

During FY 18/19 Sierra County Behavioral Health made referrals to the Respite Center. Activities of daily living skills were increased making for positive outcomes.

Barriers or Challenges FY 17/18 and 18/19
Transportation to the facility could be a challenge should there be not be a Sierra County Behavioral Health staff member available to transport an individual as a last resort.

Planned Activities FY 19/20
Sierra County Behavioral Health will continue to maintain a contract with Nevada County so that Sierra County residents have a means of accessing this specialty service.

CSS – SECTION IX GENERAL SERVICES

STATUS		New		Continuing
EMPHASIS	X	General (Non-FSP)		Full Service Partnership (FSP)
AGE GROUP	X	Children (0-15)		
	X	Transitional Age Youth (16-25)		
	X	Adult		
	X	Older Adult		

PROGRAM DESCRIPTION

General Service Delivery improves the County's mental health service delivery system for all severely mentally ill or severely emotionally disturbed community members who receive services and/or to pay for specified mental health services and supports for clients, and/or when appropriate their families. General Service Delivery funds may only be used to pay for those portions of the mental health programs/services for which there is no other source of funding available.

Sierra County Behavioral Health utilizes General System Development and Services funds to provide and maintain appropriate continuum of care services identified for each individual. Sierra County population is so small, and the culture is such that group program offerings are not utilized resulting in services not being utilized. Therefore, there are times when services and intensity of services vary greatly from individual to individual.

Sierra County Behavioral Health will continue to utilize and maintain electronic health records. Electronic health records allow for the billing of Medi-Cal, along with analyzing data to drive programs. As such, software to support electronic health records or data mining may be purchased.

GOALS & OBJECTIVES

- Operate programs to provide mental health services to individuals and when appropriate the individuals' families who are eligible through Welfare and Institutions Code Section 5600.3 (a), (b) or (c).

OUTCOMES

- Increased mental health treatment services and supports, including alternative and culturally specific treatments.

Status
Implemented with progress made to achieve its objectives.

Populations Served in FY 17/18 and FY 18/19

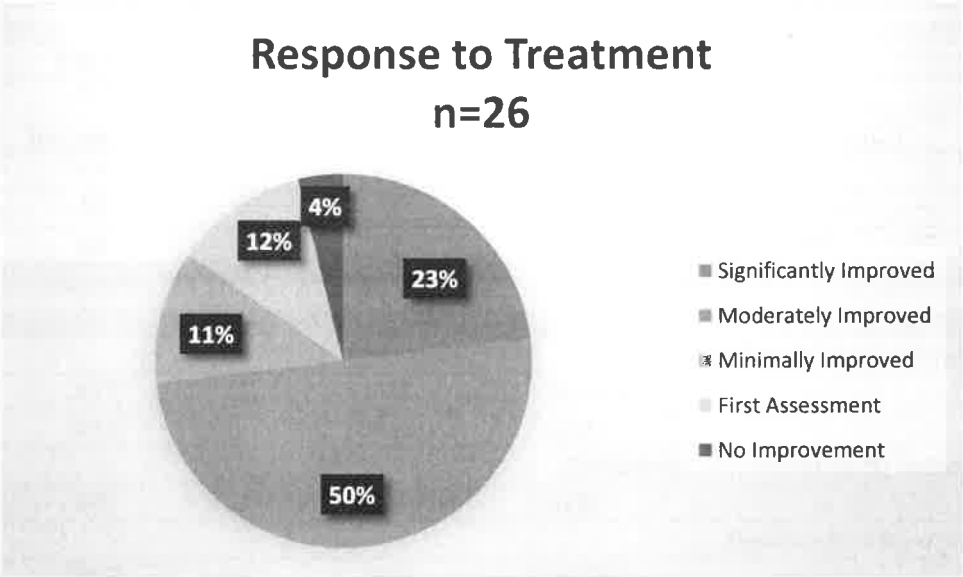
Since FY 15/16 there has been a 21% increase in individuals seeking services through General Service Delivery. Fifty-seven (57) individuals were served in FY 17/18 and 56 individuals were served in FY 18/19. The table below indicates the populations served. Few Children (0-15) and no Transitional Aged Youth (TAY) (16-25) were served through General Service Delivery. To better utilize Prevention and Early Intervention (PEI) Funds it has been was decided in FY 16/17 to fund the first 18 months of children and TAY under the PEI component as regulations allow.

The table below demonstrates populations served.

	Populations Served FY 17/18	**Populations Served FY 18/19**
Number Served	Community Members	Community Members
Average Cost Per Person	$6,000	$4,867
Children Aged 0-15	***	***
Transitional Aged Youth 16-25	Not Served	Not Served
Adults 26-59	39	37
Older Adults 60+	15	17
Total Individuals Served	57	56
Demographics of Individuals Served	**Percent**	**Percent**
Gender (self-identified)		
Female	74%	77%
Male	26%	23%
Sexual Orientation (self-identified)		
Gay	Not Served	2%
Race (self-identified)		
White	91%	92%
Native American	3%	4%
Black	2%	Not Served
Other	2%	2%
Unknown	2%	2%
Preferred Language		
English	100%	100%
Military Veteran	2%	Not Served

Key Activities in FY 17/18 and FY 18/19
Mental Health Services included medication management, therapy, and case management. Peer support was offered through the Wellness Center. To ensure individualized continuum of care was recognized and acted upon, transportation to mental health services and medical appointments was provided. Medications were also provided, when necessary, to maintain the level of functioning identified within individual treatment plans and to alleviate crisis situations occurring from an interruption in medication management.

Key Successes in FY 17/18 and 18/19
During FY 18/19 a Response to Treatment assessment was created and implemented. The Response to Treatment assessment is a based on improvement within an individual's annual mental health assessment. Outcomes are meant to determine if treatment strategies are being successfully engaged by the client, thereby improving the quality of their life. Twenty-six (26) individuals were assessed or have participated in an initial assessment to date.



Barriers or Challenges in FY 17/18 and 18/19
There were no real barriers during FY 17/18. During FY 18/19 we lost 70% of the behavioral health clinical team due to health concerns. Through teamwork and collaborative efforts, individuals were served as best as possible for approximately 5 months. Currently, we are back to being fully staffed.

Partners in FY 17/18 and FY 18/19
SCBH contracts with Placer County Behavioral Health to implement the Placer/Sierra County Mental Health Plan. SCBH benefits from partnering with Placer County Behavioral Health in meeting state and Medi-Cal requirements.

Planned Activities and Modifications in FY 19/20
SCBH will continue to provide identified needed services to individuals meeting the MHSA criteria. Individualized and appropriate continuum of care serves will continue to be offered. Continuum of

care needs are not always recognized in advance as each individual requires services and supports to meet their unique treatment plans and circumstances. Every effort will be made to provide appropriate continuum of care services.

Increasing service numbers, needs, and modalities of services offered has impacted office space. Office space may be rented and furniture will be purchased to meet these increased needs.

CSS – SECTION X FULL SERVICE PARTNERSHIP

STATUS		New	X	Continuing
EMPHASIS		General (Non-FSP)	X	Full Service Partnership (FSP)
AGE GROUP	X	Children (0-15)		
	X	Transitional Age Youth (16-25)		
	X	Adult		
	X	Older Adult		

PROGRAM DESCRIPTION

The Full Service Partnership (FSP) program is best defined as a collaborative relationship between the county and community members of all ages who live with severe mental illness (SMI) or live with a severe emotional disturbance (SED), and when appropriate the community member's family, by expanding mental health services and supports and providing the full spectrum of community services so that the community member can achieve their individualized identified goals. Sierra County Behavioral Health staff serve as active partners to FSP partners increasing the coordination of care within the community or need-based, appropriate services which are not offered in Sierra County. The team composed of Sierra County Behavioral Health staff and individuals identified by the FSP partner offers strength-based, client/family-directed, individualized mental health and wrap-around services and supportive funding to:

- *Children and Youth* with SED who have experienced school disciplinary problems or academic failure, are in or at risk of out-of-home placement, or are at risk of involvement in the juvenile justice system.
- *Transitional-Age Youth* with SED who are at risk of or have juvenile justice system involvement, co-occurring disorders, risk of homelessness or involuntary hospitalization, or institutionalization.
- *Adults* with SMI who are homeless or at risk of homelessness, have co-occurring substance use disorders, are involved in the criminal justice system, or have had frequent hospitalizations or use of emergency room services for psychiatric problems.
- *Older Adults* with SMI who are homeless or at risk of homelessness, are frequent users of emergency psychiatric services or hospitalizations, have reduced functioning due to health problems, or are isolated or at risk of suicide.

GOALS & OBJECTIVES

- Provide culturally competent services and supports
- Implement Individualized Services and Supports Plan

OUTCOMES

- **Increased attainment of identified goals in the Individual Services and Supports Plan**

Populations served in FY 17/18 & FY 18/19

Full Service Partnerships	Populations Served FY 17/18	Populations Served FY 18/19
Number Served	***	***
Average Cost Per Person	$26,660	$21,192
Children Aged 0-15	Served	Not Served
Transitional Aged Youth 16-25	Served	Served
Adults 26-59	Served	Served
Older Adults 60+	Served	Served
Demographics of Individuals Served	**Percent**	**Percent**
Gender		
Female	50%	55%
Male	50%	45%
Sexual Orientation (self identified)		
Gay	Not Served	9%
Ethnicity		
Caucasian	100%	91%
Latino	Not Served	9%
Preferred Language		
English	100%	100%
Military Veteran	Not Served	Not Served

Key Successes in FY 17/18 and FY 18/19
Higher levels of care and supports for FSP Partners were provided, including strengthened wrap-around services for clients, providing access to case management and medication support, as well as a continuum of services across the county. Service providers outside of Sierra County were deemed necessary and appropriate as part of recovery through the identified goals of partners.

In FY 17/18 key successes can be summed up through the program description of providing higher levels of care to support FSP partners in obtaining their recovery goals, living in their community and living in least restrictive environments. Peer Support and the Wellness Center played a large role in working towards and meeting recovery goals.

In FY 18/19 two individuals met their ISSP goals and graduated from the Full Service Partner program. Other individuals made progress towards their obtaining their ISSP goals.

Barriers or Challenges in FY 17/18 and 18/19
Stigma associated with mental health is still a barrier to overcome in Sierra County. Couple this with the small population and a perceived or real (due to the fact that most everyone has a social or family connection in Sierra County) lack of anonymity, individuals may choose not to seek help.

Housing availability in Sierra County is very limited. This creates a barrier when trying to achieve independent living goals for community members receiving services.

Intensive crisis stabilization services along with board and care providers are not available in Sierra County, thus out-of-county services must be sought and can be quite expensive. There are times when no beds are available creating some difficult situations where unique problem-solving must be employed.

Partners in FY 17/18 and 18/19
Sierra County Behavioral Health collaborated with multiple local agencies, as appropriate, in providing a higher level of care. Contracts with Nevada County to provide higher levels of care were maintained.

Planned Activities in FY 19/20
Sierra County Behavioral Health will continue to provide and expand mental health services and supports to community members living with the symptoms of SMI or dealing with SED. Sierra County Behavioral Health staff will continue to remain active participants with FSP partners to increase coordination of services and supports. Individual identified needs will continue to be provided to community members who are FSP partners.

Peer support services and the Wellness Center will continue to be offered to FSP partners. Peer Support services will be provided through the Downieville Satellite office of Behavioral Health as well as in Loyalton.

