



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

Lee Adams, Vice-Chair, District 1

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

Peter W. Huebner, District 2

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

Paul Roen, District 3

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

Jim Beard, Chair, District 4

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

Sharon Dryden, District 5

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

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

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

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

By phone: 1-408-418-9388

Access Code: 261 118 335

By PC: <https://tinyurl.com/042120bos>

Access Code: 261 118 335

NOTICE

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

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

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. HEALTH & SOCIAL SERVICES - VICKIE CLARK

- 6.A. Approval of a Financial Officer - Behavioral Health, Health and Social Services position to replace the vacant position of Interdepartmental Fiscal Officer and authorization to recruit and hire said position.

Documents:

[Financial Officer position.pdf](#)

7. AUDITOR / TREASURER-TAX COLLECTOR - VAN MADDIX

- 7.A. Discussion/direction to staff regarding request from Sierra County Fire Protection District No. 1 for reimbursement of funds paid to Truckee Meadow Fire Protection District.

Documents:

[Sierravalley Fire.pdf](#)

- 7.B. Resolution approving amendment of CSAC Excess Insurance Authority Joint Powers Agreement.

Documents:

[JPA Amendment.pdf](#)

8. PUBLIC WORKS/TRANSPORTATION - TIM BEALS

- 8.A. Agreement with Sierra Pacific Industries (SPI) for continued use of Plum Valley County Park.

Documents:

[Plum Valley Park Agreement.pdf](#)

- 8.B. Agreement with Sierra Pacific Industries (SPI) for temporary storage of brush on property at Our House Dam-Pliocene Ridge area.

Documents:

[SPI Debris Storage License.pdf](#)

9. BOARD OF SUPERVISORS

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

Documents:

[COVID-19 Item.pdf](#)

10. CLOSED SESSION

- 10.A. Closed session pursuant to Government Code Section 54956.9(a) - conference with legal counsel regarding the following litigation: ARP - Loyaltan Cogen LLC Chapter 11 Bankruptcy - United States Bankruptcy Court Central District Case No. 8:20-bk-10535-ES.

Documents:

[Closed Session ARP BK.pdf](#)

- 10.B. Closed session pursuant to Government Code Section 54957 - performance review

regarding Personnel Director.

Documents:

[Closed Session PE PD.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. Approval of an invoice by Sierra County Fire Protection District No. 1 for Title III funds for services rendered on Federal land. (AUDITOR)

Documents:

[0415202016350100130.pdf](#)

- 11.B. Agreement for Indemnification and Reimbursement for Extraordinary Costs for Linda Sanford, applicant and landowner. Consideration of a Certificate of Compliance, Assessor's Parcel Number 013-070-011 located at T20N, R14E, S9, near Sattley. (PLANNING)

Documents:

[Stanford Project Indemnification..pdf](#)

- 11.C. Resolution certifying County roads contained in maintained mileage system for submittal to the State of California. (PUBLIC WORKS)

Documents:

[Maintained Mileage RSO.pdf](#)

- 11.D. Resolution approving the California Department of Public Health Infectious Disease Prevention and Control Local - Infrastructure Grant Agreement Number 19-10854 and authorizing Vickie Clark, Director to sign the agreement. (PUBLIC HEALTH)

Documents:

[CDPH Infectious Disease Prevention and Control board.pdf](#)

- 11.E. Amendment to Professional Services Agreement 2019-005 between The Regents of the University of California on behalf of its Davis campus, UC Davis Continuing and Professional Education and the County of Sierra. (SOCIAL SERVICES)

Documents:

[UC Davis PQCR Extension Board.pdf](#)

- 11.F. Resolution of Appreciation to Chief Probation Officer Jeff Bosworth. (SUPERVISOR)

ADAMS).