CSS – Section XI NO PLACE LIKE HOME

STATUS	X	New		Continuing
EMPHASIS	X	General (Non-FSP)	X	Full Service Partnership (FSP)
AGE GROUP	X	Children (0-15)		
	X	Transitional Age Youth (16-25)		
	X	Adult		
	X	Older Adult		

PROGRAM DESCRIPTION

The No Place Like Home (NPLH) Program was established by Part 3.0 of Division 5 of the Welfare and Institutions Code (commencing with Section 5849.1) enacted in 2016. The NPLH Program provides various means of financing to counties investing in permanent supportive housing for persons who are in need of mental health services and are experiencing homelessness, chronic homelessness, or are at risk-of chronic homelessness within the county. Before NPLH funds are available for Sierra County, the county is applying for the NPLH Technical Assistance grant. Sierra County Behavioral Health will be using the technical assistance funds to conduct activities which support feasibility, planning and design of permanent supportive housing.

GOALS & OBJECTIVES

- To create a homeless plan for Sierra County
- To coordinate with local homelessness systems, including Coordinating Entry Systems
- To coordinate and partner with other county and community providers to increase understanding of the intersections and overlapping needs of these providers' shared homeless persons.

OUTCOMES

- Identify housing needs
- Reduce homelessness for persons who meet criteria

Status

Populations Served in FY 17/18 and FY 18/19
No actual individuals were served.

Key Activities FY 17/18 and FY 18/19
Sierra County Behavioral Health applied for the TA funds during FY 17/18.

During FY 18/19 Sierra County Behavioral Health has become involved as active participants in the Regional Continuum of Care and the Plumas-Sierra Continuum of Care.

Key Successes FY 17/18 and FY 18/19
During FY 18/19 Sierra County Behavioral Health successfully partnered with Plumas County to move forward with establishing a potential contract for NPLH. **Barriers or Challenges FY 17/18 and 18/19**

Partners in FY 17/18 and 18/19
Sierra County partnered with Plumas County, the Regional Continuum of Care, Sierra County Social Services, and the Family Resource Center.

Planned Activities FY 19/20
Implementation of contract with Housing Tools and the implementation of the homeless plan. Partnering with the Family Resource Center to utilize the Homeless Management Information Systems (HMIS).

CSS – SECTION XII PRUDENT RESERVE

STATUS		New	X	Continuing
EMPHASIS	X	General	X	Full Service Partnership (FSP)
AGE GROUP	X	Children (0-15)		
	X	Transitional Age Youth (16-25)		
	X	Adult		
	X	Older Adult		

PROGRAM DESCRIPTION

Pursuant to WIC Section 5847(a)(7), each County is required to establish and maintain a prudent reserve fund. Sierra County Behavioral Health maintains a prudent reserve fund at the local level to ensure services do not have to be significantly reduced in years in which Prop. 63 revenues are below the average previous years.

SB 192 was filed with the Secretary of State on September 10, 2018. This requires a 33% cap of the average community services and support revenue received in the preceding 5 years. As such, Sierra County will be maintaining this 33% cap in our Prudent Reserve fund.

Audit exceptions identified through the triennial review of Placer/Sierra County Mental Health Plan's implementation of Medi-Cal Specialty Mental Health Services may also be funded by the prudent reserve should audit exception expenditures significantly reduce services.

GOALS & OBJECTIVES

- Maintain Prudent Reserve fund cap balance.

OUTCOME

- Maintain fiscal capacity to provide Specialty Mental Health Services through CSS component
- Fund audit exceptions

Status
Sierra County Behavioral Health continues to maintain a Prudent Reserve account.

During FY 18/19 SB 192 was filed with the Secretary of State. SB 192 requires that maximum Prudent Reserve amounts counties may fund shall not exceed 33% of the average community services and support revenue received for the fund in the preceding 5 years. It does need to be noted that this new regulation does not give Sierra County a balance that would maintain Community Services and Supports funding at its annual funding level.

Planned Activities and/or Modifications FY 19/20

Sierra County Behavioral Health will be transferring the identified funds needing to be transferred from Prudent Reserve to Community Services and Supports and Prevention and Early Intervention. These funds will be identified as first dollars to be spent in each component during FY 19/20.

Maintain Prudent Reserve fund cap balance.

CSS – SECTION XIII REVERSION FUNDS PLAN

STATUS	X	New		Continuing
EMPHASIS	X	General (Non-FSP)	X	Full Service Partner (FSP)
AGE GROUP	X	Children (0-15)		
	X	Transitional Age Youth (16-25)		
	X	Adult		
	X	Older Adult		

PROGRAM DESCRIPTION

Pursuant to Welfare and Institutions Code (WIC) Section 5892.1, Assembly Bill 114 (Chapter 38, Statutes of 2017) states that all unspent Mental Health Services Funds subject to reversion as of July 1, 2017 are deemed to have been reverted and reallocated to the county of origin for the purposes for which they were originally made available.

GOALS & OBJECTIVES

- Should the need arise, utilize unspent CSS funds to contribute to Capital Facilities Funds in the building project of expanding the Wellness Center (located at 207 Front Street, Loyalton) and building a Behavioral Health Building to expand and enhance current services (located at 704 Mill Street, Loyalton).
- Utilize CSS Reversion Funds as oldest funding dollars within the CSS component and utilize during FY 19/20 as such.

OUTCOME

- Expend indicated funds as identified above by July 1, 2020
- Funds will have contributed to the building projects associated with 207 Front Street and 704 Mill Street to expand and enhance services

Status
To date no funds have been spent towards the expansion of the Wellness Center located at 207 Front Street nor to build a new Behavioral Health Building to expand and enhance current services.

Populations Served in FY 17/18 and FY 18/19
No actual individuals were served.

Key Activities FY 17/18 and FY 18/19
No key activities took place during FY 17/18 or FY 18/19 regarding the Reversion Fund Plan.

Key Successes FY 17/18 and FY 18/19
During FY 18/19 Reversion fund balances were balanced and recognized between the state and Sierra County Behavioral Health's fiscal department.

Barriers or Challenges FY 17/18 and 18/19
Supporting building projects as identified above as part of this reversion fund plan did not come to fruition. Costs to expand the Wellness Center were greater than budgeted. Sierra County received bids which were not within an acceptable project expense range nor time line. It also became apparent that a new Behavioral Health Building could not be built within an acceptable budget.

Partners in FY 17/18 and 18/19
Sierra County Behavioral Health partnered with Sierra County Planning Department to provide Public Works project oversight and accountability.

Planned Activities FY 19/20
Sierra County Behavioral Health will be utilizing the Reversion Funds as first dollar to fund programs within Community Services funding.

Utilizing the funds to contribute to the two building projects is no longer a need based on the deletion of the Behavioral Health Building project. See the Capital Facilities Funds plan to learn more.

CSS – SECTION IVX RURAL BORDER COUNTY INTERAGENCY AGREEMENT(S)

STATUS	X	New		Continuing
EMPHASIS	X	General (Non-FSP)	X	Full Service Partner (FSP)
AGE GROUP	X	Children (0-15)		
	X	Transitional Age Youth (16-25)		
	X	Adult		
	X	Older Adult		

PROGRAM DESCRIPTION

Due to the rural nature of Sierra County and bordering counties, geographic isolation is a constant challenge and/or barrier in receiving services. For example, Behavioral Health Services are located in Loyalton where the Plumas County line is approximately three miles away. An individual and/or family living in Plumas County (outside of the Sierra County line at a distance of approximately 3 to 5 miles out) shops, receives mail, attends school, church and social functions in Loyalton. These bordering county residents consider themselves and are considered as part of the community of Loyalton. Satellite Plumas County Behavioral Health services are approximately 30 miles away from the individual/families' home. There are no transportation services available for the geographically isolated residents who identify their community as Loyalton.

Providing successful continuum of care services that are not fragmented is essential to reaching one's recovery goals. Bordering county families with children who attend school in Sierra County specifically encounter fragmentation of services. Creating an Interagency Agreement with bordering counties would allow the unserved/underserved community member/family to receive seamless, cultural specific continuum of care services in the community they identify with.

GOALS & OBJECTIVES

- Research, create and implement a Rural Border County Interagency Agreement meeting the needs of individuals/families living in a border county situation
- Create and implement a Rural Border County Interagency Agreement allowing border counties to benefit from serving individuals/families living in a border county situation

OUTCOME

- Maintain and increase border county residents' ability to access services

Status

An agreement between participating agencies has not been reached at this point in time. Sierra County Behavioral Health provided continuum of care services, up to 6 months, for individuals who have moved outside of the county to find housing.

PREVENTION & EARLY INTERVENTION (PEI)

		ESTIMATED ANNUAL COST
I	Music Together	$ 0
II	Nurturing Parenting	$ 34,000
III	Early Intervention Treatment	$100,000
IV	Veterans' Peer Support Specialist	$ 40,000
V	Student/Parent Navigation	$ 26,000
VI	Behavior Intervention Specialist	$ 50,000
VII	Mental Health First Aid Training	$ 4,000
VIII	safeTALK© Training	$ 4,000
IX	Applied Suicide Intervention Skills Training	$ 7,000
X	Sierra County Wellness Center	$ 75,000
XI	Reversion Funds Plan	$771,611

PREVENTION & EARLY INTERVENTION (PEI) Overview

Purpose

The intent of the Prevention & Early Intervention (PEI) component is to prevent mental illness from becoming severe and disabling. The programs are designed to bring about positive mental health outcomes either for individuals and families with or at risk of serious mental illness. These programs can be stand-alone organized and planned work activities, actions or approaches. The PEI component must include the following types of programs (if combined, the County shall estimate the percentage of funds dedicated to each program):

- at least on Early Intervention program;
- at least one Outreach for Increasing Recognition of Early Signs of Mental Illness program;
- at least one Prevention program;
- at least one Access and Linkage to Treatment Program;
- at least one Stigma and Discrimination Reduction Program; and
- may include one or more Suicide Prevention Programs.

Definition of Programs

Early Intervention: Treatment and other services and interventions, including relapse prevention, to address and promote recovery and related functional outcomes for a mental illness early in its emergence. Early intervention shall not exceed 18 months, unless the person is identified as experiencing first onset of a serious mental illness, or emotional disturbance with psychotic features, in which case early intervention services shall not exceed four years. Serious mental illness or emotional disturbance with psychotic features means schizophrenia spectrum, other psychotic disorders, and schizotypal personality disorder. These disorders include abnormalities in one of the five domains: delusions, hallucinations, disorganized thinking (speech), grossly disorganized or abnormal motor behavior (including catatonia, and negative symptoms).

Outreach for Increasing Recognition of Early Signs of Mental Illness: A process of engaging, encouraging, educating, an/or training, and learning from potential responders about ways to recognize and respond effectively to early signs of potentially severe and disabling mental illness. Potential responders include, but are not limited to families, employers, primary health care providers, law enforcement, and school personnel. Outreach may include reaching out to individuals with signs and symptoms of a mental illness so they can recognize and respond to their own symptoms.

Prevention: A set of related activities to reduce risk factors for developing a potentially serious mental illness and to build protective factors. Examples of risk factors include, but are 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, experience of racism and social inequality, having a previous mental illness, a previous suicide attempt, or having a family member with a serious mental illness.

Access and Linkage to Treatment: A set of related activities to connect children, adults and seniors with severe mental illness, as early in the onset of these conditions as practicable to medically necessary care and treatment, including, but not limited to, care provided by county mental health programs. Examples include screening, assessment, referral, telephone help lines, and mobile response.

Stigma and Discrimination Reduction: Activities to reduce negative feelings, attitudes, beliefs, perceptions, stereotypes and/or discrimination related to being diagnosed with a mental illness, having a mental illness, or to seeking mental health services and to increase acceptance, dignity, inclusion, and equity for individuals with mental illness, and members of their families.

Suicide Prevention: Organized activities that the County undertakes to prevent suicide as a consequence of mental illness. This program does not focus on or have intended outcomes for specific individuals at risk of or with serious mental illness. Programs include, but not limited to, public and targeted information campaigns, suicide prevention hotlines, training, and education.

The following Strategies are to be used in each of the above programs:
1. **Access and Linkage:** Connecting people with severe mental illness, as early in the onset of these conditions as practicable to medically necessary care and treatment, including but not limited to care provided by county mental health programs.
2. **Timely Access to Mental Health Services for Underserved Populations (individuals and families)**: Increase the extent to which an individual or family from an underserved population who needs mental health services because of risk or presence of a mental illness receives appropriate services as early in the onset as practicable, through program features such as accessibility, cultural and language appropriateness, transportation, family focus, hours available and cost of services.
3. **Stigma and Discrimination reduction**: Promoting, designing and implementing programs in ways that reduce and circumvent stigma, including self-stigma, and discrimination related to being diagnosed with a mental illness, having a mental illness or seeking mental health services, and making services accessible, welcoming and positive.

The County shall use the following Effective Methods to produce intended outcomes:
1. Evidence-based practice standard: Activities for which there is scientific evidence consistently showing improved mental health outcomes for the intended population, including, but not limited to, scientific peer-reviewed research using randomized clinical trials.
2. Promising practice standard: Programs and activities for which there is research demonstrating effectiveness, including strong quantitative and qualitative data showing positive outcomes, but the research does not meet the standards used to establish evidence-based practices and does not have enough research or replication to support generalizable positive public health outcomes.
3. Community and/or practice-based evidence standard: A set of practices that communities have used and determined to yield positive results by community consensus over time, which may or may not have been measured empirically. Community and/or practice-defined evidence takes a number of factors into

consideration, including worldview, historical, and social contexts of a given population or community, which are culturally rooted.

Demographic Information:

The Prevention, Early Intervention, Outreach for Increasing Recognition of Early Signs of Mental Illness, and the Access & Linkage to Treatment Programs all require collection of demographic information. The Stigma & Discrimination Reduction and the Suicide Prevention Programs do not have this requirement.

Funding requirement for Prevention and Early Intervention (PEI) component:

The State requires at least fifty-one (51%) of the PEI plan budget must be dedicated to individuals who are 25 years old or younger. Programs that serve parents, caregivers, or family members with the goal of addressing MHSA outcomes for children or youth at risk of or with early onset of a mental illness can be counted as meeting this requirement. Small counties may opt out of this requirement by illustrating a need, having it go through the Community Planning Process and being approved by the Board of Supervisors. Sierra County's population is over 75% adults. The Behavioral Health Advisory Board has recognized a need to not be restricted to the 51% spending requirement. They believe Sierra County has a need to provide prevention services to all ages of community members.

PEI – SECTION I | MUSIC TOGETHER

STATUS		New	X	Continuing
EMPHASIS		Prevention	X	Early Intervention
AGE GROUP	X	Children (0-15)		
	X	Transitional Age Youth (16-25)		
	X	Adult		
	X	Older Adult		

COMPONENT		Outreach for Increasing Recognition Early Signs of Mental Illness
	X	Reduction in Mental Illness Stigma
		Reduction in Discrimination Against Mentally Ill
	X	Access and Linkage to Medically Necessary Care

NEGATIVE OUTCOME REDUCTION		Homelessness		School Failure
		Incarcerations		Suicide
	X	Prolonged Suffering		Unemployment
	X	Removal of Children from their homes		

STRATEGY	X	Universal		Selective		Indicative

PROGRAM DESCRIPTION

Music Together provides a universal service strategy targeted to children and families to reduce stigma, improve timely access to services for underserved populations. Music Together is an internationally recognized early childhood education music and movement program, the curriculum of which is employed to provide a prevention and early intervention program offered to community members and their young children to increase access and linkage to services while reducing stigma associated with mental illness, as well as accessing supports and service through SCBH.

A Licensed Marriage Family Therapist (LMFT) facilitates Music Together in the pre-school setting every other week during the school year. Modeling from the facilitator not only takes place for the child, it also enables the teachers, parents, aides, and caregivers to apply age-appropriate, positive interaction in school and at home.

The implementation of the Music Together program allowed for SCBH staff to build trust on a personal level with school staff. A direct result of trust being built between the schools and SCBH can be realized in the actions of school staff reaching out to SCBH staff for assistance with students displaying signs of behavior issues.

Within the small communities of Sierra County, building trust on an individual basis equates to the reduction of stigma. The implementation of Music Together permitted both trust building and stigma reduction, allowing Sierra Plumas Joint School District and SCBH a future in collaborative efforts.

GOALS & OBJECTIVES

- Changes in attitudes, knowledge and/or behavior related to seeking mental health services
- Changes in attitudes, knowledge and behaviors towards stigma related to mental illness

OUTCOME REDUCTION

- Stigma reduction
- Increased access & linkage to Behavioral Health Services

Status
Music Together was implemented in FY 17/18. Music Together was not continued in FY 18/19 due to space not being available as well as the MFT no longer able to implement the program.
Populations Served FY 17/18:
Pre-School aged children, parents and grandparents were served during FY 17/18. A total of 25 pre-school aged children were served. There were 17 males and 8 females who participated in the program. Other demographic information was unavailable.

The average cost per person was $4.40 per month. Time study information was not available to give a more accurate cost per person.

Key Activities FY 17/18:
Music Together sessions were provided to community members with 0-5 year olds during FY 17/18.

Key Successes and/or Outcomes FY 17/18:
With the SCBH MFT implementing the program, there was stigma reduction that took place through meeting a Behavioral Health employee who was not in the Behavioral Health setting.

Barriers and Challenges FY 17/18:
Engaging parents to participate in Music Together was a challenge.

Partners in FY 17/18:
Sierra Kids and First 5 continued to be partners during FY 17/18.

Planned Activities and Modifications in FY 19/20:
Music Together will no longer be implemented through Sierra County Behavioral Health. There has been interest shown by a community member to continue to implement the program. This individual is working with First5 to become certified to facilitate Music Together. Sierra Kids is willing to collaborate with the community member so that the program will become self-sustaining through other community resources.

PEI – SECTION II NURTURING PARENTING

STATUS		New	X	Continuing
EMPHASIS	X	Prevention	X	Early Intervention
AGE GROUP	X	Children (0-15)		
	X	Transitional Age Youth (16-25)		
	X	Adult		
	X	Older Adult		

COMPONENT		Outreach for Increasing Recognition Early Signs of Mental Illness
	X	Reduction in Mental Illness Stigma
	X	Reduction in Discrimination Against Mentally Ill
	X	Access and Linkage to Medically Necessary Care

NEGATIVE OUTCOME REDUCTION		Homelessness	X	School Failure
		Incarcerations	X	Suicide
	X	Prolonged Suffering		Unemployment
	X	Removal of Children from their homes		

STRATEGY	X	Universal	X	Selective	X	Indicative

PROGRAM DESCRIPTION

During the latest 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 is a first step in reducing immerging mental health issues. Depending on the setting and venue in which the classes/supports are offered, universal, selective, or indicated service strategies will be employed with a target population of community members, children, youth, and families.

Current identified partners consist of the High Sierra Family Resource Center, Social Services, and First 5 Sierra. These partners are willing to leverage funds and resources to increase the breadth of parenting programs purchased, geographic areas reached, and target populations served.

At the very end of FY 15/16 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, High Sierra Family Resource Center was able to purchase comprehensive program material through leveraging funding between Social Services and First 5 Sierra. SCBH will be providing training to implement the Nurturing Parenting program with fidelity. The training will take place in-county to allow for multiple agencies/organizations and community members to be trained as Nurturing Parenting facilitators.

GOALS & OBJECTIVES

- Improve family relationships

- Improve social functioning

OUTCOME REDUCTION

- Reduce risk-factors associated with emotional disturbance and/or mental illness
- Reduce recidivism of child abuse and neglect

Status
Parenting Program implemented as indicated in the 2017-2020 MHSA Three Year Plan.

Populations Served FY 17/18 and FY 18/19
During FY 17/18 families were served through the High Sierras Family Center. Families self-identified as Hispanic and Caucasian. Of the families participating, some had both parents participating and others had one parent participating. The average cost per family was approximately $7,490.

Information for FY 18/19 is not yet available. It will be included in the Prevention and Early Intervention Report for FY 18/19. Families participated in Nurturing Parenting programs.

Key Activities FY 17/18 and FY 18/19
During FY 17/18 activities were provided in homes, High Sierras Family Center and the Sierra City Library.

Outreach and engagement activities were conducted to educate about the importance of family functioning in reducing risk factors for youth. These activities were considered prevention activities.

During FY 18/19 families were engaged in Nurturing Parenting. More information is not available at this time.

Key Successes in FY 17/18 and 18/19
Families participating in Nurturing Parenting showed improvement within areas of identified risk factor sections. The results below are derived from Nurturing Parenting Pre and Post assessments. Based on experiencing and observing the assessments facilitators have found there may be some discrepancy when evaluating the areas of risk factors between the pre-assessment and the post-assessment. During the pre-assessment parents may be unwilling to disclose their true attitudes and beliefs for fear of being negatively judged. When a parent is participating in the post-assessment, they have established a trusting relationship with the facilitator and will tend to participate in the assessment with more honesty.

Risk Factors	Risk Factor Reduced	Risk Factor No Change	Risk Factor Increased
Inappropriate Expectations	50%	25%	25%
Low Level of Empathy	100%	0%	0%
Strong Belief in Value of Corporal Punishment	75%	25%	0%
Reverses Family Roles	50%	25%	25%
Restricts Power-Independence	50%	50%	0%

The results below are derived from Nurturing Parenting Pre and Post assessments. Based on experiencing and observing the assessments facilitators have found there may be some discrepancy when evaluating the areas of risk factors between the pre-assessment and the post-assessment. During the pre-assessment parents may be unwilling to disclose their true attitudes and beliefs for fear of being negatively judged. When a parent is participating in the post-assessment, they have established a trusting relationship with the facilitator and will tend to participate in the assessment with more honesty.

During FY 18/19 families participated in Nurturing Parenting. Outreach and Engagement activities took place as well. Data collected has not yet been analyzed to include in this report.

Challenges and Barriers in FY 18/19 and FY 18/19
There were no real challenges in implementing this program during both years. However, a barrier that has been encountered is the fact that our communities are so small there is no anonymity when participating in programs. Therefore, many individuals will not participate due to fear of judgement.

Partners in FY 18/19 and FY 19/20
Sierra County Behavioral Health contracted with Sierra County Child Abuse Council to implement and facilitate this program.

Planned activities and modifications in FY 19/20
This program will continue as indicated in the 2017-2020 MHSA Three-Year Plan. Facilitator training will be funded through Sierra County Behavioral Health as staff members within High Sierras Family Center have changed as well as Sierra County Sierra County Health & Human Services. This training needs to take place to ensure fidelity to the program.

PEI – SECTION III LINKAGE TO YOUTH SERVICES

STATUS		New	X	Continuing
EMPHASIS		Prevention	X	Early Intervention
AGE GROUP	X	Children (0-15)		
	X	Transitional Age Youth (16-25)		
		Adult		
		Older Adult		

COMPONENT		Outreach for Increasing Recognition Early Signs of Mental Illness
		Reduction in Mental Illness Stigma
		Reduction in Discrimination Against Mentally Ill
	X	Access and Linkage to Medically Necessary Care

NEGATIVE OUTCOME REDUCTION		Homelessness	X	School Failure
		Incarcerations	X	Suicide
	X	Prolonged Suffering		Unemployment
	X	Removal of Children from their homes		

STRATEGY		Universal		Selective	X	Indicative

PROGRAM DESCRIPTION

Under the Early Intervention regulations; identified, appropriate treatment up to 18 months can be funded through Early Intervention. Individuals do not have to be living with Severe Mental Illness or be severely emotionally disturbed to access services through the Prevention and Early Intervention funding stream category. Utilizing services under Early Intervention allows underserved or unserved community members to receive early intervention treatment services.
Underserved/ Unserved definitions

Youth who live in Sierra County are historically underserved and unserved through a health disparity of a lack of services.

Health disparities due to lack of access to health care and mental health, geographic isolation, lack of housing stock.