Documents:

[Bosworth Res of Appr.pdf](#)

- 11.G. Authorization to advertise and fill the vacant position in the Clerk-Recorder's office at the level of Chief Deputy Clerk-Recorder, A through E Step. (CLERK-RECORDER)

Documents:

[Clerk Recorder Office Vacancy.pdf](#)

- 11.H. Minutes from the regular meeting held on March 17, 2020. (CLERK-RECORDER)

Documents:

[03172020 minutes.pdf](#)

12. CORRESPONDENCE LOG

- 12.A. Application for Alcoholic Beverage License submitted by Bassett's Station LLC.

Documents:

[Bassetts Station ABC Application.pdf](#)

- 12.B. Notice of Intent to Harvest Timber submitted by Sierra Pacific Industries and located in Sierra County in portions of Sections 19, 21, 29, and 31, T20N, R11E, MDBM.

Documents:

[Notice of Intent to Harvest - Sierra Pacific Industries.pdf](#)

- 12.C. Notice of Intent to Harvest Timber submitted by Soper Wheeler Company LLC and located in Plumas and Sierra Counties in portions of Sections 2,4,5,6,8,9,10,16,20,29,30, T21N, R9E, and Section 30, T22N, R10E all MDB&M.

Documents:

[Notice of Intent to Harvest - Soper Wheeler Company LLC.pdf](#)

ADJOURN

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

MEETING DATE: April 21, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Social Services
APPROVING PARTY: Vickie Clark, Director
PHONE NUMBER: (530) 993-6700

AGENDA ITEM: Approval of a Financial Officer - Behavioral Health, Health and Social Services position to replace the vacant position of Interdepartmental Fiscal Officer and authorization to recruit and hire said position.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Job Description

BACKGROUND INFORMATION: Currently Sierra County Human Services has a vacant position of Interdepartmental Fiscal Officer. The Finance Committee met and recommends this position be more commiserate with the duties of the position. It is requested that a new position of Financial Officer Behavioral Health, Health, and Social Services be approved.

FUNDING SOURCE: 0515610, 5670, 5800
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$105,312.00 - \$112,279.00 Annually

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

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

CLERK TO THE BOARD

DATE

Sierra County

Job Classification

Class Title: Financial Officer - Behavioral Health, Health and Social Services

Class Code: 45, Topography A

Status: Principal/Supervisor

DEFINITION

Manages, coordinates and directs the work of professional and technical support staff responsible for general accounting, payroll, accounts payable, State claims, State and Federal reports, audits, and related accounting functions for Behavioral Health, Health and Social Services; performs related work assigned.

DISTINGUISHING CHARACTERISTICS

This class provides day to day supervision over a variety of Behavioral Health, Health and Social Services accounting and financial support functions. In addition to day to day oversight of staff the work involves such management functions as developing and implementing policies and procedures and ensuring overall service effectiveness in areas of responsibility. This class is also tasked with completing the more complicated and technical work in the office.

REPORTS TO

Department Manager

CLASSIFICATIONS SUPERVISED

Supervises all assigned staff

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

- Plans, organizes, administers, reviews and evaluates the work of professional and technical support staff.
- Recommends selection of staff; trains staff in work procedures; administers discipline as required.
- Assists in developing and implementing goals, objectives, policies, procedures and work standards for the department.
- Oversees and coordinates the maintenance of records and the production of periodic and special accounting reports and financial statements through automated and manual procedures.
- Directs the payroll function of Behavioral Health, Health and Social Services; ensures that Departments employees are appropriately paid and that reports are prepared and submitted to appropriate county office.
- Supervises the accounts payable function for Behavioral Health, Health and Social Services; directs the payment of invoices and controls and ensures that proper controls are in place to provide for the proper payment of such requests.

Examples of duties continued

- Assists with the projection of budget and forecasting and monitoring of fund revenues and expenditures.
- Confers with members of other in Behavioral Health, Health and Social Services departments regarding departmental, entity or intergovernmental financial matters; facilitates the resolution of problems and the development of coordinated policies.
- Establishes accounting systems and procedures; confers with information systems staff regarding automated systems.
- Conducts analytical studies; develops and reviews reports of findings, alternatives and recommendation; directs the maintenance of accurate records and files.
- Prepares a variety of written correspondence, reports, procedures and other written materials.
- Monitors and interprets changes in laws and regulations related to public agency accounting and financial reporting and related areas.
- Uses standard office equipment, including a computer, in the course of the work; drives a motor vehicle to attend meetings and visit off-site County locations.