Health inequities occur in sierra county with drug use, self-isolation, unaddressed trauma making for youth being at risk of mental illness, lack of social skills

GOALS & OBJECTIVES

- Provide relapse prevention
- Provide services to address and promote recovery along with related functional capabilities

OUTCOME REDUCTION

- Suicide
- Incarcerations
- School failure or dropout
- Unemployment
- Prolonged suffering
- Homelessness
- Removal of children from their homes

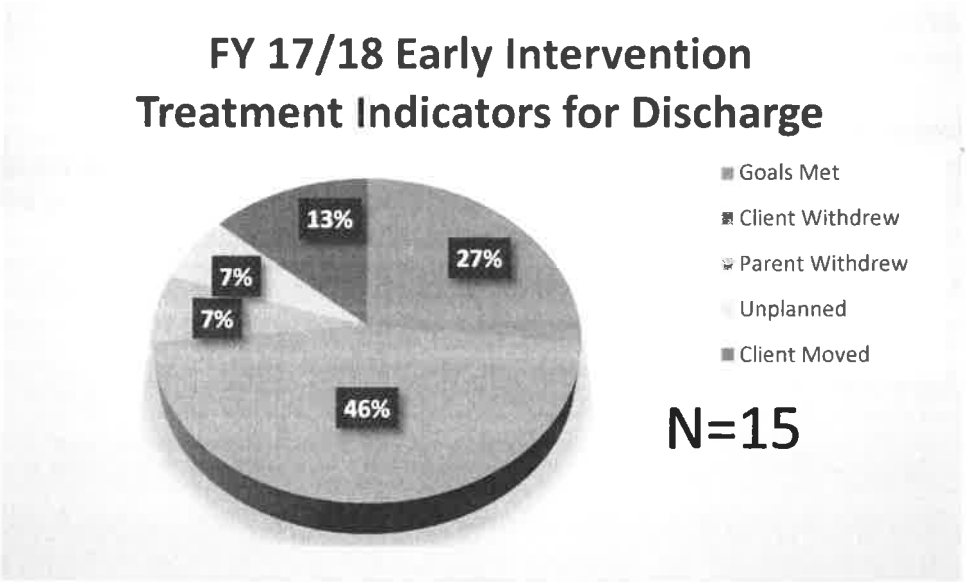
Status
Program continues to be implemented per 2017-2020 MHSA Three-Year Plan.

Populations Served in FY 17/18 and 18/19
Youth experiencing risk factors have been served under this program. During FY 17/18 seventeen (17) individuals were served.

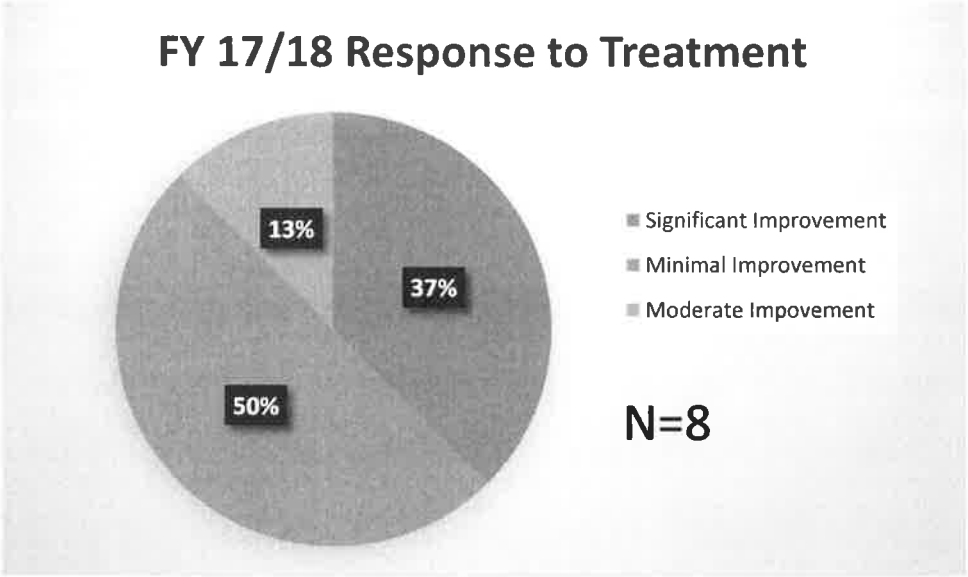
Age Group	Gender		Race				Preferred Language	
	Male	Female	Caucasian	Other	Unknown	African/American	English	Spanish
0-15	served	served	served	served	served	served	served	served
15-25	served	served	served	served	0	0	served	0

Key Activities in FY 17/18 and FY 18/19
During both fiscal years services were offered to individuals between the ages of 0-25. Services were delivered in a culturally aware manner to meet the needs of the individual.

Key Successes FY 17/18 and FY 18/19
When an individual has met goals and/or improvement has been made in meeting those goals Sierra County Behavioral Health considers these factors as success. The following pie charts give an indication of the success of this program.



The pie chart above indicates the percentage of discharges during FY 17/18 and the disposition of the discharge.



This pie chart gives information regarding response to treatment as it relates to treatment goals. Of the 17 individuals served under this program eight participated in the assessment.

Data has not been analyzed for FY 18/19. **Barriers or Challenges in FY 17/18 and 18/19**

Based on the information available in FY 17/18 about half of those referred to Early Intervention Treatment withdraw. Research needs to take place to determine the cause for withdrawls and to determine if changes need to be made in providing the service.

Partners FY 17/18 and FY 18/19
Sierra County Behavioral Health provided the services associated with this program.

Planned Activities and/or Modifications during FY 19/20
Sierra County Behavioral Health is looking to hire mental health associates to increase the capacity to provide services. Under this program a Behavioral Intervention Specialist will be hired as well as other identified and needed therapists and other specialized staff.

PEI – SECTION IV PROGRAM NAME: VETERAN'S ADVOCATE

STATUS		New		Continuing

AGE GROUP		
		Children (0-15)
		Transitional Age Youth (16-25)
	X	Adult
	X	Older Adult

PROGRAM TYPE		
	X	Prevention
		Early Intervention
		Outreach for Increasing Recognition Early Signs of Mental Illness
		Access and Linkage to Treatment
	X	Stigma and Discrimination Reduction
		Suicide Prevention

NEGATIVE OUTCOME REDUCTION				
	X	Homelessness		School Failure
	X	Incarcerations	X	Suicide
	X	Prolonged Suffering	X	Unemployment
		Removal of Children from their homes		

STRATEGY		Universal		Selective		Indicative

PROGRAM DESCRIPTION

The Veterans' Peer Support Specialist program was created in direct response to the Community Planning Process identifying the need of services for veterans. Sierra County Behavioral Health has not been successful in hiring an extra help Veterans' Peer Support Specialist. An opportunity arose in-house to change the scope of the program slightly and hire a Veteran's Advocate. As of July 1, 2019 the Veteran's Advocate program will provide direct and indirect support services to veterans and/or their family in either a clinic or a self-help setting, as part of the overall goal of identifying and assisting veterans in accessing available and appropriate services. The Veteran's Advocate will collaborate closely with California Veteran's Offices and its' employees to assist Veterans and their families in obtaining benefits due them. The Veteran's Advocate will also be looking at being the official Veteran's Service Officer for Sierra County.

The Veteran's Advocate will conduct outreach activities to engage Veterans and their families.

The Veteran's Advocate will:

- communicate, represent, and promote the veterans and family/caregiver perspective within the behavioral health system;
- Identify information and resources (network) in local communities which may be of benefit to local veterans;
- Provide peer mentoring on a one-to-one basis,
- Assist veterans in navigation of the behavioral health system and community resources to ensure that needs are met by the appropriate caregiver

- Perform duties of a Veteran's Service Officer once Sierra County is poised to provide these services through a Veteran's Service Office.

Universal strategies will be utilized to provide services and supports as well as participating in activities to reduce profiling and to maintain services

GOALS & OBJECTIVES

- Increase knowledge of resources available, including wellness/recovery services and supports
- Represent and promote the veteran's and family/caregiver perspective within the behavioral health system

OUTCOME REDUCTION

- Reduction in homelessness of veterans
- Increase in referrals to Sierra County Behavioral Health and other services/supports

FY 17/18 and FY 18/19 Reporting Information

Status FY 17/18: The Veterans' Peer Support Specialist position was active during the first 3 months of FY 17/18. Peer Support Specialists stepped in and provided Peer Support when veterans visited the Sierra County Wellness Center.

Status FY 18/19: The Veterans' Peer Support Specialist position was not filled during FY 18/19. Peer Support Specialists continued to step in and proved Peer Support to veterans.

Populations Served:

Veterans Served	FY 17/18	FY 18/19
Total Veterans/Family Members Served	served	served
Age Groups Served		
25-59	served	served
60+	served	Ø
Ethnicity		
Filipino	served	served
Other		served
Race		
Native Hawaiian or other Pacific Islander	served	served
Caucasian	served	served

Primary Language	Percent Served	
English	served	served
Sexual Orientation		
Heterosexual or Straight	served	served
Gender-Assigned Sex at Birth		
Male	served	served
Female	Ø	Ø
Current Gender Identity		
Male	served	served
Female	Ø	Ø
Veteran Status		
Veteran	served	served
Non-Veteran	Ø	Ø
Disability		
Communication	Unknown	Unknown
Physical Health	Unknown	Unknown

The average cost per person served during FY 17/18 was $2,635 with a total of $13,177 expended. In FY 18/19 the average cost per person served was $453.

Key Successes in FY 17/18: One Veteran was housed during this fiscal year. Two veterans found employment.

Key Successes in FY 18/19: Since there was not a Veterans' Peer Support Specialist available to veterans there were no key successes associated with the Veterans' Peer Support Specialist. Peer Support provided supportive conversation if needed and the Wellness Center was available to meet needs.

Barriers or Challenges FY 17/18: During the majority of FY 17/18 the Veterans' Peer Support Specialist position was vacant. The position was flown with no applicants.

Barriers or Challenges FY 18/19: The Veterans' Peer Support Specialist position was vacant during FY 18/19.

Partners in FY 18/18 and FY 18/19: There were no partners in either fiscal year.

Planned Activities and Modifications in FY 19/20: Through an internal employee shift Sierra County Behavioral Health now has a Veteran's Advocate. This position is intended to have the individual become a Veteran's Service Officer and to implement a Veteran's Service Office located in Sierra County. The position will be funded at a half time position.

PEI – SECTION V STUDENT/PARENT NAVIGATION

STATUS		New	X	Continuing
EMPHASIS	X	Prevention	X	Early Intervention
AGE GROUP	X	Children (0-15)		
	X	Transitional Age Youth (16-25)		
		Adult		
		Older Adult		

COMPONENT		Outreach for Increasing Recognition Early Signs of Mental Illness
	X	Reduction in Mental Illness Stigma
	X	Reduction in Discrimination Against Mentally Ill
	X	Access and Linkage to Medically Necessary Care

NEGATIVE OUTCOME REDUCTION		Homelessness	X	School Failure
		Incarcerations	X	Suicide
	X	Prolonged Suffering		Unemployment
	X	Removal of Children from their homes		

STRATEGY	X	Universal		Selective	X	Indicative

PROGRAM DESCRIPTION

The Student/Parent Navigation program provides outreach, linkage, and access to supports and services to families of youth who are experiencing challenges with school attendance and behavior problems. Growing evidence shows that positive emotional health improves educational outcomes by decreasing absences, decreasing discipline referrals, and improving test scores. Because of this important interplay between emotional health and school success, SCBH will be collaborating with schools and the Student Attendance Review Board (SARB) as an outreach vehicle in creating relationships with families to identify needs, provide linkage and timely access to appropriate services and supports. This linkage will be based on identified needs and strengths of families, and being person and family centered with a holistic approach to promote whole-person wellness of the student and family. This service strategy will be selective and target children, youth, and families.

GOALS & OBJECTIVES

- Increase access and linkage to appropriate services and supports
- Increase communication between the schools and parents

OUTCOME REDUCTION

- Decrease in school absences and failures
- Decrease in disruptive/harmful behavior

Status
The Student/Parent Navigator continues to be implemented. During FY 17/18 the position was staffed and implemented. During FY 18/19 the position was not staffed until February 2019.

Populations Served in FY 17/18 and 18/19
All students going to school in the Sierra/Plumas Joint Unified School District have the opportunity to be served through this program.

During FY 17/18 the average cost per student referred was $1,150.

During FY 18/19 the Student Parent Navigator came on board in February. The total cost of the program was $10,191. Breaking out cost per student referred is not applicable during this fiscal year as most of the time was spent relationship building by the new Student/Parent Navigator.

Key Activities FY 17/18 and 18/19
During FY 17/18 the Student/Parent Navigation program was fully implemented. The Navigator was able to connect families to appropriate supports. The Navigator continued to be an active participant on the SARB board.

In FY 18/19 the position was not filled during the first six months of the school year. The new Student/Parent Navigator utilized the last 4 months to build the needed relationships to start the next school year ready to fully implement this program.

Key Successes FY 17/18 and 18/19
In FY 17/18 seventeen referrals were made to this program. Of the 17 referrals 12% of parents did not respond to contact made from the Student/Parent Navigator. The 88% of parents who did respond were linked to services such as: individual therapy, family therapy, medication management, the Wellness Recovery Action Plan, skill building, Peer Support, Housing, Employment, Medi-Cal/CalFresh, and the Individual Education Plan Advocate.

Success during FY 18/19 was centered on the position being filled and that this staff member was able to build the necessary relationships within the schools to contribute to effective implementation of this program.

Barriers and Challenges FY 17/18 and FY 18/19
There were no known barriers or challenges in FY 17/18.

Having the position be open for 6 months of the 10-month school year was a barrier. However, it is no longer a barrier.

Partners in FY 17/18 and 18/19
Sierra County Behavioral Health partners with the Sierra/Plumas Joint School District.

Planned Activities and/or Modifications during FY 18/19
Sierra County Behavioral Health will continue to implement this program as indicated in the 2017-2020 Three-Year Mental Health Services Act plan.

PEI – SECTION VI MENTAL HEALTH FIRST AID TRAINING

STATUS		New	X	Continuing
EMPHASIS	X	Prevention	X	Early Intervention
AGE GROUP		Children (0-15)		
		Transitional Age Youth (16-25)		
	X	Adult		
	X	Older Adult		

COMPONENT	x	Outreach for Increasing Recognition Early Signs of Mental Illness
	X	Reduction in Mental Illness Stigma
	X	Reduction in Discrimination Against Mentally Ill
		Access and Linkage to Medically Necessary Care

NEGATIVE OUTCOME REDUCTION		Homelessness		School Failure
		Incarcerations	X	Suicide
	X	Prolonged Suffering		Unemployment
		Removal of Children from their homes		

STRATEGY	X	Universal		Selective		Indicative

PROGRAM DESCRIPTION

Mental Health First Aid teaches the evidence based ALGEE Action Plan. The training helps one identify, understand, and respond to signs of mental illnesses and substance use disorders. The course helps agency/organization personnel and community members to identify risk factors and warning signs for mental health and addiction concerns, strategies for how to help someone both in crisis and non-crisis situations, and where to turn to for help.

GOALS & OBJECTIVES

- To increase the number of potential responders
- To increase the number of settings providing opportunities to identify early signs of mental illness

OUTCOME

- Reduction in mental illness stigma

FY 17/18 and FY 18/19 Reporting Information

Status FY 17/18 and FY 18/19:
Mental Health First Aid training opportunities were offered on 3/13/2018, 3/14/2018, 11/30/18 and 12/1/2018. The training opportunities were offered in Loyalton, Downieville, Sierra City and Sierraville. A total of 45 individuals attended the classes during these two fiscal years.
Populations Served:

FY 17/18		
Number N=25	Settings of Potential Responders	Type of Potential Responder
6	Social Services	• ICW Eligibility Workers • Health Assistants • Social Workers
3	Public Health	• Health Educators (Tobacco) • Health educators (WIC) • Health Assistants
6	Volunteer Fire Departments (West)	• EMTs • AEMTs
4	Volunteer Fire Departments (East)	• EMTs • Fire Chiefs • Paramedics
1	Environmental Health	• Environmental Health Specialist
2	Downieville Area	• Community Members
1	Sierraville Area	• Community Members
1	Pliocene Ridge CSD	• EMTs
1	Emergency Services (East)	• EMTs

FY 18/19		
Number N=20	Settings of Potential Responders	Type of Potential Responder
2	Behavioral Health	• Coordinator • Case Manager
2	BoS	• Chairman • Supervisor District 4
1	Forest Service	• Fire Prevention/Patrol
1	Business & Career Network	• C.C.A.
2	Community Members	• Community Members • Volunteer Veteran Advocate
1	Emergency Services	• Division Fire Chierf/AEMT
1	Public Health	• Public Health Nurse
5	SCHHS	• Office Manager • Account Tech III • Fiscal Officer • Director • Transporter

2	Social Services	• Eligibility Workers
3	Sierra City Volunteer Fire Department	• Chief • Firefighter I • Volunteer AEMT

The average cost per person served during FY 17/18 was $114.04, with a total of $2851 expended. In FY 18/19 the average cost per person served was

Key Successes in FY 17/18 and 18/19:
SCBH has increased the number of potential responders within Sierra County communities. Sierra County Health & Human Services continued to recertify employees as potential responders as well. The number of settings where potential responders can interact with community members has increased as well. Between both fiscal years 45 individuals participated in MHFA classes.

Barriers or Challenges FY 17/18 and 18/19:
During both fiscal years, SCBH continued to lack potential responders from local law enforcement and local schools. Both agencies were not able to commit to the time frame of the training due to time and staffing constraints. These are legitimate barriers and challenges both agencies face.

Partners in FY 17/18 and FY 18/19:
SCBH continued to partner with Emergency Preparedness in offering Mental Health First Aid classes.

Planned Activities and Modifications in FY 19/20:
As indicated in the 2017-2020 MHSA Three-Year Program & Expenditure Plan Mental Health First Aid will continued to be offered to community members and agencies/organizations who serve Sierra County residents.

If Senate Bill 428 is passed Sierra County will be poised to assist and support Sierra Plumas Joint Unified School District in offering Youth Mental Health First Aid to school staff. Senate Bill 428 is an act to add Section 49428.5 to the Education Code, relating to pupil health. Youth Mental Health First Aid (YMHFA) is referred to in the Bill as an evidence based practice designed to equip family members, educators and caregivers with the skills and confidence needed to provide support to adolescents (ages 12-18). YMFA has been shown to broaden knowledge of mental illnesses and addictions, while increasing the likelihood of a trained individual helping someone in distress.

PEI – SECTION VII safeTALK© TRAINING

STATUS	X	New		Continuing
EMPHASIS	X	Prevention		Early Intervention
AGE GROUP		Children (0-15)		
	X	Transitional Age Youth (16-25)		
	X	Adult		
	X	Older Adult		

COMPONENT	x	Outreach for Increasing Recognition Early Signs of Mental Illness
	X	Reduction in Mental Illness Stigma
	X	Reduction in Discrimination Against Mentally Ill
		Access and Linkage to Medically Necessary Care

NEGATIVE OUTCOME REDUCTION		Homelessness		School Failure
		Incarcerations	X	Suicide
	X	Prolonged Suffering		Unemployment
		Removal of Children from their homes		

STRATEGY	X	Universal		Selective		Indicative

PROGRAM DESCRIPTION

safeTALK is a LivingWorks' program that provides awareness and skills that help to save lives. The program is part of national, regional and organizational suicide prevention strategies around the world. Whether directly or indirectly, most people with thoughts of suicide invite help to stay safe. safeTalk is a training that prepares participants to recognize these invitations and connect a person with thoughts of suicide to intervention resources.

GOALS & OBJECTIVES

- To increase the number of Sierra County Behavioral Health staff, agency/organization staff and community members as safeTALK helpers

OUTCOME

- Connect people with thoughts of suicide to appropriate intervention/services

Status
SafeTALK continues to be implemented as indicated in the 2017-2020 MHSA Three-Year Plan.

Populations Served in FY 17/18 and 18/19
There were no SafeTalk trainings offered during FY 17/18.

During FY 18/19 a SafeTalk training was offered in March. There were twenty-four (24) individuals who attended. Further demographics are not available at the writing of this document. Further information

will be included in the 2020-2023 MHSA Three Year Plan and the Prevention and Early Intervention Evaluation.

Key Activities in FY 18/19 and FY 19/20
No activities took place in FY 18/19.

A SafeTALK training took place in FY 19/20.

Key Successes FY 17/18 and FY 18/19
There were no key successes during FY 17/18.

In March 2019 Sierra County offered a SafeTALK training. The fact that 24 individuals attended the training was in and of itself a great success. Evaluations have not yet been analyzed to determine any change in attitudes toward suicide.

Challenges and Barriers in FY 17/18 and FY 18/19
There were no particular challenges during either fiscal year other than the Behavioral Health Coordinator not facilitating a training in FY 17/18.

Partners in FY 17/18 and 18/19
Sierra County Behavioral Health partnered with Plumas Rural Services to provide the training.

Planned Activities and/or Modifications in FY 19/20
Activities should continue to take place during FY 19/20. Further partnering may take place with Plumas Rural Services to allow Sierra County residents to benefit from trainings provided in Plumas County.

PEI – SECTION VI APPLIED SUICIDE INTERVENTION SKILLS TRAINING (ASIST©)

STATUS	X	New		Continuing
EMPHASIS		Prevention	X	Early Intervention
AGE GROUP		Children (0-15)		
		Transitional Age Youth (16-25)		
	X	Adult		
	X	Older Adult		

COMPONENT	x	Outreach for Increasing Recognition Early Signs of Mental Illness
	X	Reduction in Mental Illness Stigma
	X	Reduction in Discrimination Against Mentally Ill
		Access and Linkage to Medically Necessary Care

NEGATIVE OUTCOME REDUCTION		Homelessness		School Failure
		Incarcerations	X	Suicide
	X	Prolonged Suffering		Unemployment
		Removal of Children from their homes		

STRATEGY	X	Universal		Selective		Indicative

PROGRAM DESCRIPTION

ASIST provides a unique, life-assisting intervention model to help caregivers support persons at risk. It also helps caregivers support contribute to the development of suicide-safer resources in their communities. Research shows that ASIST-trained caregivers help at-risk people feel less suicidal and more hopeful.

ASIST participants will be better able to:

- Identify people who have thoughts of suicide
- Understand how beliefs and attitudes can affect suicide interventions
- Listen to the story of a person with thoughts of suicide and recognize turning points that connect that person to life
- Conduct a safety assessment, develop a safe plan, and confirm the safety actions to be done

GOALS & OBJECTIVES

- To increase the number of potential responders
- To increase the number of settings providing opportunities to identify early signs of mental illness

OUTCOME

- Increase the number of providers trained in ASIST

Status
ASIST is being implemented based on the 2017-2020 MHSA Three Year Plan

Populations Served FY 17/18 and FY 18/19
During FY 17/18 no ASIST classes were offered.

During FY 18/19 an ASIST class was offered in April 2019. Ten individuals participated in the training. The following demographic information was self-disclosed by the potential responders.

N=10	Number
Race	
White	5
More than one Race	1
Decline to answer	3
Missing	1
Ethnicity	
Hispanic Mexican/Mex American	1
Non-Hispanic Ethnicity	0
Missing	9
Age	
26-59	8
60+	1
Decline to answer	1
Veteran	1
Gender at Birth	
Male	1
Female	5
Decline to answer	2
Current Gender Identity	
Male	1
Female	5
Decline to answer	4

	Number
Sexual Orientation	
Heterosexual or Straight	6
Decline to answer	4
Disability Status	
Difficulty hearing	1
No disability	4
Decline to Answer	5
Languages proficient in other than English	
Spanish	2
Other	1

The average cost per person trained was $320.