See Qualifications below

PHYSICAL REQUIREMENTS

Stand approximately 20%, sit approximately 70% or more, and walk approximately 10% of the time. Lift approximately 25 pounds as necessary. Must be able to bend and reach overhead.

Hearing: Adequate to hear and understand conversations in both quiet and noisy environments, both in person and over the telephone.

Vision: Adequate near vision to read and accurately interpret written words, files, etc. Adequate far vision to meet DMV licensing requirements.

Dexterity &

Coordination: Arm strength and range of motion which is sufficient to write, lift office supplies, reach and stretch. Finger dexterity and arm-hand steadiness adequate to operate a typewriter, computer keyboard, or dial a telephone. Flexibility is necessary to perform such tasks as reaching file drawers, carrying supplies and equipment, kneeling to access files or equipment stored at ground level, and operating a word processor, typewriter, ten-key, etc...

Physical

Strength: Must have muscle strength to lift, push, and carry up to twenty-five pounds.

See attached ADA schedule.

Qualifications continued

TYPICAL WORKING CONDITIONS

Work is performed in an office environment and, occasionally, in the outdoors; travel by car to other departments and to training or meetings; continuous contact with public and other staff.

QUALIFICATIONS

The successful candidate would possess a combination of related education and experience in accounting/finance/Government management. A combination of the items listed below would be expected:

- | | <u>Minimum points needed 47</u> |
|--|---------------------------------|
| • Required - Bachelor's degree in business Administration, Government, Finance, Accounting or related field. | 14 points |
| • Graduate degree in government finance, accounting or administration. | 4 points |
| • Substantial related work experience with progressive advancement. | 20 points |
| • Supervisorial responsibility over professional and non-professional staff. | 8 points |
| • Essential skills: | 20 points |
| ○ Principles and methods of financial management, accounting, and budget preparation, analysis and management. | |
| ○ Public administration principles and practices, including strategic planning; goal setting; program development, implementation, and evaluation; administrative organization; and effective employee relations and management in a public setting. | |
| ○ Cost accounting procedures and their relation to state, federal, and local reporting and auditing requirements, practices and policies. | |
| ○ Federal, state, and County laws, codes and regulations pertaining to accountability for public health, behavioral health, and social service funds. | |
| ○ Funding sources and requirements for health and human services programs, including grants management and audit requirements. | |
| ○ Research methods and techniques. | |
| ○ Federal and state legislative processes. | |
| ○ Tools and skills for continuous process improvement and workflow efficiency improvements. | |
| ○ Supervisory techniques and principles for successful leadership. | |
| ○ Technology, systems and software designed to assist in the computerized management of information. | |
| • Relevant Professional License (like: C.P.A.; Internal Audit; Government Finance Officer) | 10 points |

SPECIAL REQUIREMENTS

Possession of a valid driver's license at the time of application and maintained throughout employment is a requirement for hiring.

I. ESSENTIAL FUNCTIONS (ADA)

PHYSICAL REQUIREMENTS:

Frequency: This factor includes the frequency to which the task appears while performing the overall job.