Key Activities FY 17/18 and 18/19
No activities took place in FY 17/18.

One ASIST class was offered with 10 individuals attending in FY 18/19.

Key Successes in FY 17/18 and FY 18/19
No Key Success took place in FY 17/18.

During FY 18/19 the one class offered had an outcome of 75% increase in preparedness and an 80% increase in confidence relating to providing suicide intervention.

Barriers or Challenges in FY 17/18 and FY 18/19
Suicide is a difficult topic to address due to stigma and a lack of education regarding suicide. Many individuals are not interested in possibly participating in suicide prevention or early intervention services.

Partners
Sierra County Behavioral Health partnered with Plumas Rural Services to offer this training.

Planned Activities in FY 19/20
Sierra County Behavioral Health will be looking at partnering further with Plumas Rural Services to provide one more training in Sierra County. There is also the possibility of Sierra County residents participating in ASIST classes held in Plumas County.

PEI – SECTION X SIERRA COUNTY WELLNESS CENTER

STATUS		New	X	Continuing
EMPHASIS	X	Prevention	X	Early Intervention
AGE GROUP	X	Children (0-15)		
	X	Transitional Age Youth (16-25)		
	X	Adult		
	X	Older Adult		

COMPONENT	X	Outreach for Increasing Recognition Early Signs of Mental Illness
	X	Reduction in Mental Illness Stigma
	X	Reduction in Discrimination Against Mentally Ill
	X	Access and Linkage to Medically Necessary Care

NEGATIVE OUTCOME REDUCTION	X	Homelessness	X	School Failure
		Incarcerations	X	Suicide
	X	Prolonged Suffering	X	Unemployment
	X	Removal of Children from their homes		

STRATEGY	X	Universal	X	Selective	X	Indicative

PROGRAM DESCRIPTION

Sierra County has one Wellness Center. located in Loyalton. Peer Support provides services in the Downieville office through the Wellness Room once a week. The Wellness Center is wellness-focused and provides integrated services that are supportive, alternative and unique to support community members on their recovery path. The Wellness Center strives to be culturally competent, member-driven, and wellness-focused. Peer Support Specialist staff is made up of peers with lived, personal experience. Peer Support Specialists are available to provide support, education, advocacy and hope to individuals during their unique wellness and recovery path. The Veterans' Peer Support Specialist is also housed at this site. Peer support staff provide services via the hone, home visits, and on site.

Downieville does not currently have a Wellness Center, however a Peer Support Specialist is available at the satellite Behavioral Health, Health and Social Services building located in Downieville. The same services can be provided at this site through collaboration with the Sierra County Wellness Center.

In general, the Wellness Center provides opportunities to find ways to increase the persons served ability to live life at its fullest. Services focus on:

- Wellness & Recovery Action Plans (WRAP©)
- Supportive Conversation
- Independent Living Skills
- Veterans Peer Support
- Connection with Workforce Alliance
- Art and Meaningful Activities
- Social Activities

- Living with challenges of mental illness
- Collaboration with other entities to provide identified individualized services not offered through the Wellness Center

GOALS & OBJECTIVES

- Utilization of WRAP© into everyday operation of Wellness Centers
- Provide ongoing daily group and individual opportunities for persons served to develop an understanding of wellness and recovery, and identify ways to implement these concepts in their lives
- Provide peer to peer support
- Continue to provide training and support for consumer support group facilitators
- To develop viable structures to obtain active input from persons served through the Behavioral Health Advisory Board

OUTCOME REDUCTION

- Increase wellness and recovery activities
- Increase wellness center usage
- Increase partner capacity between providers, communities and overlapping influences
- Connecting persons served to appropriate services

A portion of the Wellness Center is funded through Prevention and Early Intervention as a Prevention Program. Stigma reduction and providing services to mitigate risk factors are the strategies embraced by the Wellness Center located at 207 Front Street Loyalton, CA 96118.

Populations Serviced FY 17/18 and 18/19:
The Sierra County Behavioral Health Advisory Board has realized a need to provide services to all Sierra County community members as a way to reduce stigma associated with mental illness as well as to mitigate risk factors. When one examines Trauma Informed Care practices, it is evident providing services through the Wellness Center is needed.

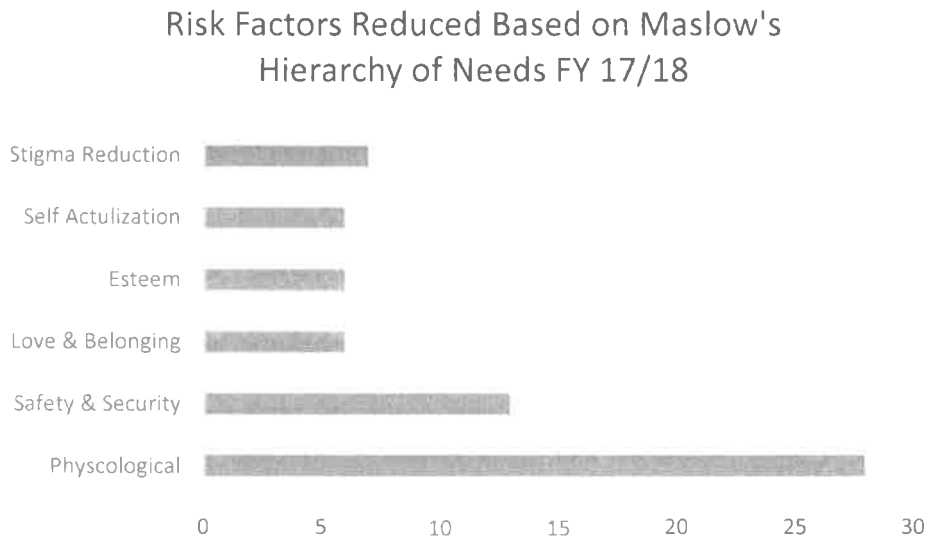
The table below indicates the average cost per person served as well as the demographics of those served.

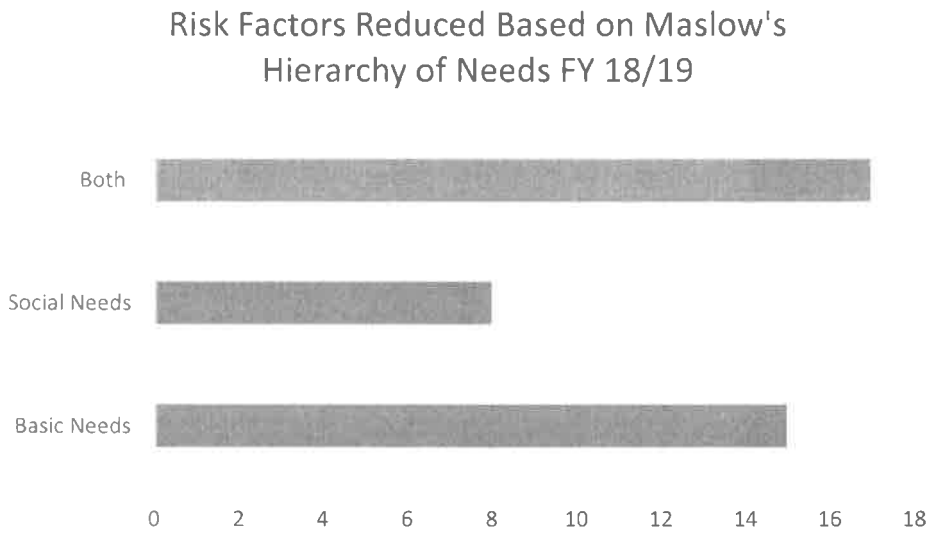
Sierra County Wellness Center Prevention Services	Populations Served FY 17/18	Populations Served FY 18/19
Number Served	Individual Community Members	Individual Community Members
Average Cost Per Person	$2,111	$2,021
Children Aged 0-15	served	served
Transitional Aged Youth 16-25	served	served
Adults 26-59	served	served
Older Adults 60+	served	served
Total Individuals Served	41	35
Demographics of Individuals Served	**Percent**	**Percent**
Gender (self-identified)		
Female	59%	57%
Male	41%	43%
Sexual Orientation (self-identified)		
Bi-Sexual	served	served
Race (self-identified)		
White	served	served
Latino		
Black	served	served
Other		
Unknown		
Preferred Language		
English	100%	100%
Spanish		
Military Veteran	Served under VPS Program	Served under VPS Program

Key Activities in FY 17/18 and FY 18/19:
The Sierra County Wellness Center has been able to offer supportive services on an individualized basis to community members who made contact with Peer Support.

Relationship building with individuals is the most important activity that takes place at the Wellness Center. Once trust is established individual needs are assessed and assisted with. Wellness Center staff have assisted individuals with housing needs, medical appointments, social security paperwork and questions, job coaching, referring to appropriate entities, providing supportive conversation, make home visits to deliver food bank items.

Key Successes in FY 17/18 and 18/19:
The Sierra County Wellness Center has been successful in building relationships and trust with many Sierra County Community members. The following tables show risk factors mitigated through Maslow's Hierarchy of Needs.





Most prevention encounters at the Wellness Center begin with community members coming in feeling anxious, fearful, and having difficulty coping with circumstances in their lives. When community members leave they indicate they are thankful and don't feel quite as overwhelmed.

Barriers or Challenges in FY 17/18 and FY 18/19:
There were no real barriers or challenges taking place during either fiscal year.

Activities and/or Modifications during FY 19/20:
The Sierra County Wellness Center will continue to provide prevention services as indicated in the 2017-2020 MHSA 3-Year Plan.

The Wellness Center will be relocating to a larger building with capacity to serve more individuals. This building is being funded through the Capital Facilities & Technologies component.

PEI – SECTION VI PREVENTION AND INTERVENTION REVERSION FUNDS PLAN

STATUS	X	New		Continuing
EMPHASIS		Prevention	X	Early Intervention
AGE GROUP		Children (0-15)		
		Transitional Age Youth (16-25)		
		Adult		
		Older Adult		

COMPONENT		Outreach for Increasing Recognition Early Signs of Mental Illness
		Reduction in Mental Illness Stigma
		Reduction in Discrimination Against Mentally Ill
		Access and Linkage to Medically Necessary Care

NEGATIVE OUTCOME REDUCTION		Homelessness		School Failure
		Incarcerations		Suicide
		Prolonged Suffering		Unemployment
		Removal of Children from their homes		

STRATEGY		Universal		Selective		Indicative

PROGRAM DESCRIPTION

Pursuant to Welfare and Institutions Code (WIC) Section 5892.1, Assembly Bill 114 (Chapter 38, Statutes of 2017) states that all unspent Mental Health Services Funds subject to reversion as of July 1, 2017 are deemed to have been reverted and reallocated to the county of origin for the purposes for which they were originally made available.

GOALS & OBJECTIVES

- Should the need arise, utilize unspent PEI funds to contribute to Capital Facilities Funds in the building project of expanding the Wellness Center (located at 207 Front Street, Loyalton).
- Develop a plan to expend these funds by July 1, 2020 utilizing the community planning process

OUTCOME

- *Expend indicated funds as identified in a plan by July 1, 2020*
- *Increase capacity to provide prevention services as indicated through the community planning process*

Sierra County Behavioral Health and California Department of Health Care Services were able to balance and identify reversion funds related to Prevention & Early Intervention. These funds need to be expended by June 30, 2020. A challenge that arises with increasing and offering more specialized services comes with a need to hire additional staff.

Planned Activities and/or Modification FY 19/20

Sierra County Behavioral Health will be collaborating with Sierra Plumas Joint Unified School District to contribute $25,000 to a Behaviorist. The schools are finding a need to offer more specialized behavior interventions to youth. This activity will be considered a prevention activity.

Sierra County Behavioral Health will be collaborating with the Substance Use Disorders Community Outreach Coordinator who oversees Friday Night Live and facilitates activities within the schools. We are looking to contract with SUDS to provide culturally appropriate whole health activities aimed at addressing/reducing youth risk factors. The contract amount will be no greater than $20,000. This activity will be considered a prevention activity.

WORKFORCE EDUCATION & TRAINING (WET)

		ESTIMATED ANNUAL COST
I	Electronic Learning Management System	$ 10,000
II	Agency Workforce Training	$ 30,000

WET – Section I ELECTRONIC LEARNING MANAGEMENT SYSTEM

DESCRIPTION

E- Learning is a resource that allows BH to develop, deliver and manage educational opportunities and distance learning for employees, contractors and stakeholders. Utilizing e-learning builds program capacity and is a cost effective resource. Sierra County Behavioral Health provides e-learning through Relias Learning.

GOALS & OBJECTIVES

- Increase knowledge about mental illness
- Apply best practices while assisting community members in their recovery goals
- Provide the ability for employees to grow in cultural competency/proficiency.

OUTCOMES

- Increase completed training hours

Continues to be implemented as indicated in the 2017-2020 MHSA Three Year Plan.

WET – Section II AGENCY WORKFORCE TRAINING

DESCRIPTION

Due to the high turnover of administrative staff, as well as the addition of staff, training which is appropriate to work related expectations and duties will be offered. Training will be available to increase staff knowledge and capacity to service community members accordingly. The following trainings have been identified thus far:

- Wellness Recovery Action Plan (WRAP) Facilitator training
- Peer Core Competency training
- Administrative Staff training(s)
- Motivational Interviewing
- Wellness, Recovery and Resiliency focused training(s)

Any trainings not identified above will be assessed and approved through the WET Coordinator to provide flexibility to focus resources on specific needs as they are identified. Each subsequent year's plan will be developed following evaluation of the training date, outcomes, and available resources.

Job specific training will also be available to increase capacity in providing services under this program category.

GOALS & OBJECTIVES

- Provide staff and contractors with specific skills and knowledge to provide services from a wellness and recovery lens
- Support recovery and resiliency of consumers receiving services

Key Activities FY 18/19 and 19/20
Peer Support staff recertified to provide Wellness Recovery Action Plan services.
Peer Support staff participated in a training to become a certified facilitator.

Activities and/or Modifications FY 19/20
Creating a local loan assumption program has been identified as a need to maintain and increase workforce capacity. Sierra County will continue to research this program, learn appropriate loan assumption amounts and time requirements associated with successful loan assumption programs.

Continue to expend funds as indicated in the 2017-2020 MHSA Three-Year Plan.

CAPITAL FACILITIES AND TECHNOLOGIES

		ESTIMATED COST
I	Wellness Center Modular Building	$500,000
II	704 Mill Street:	
	Behavioral Health Building Construction	$ 0
III	Technologies	$50,000

CFTN– SECTION I Wellness Center Modular Building FY 19/20
207 Front Street Addition FY 17/18 and 18/19

DESCRIPTION

Behavioral Health currently owns the property occupied by the Sierra County Wellness Center. The Sierra County Wellness Center is located at 207 Front Street in Loyalton. Services offered through the Wellness Center have increased as well as the number of monthly encounters. Peer Support staff numbers have increased as well to provide the capacity to provide services and meet Wellness Center visitors' needs. The Veterans' Peer Support Specialist is also housed at the Wellness Center.

The addition of office space to the back to the existing building will create a greater space to provide services. The Sierra County Mental Health Advisory Board and the County Finance Committee approved the addition to the Wellness Center.

GOALS & OBJECTIVES

- Increase the square footage of the Wellness Center Building
- Provide services in a more efficient manner within the Wellness Center

Key Activities during FY 17/18 and FY 18/19:
Reversion fund balances had been identified between Department of Health Care Services and Sierra County fiscal department. Sierra County Behavioral Health hired an architect to create the plans for the expansion of the Wellness Center. Plans were completed and submitted to Public Works to put out to bid. Bids came in well beyond the projected project budget. No bids were accepted. The Wellness Center needed to expand or move to another location as more activities and individuals visit the Wellness Center. It was then determined to purchase a modular building and put it on the site next to the current Behavioral Health Building. The county owns the property. No objections were raised during community planning meetings or by the Behavioral Health Advisory Board. The Sierra County Board of Supervisors approved the project change.

Planning and/or Modifications during FY 19/20
Sierra County Behavioral Health will continue to pursue purchasing the modular building to house the Sierra County Wellness Center. Capital Facilities reversion funds will be utilized by June 30, 2020 to complete this project.

Technology funds will be utilized to pay the $25,000 to fund the upgrade from Cerner electronic health records to Millennium electronic health records.

CFTN – SECTION II 704 MILL STREET - BEHAVIORAL HEALTH BUILDING CONSTRUCTION

DESCRIPTION

Sierra County currently owns the land where the proposed new Behavioral Health Building will be constructed. The Sierra County Board of Supervisors and the finance committee were pleased that current resources were being utilized to build on.

The new Behavioral Health Building will provide an opportunity to increase tele-psychiatry services, children's services and a day crisis facility.

GOALS & OBJECTIVES

- Behavioral Health building completed before Capital Facilities funds sunset in 2018.

Plans and/or Modifications FY 19/20

Sierra County Behavioral Health will not be following through with this project. The Wellness Center building will be placed where this building was to be built. There are insufficient funds to build a new building and construct the Wellness Center. No objections were raised during community planning meetings and the Board of Supervisors approved not following through with this project.

CFTN – SECTION III TECHNOLOGIES

DESCRIPTION

Sierra County Behavioral Health must maintain electronic health records (EHR). As such Sierra County Behavioral Health contracts with Kingsview to utilize a platform from Cerner. Cerner has been bought out by Millennium. EHR maintenance and upgrades must continue to maintain compliance with the State.

Sierra County Behavioral Health's network is provided through Sierra County's network and Information Technologies employee. There will be costs associated with maintaining this network.

GOALS & OBJECTIVES

- Maintain state regulated EHR platforms to continue to be in compliance.
- Maintain County network as needed.

Plans and/or Modifications in FY 19/20

Sierra County Behavioral Health will be paying $25,000 to upgrade the EHR Cerner to Millennium. Sierra County Behavioral Health will also fund any upcoming County network expenses to maintain operating capacity and functionality of the network through this component.

INNOVATIONS

		ESTIMATED FUND AVAILABILITY
I	INNOVATIONS PLAN	$ 70,000
II	REVERSION FUNDS PLAN	$360,264

INN – SECTION I INNOVATION PLAN

DESCRIPTION

Innovation funds are distributed to counties pursuant to Welfare and Institutions Code Section 5892, subdivision (a). Innovative projects are projects, which the county designs, and implements for a defined time period and evaluates to develop new best practices in mental health services and supports.

Sierra County does not have an innovative project(s) at this time.

GOALS & OBJECTIVES

- Work with the Mental Health Oversight and Accountability Committee to create a viable innovative project in Sierra County

Status FY 17/18 and FY 18/19
No progress was made towards creating and implementing an innovation plan. A lack of staff capacity played a large roll in no progress being made.

Plans and/or Modifications FY 19/20
During community planning meetings held in August 2019 Innovation ideas were presented. Sierra County Behavioral Health will continue to move forward in finding an innovation project appropriate to Sierra County.

INN – SECTION II INNOVATION REVERSION FUNDS PLAN

DESCRIPTION

Pursuant to Welfare and Institutions Code (WIC) Section 5892.1, Assembly Bill 114 (Chapter 38, Statutes of 2017) states that all unspent Mental Health Services Funds subject to reversion as of July 1, 2017 are deemed to have been reverted and reallocated to the county of origin for the purposes for which they were originally made available.

Sierra County does not have an innovative project(s) at this time.

GOALS & OBJECTIVES

- Work with the Mental Health Oversight and Accountability Committee to create a viable innovative project in Sierra County

Status
No progress was made during FY 17/18 and FY 18/19 towards implementation of an innovation plan.

Plans and/or Modifications FY 19/20
During community planning meetings held in August 2019 Innovation ideas were presented. Sierra County Behavioral Health will continue to move forward in finding an innovation project appropriate to Sierra County.

These two Innovation sections being reported on are intertwined, therefore reporting is repeated under each project.

Fiscal Year 19/20 Estimated Expenditures

FY 19/20 Annual Update to the 2017/2020 Three-Year Program & Expenditure Plan
Community Services and Supports (CSS) Funding

County: Sierra

Date: 12/1/19

Fiscal Year 2019/2020						
	A	B	C	D	E	F
Note (RF) refers to Reversion Fund and the Reversion Fund Plan	Estimated Total Mental Health Expenditures	Estimated CSS Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
FSP Programs						
1. FSP Services	0	591,000				
2. Wellness Center	0	75,000				
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
Non-FSP Programs						
1. COMMUNITY ACADEMIES	0	10,000				
2. WAYS TO WELLNESS	0	5,000				
3. GENERAL SERVICE DELIVERY	0	300,000				
5. FRONT PORCH PROGRAM	0	6,500				
6. PLUMAS SIERRA CRISIS LINE	0	6,000				
7.						
8.	0					
9.	0					
10.	0					
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
CSS Administration		400,000				
CSS MHSA Housing Program Assigned Funds	0					
Total CSS Program Estimated Expenditures	0	1,393,500	0	0	0	0
FSP Programs as Percent of Total	51.0%					

FY 19/20 Annual Update to the 2017/2020 Three-Year Program & Expenditure Plan
Prevention and Early Intervention (PEI) Funding

County: SIERRA

Date: 12/1/19

(RF) refers to Reversion Fund and the Reversion Fund	Fiscal Year 2019/2020					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated PEI Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
PEI Programs - Prevention						
2. STUDENT/PARENT NAVIGATION		25,000				
3. NURTURING PARENTING		34,000				
4. MENTAL HEALTH FIRST AID		5,000				
5. SAFETALK		4,000				
7. VETERANS' PEER SUPPORT		15,000				
8. WELLNESS CENTER		50,000				
9. REVERSION FUND		600,000				
10.						
PEI Programs - Early Intervention						
12. YOUTH LINKAGE TO SERVICES		200,000				
13. ASIST		7,000				
14. REVERSION FUND		100,000				
15.						
16.	0					
17.	0					
18.	0					
PEI Administration		40,000				
PEI Assigned Funds	0	0				
Total PEI Program Estimated Expenditures	0	1,080,000	0	0	0	0

FY 19/20 Annual Update to the 2017/2020 Three-Year Program & Expenditure Plan
Innovations (INN) Funding

County: Sierra

Date: 1/1/19

	Fiscal Year 2019/2020					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated INN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
INN Programs						
1. No Innovation expenditures have been	0					
2. identified at this time	0	0				
3.	0					
4. Working on Reversion Fund Plan	0					
5. estimated funds to expend by 2020	0					
6. are $400,000	320,000	320,000				
7.	0					
8.	0					
9.	0					
10.	0					
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
17.	0					
18.	0					
19.	0					
20.	0					
INN Administration	79,200	79,200				
Total INN Program Estimated Expenditures	399,200	399,200	0	0	0	0

FY 18/19 Annual Update to the 2017/2020 Three-Year Program & Expenditure Plan
Workforce, Education and Training (WET) Funding

County: Sierra

Date: 1/1/19

	Fiscal Year 2018/2019					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated WET Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
WET Programs						
1. WORKFORCE EDUCATION	0	25,000				
2. ELECTRONIC LEARNING MANAGEMENT SYSTEM		13,000				
3. LOAN ASSUMPTION PROGRAM	0	30,000				
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
17.	0					
18.	0					
19.	0					
20.	0					
WET Administration	0	5,000				
Total WET Program Estimated Expenditures	0	73,000	0	0	0	0

Amendment to the FY 18/19 Annual Update to the 2017/2020 Three-Year Program & Expenditure Plan
Capital Facilities/Technological Needs (CFTN) Funding

County: Sierra

Date: 1/1/19

	Fiscal Year 2019/2020					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CFTN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
CFTN Programs - Capital Facilities Projects						
1.						
2. WELLNESS CENTER MODULAR BLDG.	0	500,000				
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
CFTN Programs - Technological Needs Projects						
11. IT SERVER MAINTENANCE	0	25,000				
12. ELECTRONIC HEALTH RECORDS	0	25,000				
13.	0	0				
14.	0	0				
15.	0	0				
16.	0	0				
17.	0	0				
18.	0	0				
19.	0	0				
20.	0	0				
CFTN Administration		20,000				
Total CFTN Program Estimated Expenditures	0	570,000	0	0	0	0

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

MEETING DATE: January 21, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Resolution ratifying the appointment of a temporary employee to be hired at an E step

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: $ 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: January 14, 2020
Date of Board Meeting: January 21, 2020

Requested Action: Resolution ratifying the appointment of a temporary employee to be hired at an E step

Mandated by:

Funding
Budgeted? YesX No

Revenue		
Expenses		
Difference	0	

Background Information: Sierra County Board of Supervisors has adopted Resolution 2019-161 on December 17, 2019, an appointment of retired annuitant Elizabeth Morgan to the position of Environmental Health Specialist III for a period not to exceed 960 hours per fiscal year until the position is filled and beginning on December 25, 2019. It was an oversight to not call out the hiring above a step c at the board meeting for approval which this request is asking to ratify.