A=Rarely (Once or twice, or never performed)

B=Seldom (On a quarterly to yearly basis)

C=Occasionally (On a monthly/bi-monthly basis)

D=Frequently (On a weekly basis)

E=Daily (From 0-1 hours per day)

F=Daily (From 1-4 hours per day)

G=Daily (From 4-8+ hours per day)

ACTIVITY			FREQUENCY						
			A	B	C	D	E	F	G
1.	CLIMBING	Ascending or descending ladders, stairs, scaffolding, ramps, poles and the like using feet and legs and/or hands and arms.					X		
2.	STOOPING	Bending body downward and forward by bending spine at waist.						X	
3.	KNEELING	Bending legs at knee to come to rest on a knee or knees.				X			
4.	CROUCH	Bending the body downward and forward by bending leg and spine.				X			
5.	CRAWLING	Moving about on hands and knees or hands and feet.			X				
6.	REACHING	Extending hand(s) and arm(s) in any direction.						X	
7.	STANDING	Standing for long periods of time.			X				
8.	WALKING	Moving about on foot.						X	
9.	SITTING	Sits for extended periods of time.							X
10.	PUSHING	Using upper extremities to press against something with steady force in order to thrust forward, downward or outward.		X					
11.	PULLING	Using upper extremities to exert force in order to draw, drag, haul or tug objects in a sustained motion.		X					
12.	FINGER DEXTERITY	Picking, pinching, typing, or otherwise primarily working with fingers rather than the whole hand or arm.							X
13.	GRASPING	Applying pressure to an object with the fingers and palm.						X	
14.	FEELING	Perceiving attributes of objects, such as size, shape, temperature, texture, by touching with skin	X						
15.	TALKING	Expressing or exchanging ideas by means of the spoken word.							X
16.	HEARING	Receive detailed information through oral communication.							X
17.	BALANCING	Maintaining body equilibrium to prevent falling when walking, standing or crouching on narrow, slippery or erratically moving surfaces (exceeds that needed for ordinary locomotion and maintenance of body equilibrium).	X						

II. ESSENTIAL FUNCTIONS (ADA)

VISUAL REQUIREMENTS:

Frequency: This factor includes the frequency to which the task appears while performing the overall job.

A=Rarely (Once or twice, or never performed)

E=Daily (From -1 hours per day)

B=Seldom (On a quarterly to yearly basis)

F=Daily (From 1-4 hours per day)

C=Occasionally (On a monthly/bi-monthly basis)

G=Daily (From 4-8+ hours per day)

D=Frequently (On a weekly basis)

ACTIVITY		FREQUENCY						
		A	B	C	D	E	F	G
1.	Work performed requires the ability to see distances under 12 inches.							
2.	Work performed requires the ability to see at an arm's length.							X
3.	Work performed requires the ability to see distances over 2 feet.	X						
4.	Work performed requires the use of both eyes (field of vision).	X						
5.	Work performed requires the ability to distinguish basic colors.	X						
6.	Work performed requires the ability to distinguish shades of color.	X						
7.	Work performed requires depth perception.	X						

OTHER FUNCTIONAL REQUIREMENTS:

Directions: Please review the definitions and check the appropriate boxes which indicate how often you perform the activity.

ACTIVITY		FREQUENCY						
		A	B	C	D	E	F	G
1.	Operates truck, tractor, motor vehicle, forklift or other moving equipment.			X				
2.	Repetitive use of foot control. right only							
	left only							
	both	X						
3.	Repetitive use of hands. right only							
	left only							
	both							X

III. ESSENTIAL FUNCTIONS (ADA)

WORKING CONDITIONS:

Frequency: This factor includes the frequency to which the task appears while performing the overall job.

A=Rarely (Once or twice, or never performed)

E=Daily (From -1 hours per day)

B=Seldom (On a quarterly to yearly basis)

F=Daily (From 1-4 hours per day)

C=Occasionally (On a monthly/bi-monthly basis)

G=Daily (From 4-8+ hours per day)

D=Frequently (On a weekly basis)