Potential Issues to consider: None

Alternatives or Impacts of disapproval:

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

RESOLUTION NO. _____

RESOLUTION RATIFYING THE APPOINTMENT OF A TEMPORARY EMPLOYEE TO BE HIRED AT AN E STEP

WHEREAS, the Sierra County Board of Supervisors has adopted Resolution 2019-161 on December 17, 2019, an appointment of retired annuitant Elizabeth Morgan to the position of Environmental Health Specialist III for a period not to exceed 960 hours per fiscal year until the position is filled and beginning on December 25, 2019.

NOW THEREFORE BE IT RESOLVED, the Board of Supervisors authorizes the position of Environmental Health Specialist III to be hired at the E step effective December 25, 2019.

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

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
JIM BEARD
Chairman, Board of Supervisors

_____
Date

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
DAVID PRENTICE
County Counsel

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
JANUARY 21, 2020	Regular Timed X Consent

DEPARTMENT: Board of Supervisors
APPROVING PARTY: Lee Adams, Supervisor – District One
PHONE NUMBER: 530.289.3506; hangman@sierracounty.ca.gov

Item Resolution of appreciation to Donald S. Russell on his retirement as editor of the Mountain Messenger newspaper after 29 years.

SUPPORTIVE DOCUMENTS ATTACHED: xResolution ☐Agreement Other

Background information:

I

FUNDING SOURCE:
GENERAL FUND IMPACT: NA
OTHER FUND:
AMOUNT: NA

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

RESOLUTION OF APPRECIATION

Donald S. Russell
Editor, The Mountain Messenger

WHEREAS, while Downieville has been the home of no less than nine newspapers since 1852, only one has survived 166 years of publication to become the oldest weekly newspaper published in **C**alifornia, and,

WHEREAS, The Mountain Ec**h**o debuting in June 1852, the Bugle in the fall of 1852, The Old Oaken Bucket in 1855, the Weekly Standard in 1864, the Downieville Democrat in 1870, the Sierra Age in 1871, the Expositor in 1882, and the Sierra County Enterprise, all ceased publication before the end of the nineteenth century, and,

WHEREAS, first published in the Sierra County gold rush community of Gibsonville on November 19th, 1853, The Gibsonville Trumpet was edited by Alfred T. Helm for two years, and,

WHEREAS, in May of 1854, the Trumpet was renamed The Mountain Messenger, and the following year relocated to the then Sierra County commun**i**ty of La Porte, and,

WHEREAS, in March of 1864, The Mountain Messenger relocated to the Sierra County seat of Downieville, from where it has been published since, and,

WHEREAS, in November, 1953, The Mountain Messenger **c**elebrated its 100th anniversary and was acknowledged as a California centennial business, and today, has been published for an unmatched 166 years and is the oldest weekly publ**i**cation in the state, and,

WHEREAS, during its 166 year history, The Mountain Messenger has been managed by a succession of twenty five editors, and,

WHEREAS, since April 1991, Donald S. Russell has served as editor for an amazing 29 years, bringing a unique style to the newspaper, including the most classic of April fools day editions, and acquiring fans far and near, and,

WHEREAS, today The Mountain Messenger boasts a circulation of 2,000, with a half mailed to addressed outside the **c**ounty and to a dozen different states, and,

WHEREAS, in December of 2019 Editor Donald S. Russell announced his retirement after nearly three decades of editing this venerable Sierra County institution.

NOW, THEREFORE BE IT RESOLVED, the Board of Supervisors of the County of Sierra, on behalf of the citizens of Sierra County, does hereby extend its sincere appreciation to Donald S. Russell for his **k**eeping th**e** citizens of Sierra County informed of **n**ews of their local government, providing the public a platform from which individuals citizens can opine, and for providing all what only a free journalism can do in a free society. This board wishes Donald **S**. Russell, and the long suffering Irene, best wishes, much **h**appiness, and good health, **i**n all fu**t**ure endeavors**!**

ADOPTED at a regular meeting of the Board of Supervisors of Sierra County, California by a unanimous vote on the 21st day of January, 2020.

_____
Lee Adams, District One

_____
Peter W. Huebner, District Two

_____
Paul Roen, District Three

_____
James Beard, District Four

_____
Sharon Dryden, District Five

Attest: _____
Heather Foster
Clerk of the Board

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

MEETING DATE: January 21, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Sierra County Child Care Local Planning Council's (LPC) Certification Statement regarding composition of LP Membership.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other
Certification Statement regarding composition of LPC membership.

BACKGROUND INFORMATION:

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Sierra County Child Care Council
P.O. Box 176,
Sierra City, CA 96125

RECEIVED
JAN - 2 2020
By

December 30, 2019

Dear County Clerk,

Annually the LPC (Local Planning Council) reports to the State Department of Education about the Certification Statement Regarding Composition of LPC Membership. We have recently gotten our new Council Member, Alicia Barney appointed under the Child Care Provider position of the council.
This Statement form must be signed by the Sierra County Board of Supervisors, then the County Superintendent of Schools.
If you would please put this matter on the next board meeting, so I can circulate this form back to the Superintendent, I would greatly appreciate it. You can mail this form back to me as soon as the chairperson can sign it.
Thank you for your attention to this.

Sincerely,

Mary Wright
Coordinator, LPC
P.O. Box 176,
Sierra City, CA 96125

California Department of Education
Child Development Division
Form CD-3020 (New 12/08)

CERTIFICATION STATEMENT
REGARDING COMPOSITION OF LPC MEMBERSHIP

Return to:
California Department of Education
Child Development Division
Local Planning Council Consultant
1430 N. Street, Suite 3410
Sacramento, CA 95814

Due Date:
Annually on January 16

2019

Please complete all information requested below:

County Name:	County Coordinator Name and Telephone Number:
Sierra County	Mary Wright

Membership Categories		
20% Consumers (Defined as a parent or person who receives, or who has received within the past 36 months, child care services.)		
Name of Representative	Address/Telephone Number	Appointment Date and Duration
Barbara O'Donnell	P.O. Box 624 Downieville, CA 95936 530-289-3143	August 3, 2010
20% Child Care providers (Defined as a person who provides child care services or represents persons who provide child care services.)		
Name of Representative	Address/Telephone Number	Appointment Date and Duration
Alicia Barney	P.O. Box 1111 Loyalton, Ca 96118 530-927-9874	December 2nd, 2019
20% Public Agency Representative (Defined as a person who represents a city, county, or local education agency.)		
Name of Representative	Address/Telephone Number	Appointment Date and Duration
Jessica Norman	10075 Levone Ave, Suite 201 Truckee, CA 96162 *530-587-5960*	April 13, 2014

Membership Categories		
20% Community Representative (Defined as a person who represents an agency or business that provides private funding for child care services, or who advocates for child care services through participation in civic or community-based organizations but is not a child care provider or CDE funded agency representative.)		
Name of Representative	Address/Telephone Number	Appointment Date and Duration
Laurie Marsh	P.O. Box 7 Loyalton, CA 96118 530-993-6745	January 3, 1012
20% Discretionary Appointees (Appointed from any of the above categories or outside of these categories at the discretion of the appointing agencies.)		
Name of Representative	Address/Telephone Number	Appointment Date and Duration
Louise Huebner	P.O. Box 349 Sierra City, CA 96125	January 8, 2013

Authorized Signatures		
We hereby verify as the authorized representatives of the county board of supervisors (CBS), the county superintendent of schools (CSS), and the Local Child Care and Development Planning Council (LPC) chairperson that as of 1/16/2017 (Date), the above identified individuals meet the council representation categories as mandated in AB 1542 (Chapter 270, Statutes 1997; California *Education Code* Section 8499.3). Further, the CBS, CSS, and LPC chairperson verify that a good faith effort has been made by the appointing agencies to ensure that the ethnic, racial, and geographic composition of the LPC is reflective of the population of the county.		
Authorized Representative - County Board of Supervisors	Telephone Number	Date
Authorized Representative - County Superintendent of Schools	Telephone Number	Date
Local Child Care Planning Council Chairperson	Telephone Number	Date
Louise Huebner	530-8621004	

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

MEETING DATE: January 21, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Minutes from the regular meeting held on December 17, 2019.

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

BACKGROUND INFORMATION:

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

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

MEETING DATE: January 21, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Minutes from the regular meeting held on January 7, 2020.

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

BACKGROUND INFORMATION:

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Department of Alcoholic Beverage Control

State of California

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
2400 DEL PASO ROAD
SUITE 155
SACRAMENTO, CA 95834
(916) 419-1319

File Number: **613938**
Receipt Number: **2619242**
Geographical Code: **4600**
Copies Mailed Date: **January 2, 2020**
Issued Date:

RECEIVED
JAN - 6 2020
By

DISTRICT SERVING LOCATION: **SACRAMENTO**

First Owner: **ROOS, JAMES EDWARD**

Name of Business: **ST . CHARLES PLACE**

Location of Business: **101 & 103 COMMERCIAL ST**
DOWNIEVILLE, CA 95936

County: **SIERRA**

Is Premises inside city limits? **No** Census Tract: **0100.00**

Mailing Address:(If different from premises address) **PO BOX 1672**
NEVADA CITY, CA 95959

Type of license(s): **21, 48** Dropping Partner: Yes___ No___

Transferor's license/name: **564025 / SHARP, STEVEN JEFFREY**

License Type	Transaction Type	Master	Secondary LT And Count
21 - Off-Sale General	PER	Y	
48 - On-Sale General Public Premises	PER	Y	

License Type	Transaction Description	Fee Code	Dup	Date	Fee
Application Fee	FEDERAL FINGERPRINTS	NA	1	12/31/19	$24.00
Application Fee	PERSON TO PERSON TRF	NA	0	12/31/19	$1,250.00
Application Fee	STATE FINGERPRINTS	NA	1	12/31/19	$39.00
48 - On-Sale General Public Prem	ANNUAL FEE	P0	0	12/31/19	$790.00
21 - Off-Sale General	ANNUAL FEE	NA	0	12/31/19	$814.00
				Total	$2,917.00

Have you ever been convicted of a felony? **No**
Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of SIERRA Date: December 31, 2019

Applicant Name(s)

ROOS, JAMES EDWARD