ACTIVITY		FREQUENCY						
		A	B	C	D	E	F	G
1.	Works outside in various types of weather.	X						
2.	Works inside.							X
3.	Works in extreme cold, below 32 degrees F, for more than 1 hour.	X						
4.	Works in extreme heat, above 1 degrees F, for more than 1 hour.	X						
5.	Worker is subject to vibration (oscillating movements of the extremities or whole body).	X						
6.	Works in excessive humidity.		X					
7.	Works in a dry atmosphere.		X					
8.	Works in environment with constant noise (to cause worker to shout to be heard).	X						
9.	Exposed to dust.	X						
1.	Exposed to silica. N.A.							
11.	Exposed to fumes, smoke, or gases (anesthetic gases, ethylene oxide, etc.) N.A.							
12.	Exposed to grease and oils (air and/or skin exposure). N.A.							
13.	Exposed to electrical energy.							X
14.	Exposed to pesticides. N.A.							
15.	Exposed to solvents or other chemicals. (Specify types of chemicals--air and/or skin exposure)	X						
16.	Works on slippery or uneven surfaces.	X						
17.	Works around machinery with moving parts or stationary equipment.	X						
18.	Works around moving objects or vehicles.	X						
19.	Works on ladders or scaffolding.	X						
2.	Works below ground. N.A.							
21.	Works with hands in water.	X						
22.	Works in confined spaces.	X						
23.	Other - Specify							

IV. ESSENTIAL FUNCTIONS (ADA)

PHYSICAL EXERTION:

ACTIVITY							WEIGHT/HOURS PER DAY	
		Up to 1 lbs.	11-25 lbs.	26-5 lbs.	51-75 lbs.	76-1 lbs.	Over 1 lbs.	# hours per day
1.	LIFTING		√					
2.	CARRYING		√					
3.	PUSHING		√					
4.	PULLING		√					
5.	REACHING		√					
6.	OTHER (Specify)		√					

Reviewed by:  Date: 4/15/20
 Personnel Director

Received and filed by:  Date: 04-15-20
 County Clerk

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

MEETING DATE: April 21, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Auditor
APPROVING PARTY: Van A. Maddox
PHONE NUMBER: 530-289-3286

AGENDA ITEM: Discussion/Direction to Staff Sierra County Fire #1

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: Auditor needs direction of where to pay the attached cost of fire services

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

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

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

CLERK TO THE BOARD

DATE

Van Maddox

From: Richard Maddalena <tk.rick.07@gmail.com>
Sent: Wednesday, April 15, 2020 12:43 PM
To: Van Maddox
Cc: Bill Copren
Subject: Request For Reimbursement

Follow Up Flag: Follow up
Flag Status: Flagged

Van: I don't know if I should submit a request for reimbursement for funds Sierra Co FPD1 paid to Truckee Meadow FPD for the share of the annual \$48,000 cost of providing service to portions of Sierra Co (and now SCFPD) that was to be paid via an assessment to the to be created Service Area(s) in Long Valley and Verdi.

You, Tim, Peter, Paul, Bill, and I were planning to meet on this topic on March 17 but that meeting became a COVID 19 derailment.

I don't want to submit the bill (\$13,000) and cause you and the County a bunch of work if there is a better way to deal with this. I did get feedback from Peter last evening that he thought I should submit the bill for the \$13K .

Your thoughts please.

Rick Maddalena
530.906.5081

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

MEETING DATE: April 21, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Risk APPROVING PARTY: Van A. Maddox PHONE NUMBER: 530-289-3286

AGENDA ITEM: Amendment of CSAC Excess Insurance Authority Joint Powers Agreement

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
 Authorize the Chair to execute the proposed amendment to the CSAC Excess Insurance Authority Joint Powers Agreement.

BACKGROUND INFORMATION: See attached

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

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

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

CLERK TO THE BOARD _____	DATE _____
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Background:

CSAC Excess Insurance Authority (EIA) was formed by and for the California counties in 1979 by the California State Association of Counties (CSAC). Today, 55 out of the 58 counties in California participate in one or more of the EIA programs. In 2001, the EIA expanded its offerings to other California public agencies. At this point, over 70% of the cities in California participate in one or more of the EIA programs. In addition, a variety of special districts, school districts, and JPAs also participate in EIA Programs. The EIA is recognized as the largest public entity property and casualty pool in the United States.

After 40 years of existence, the EIA is proposing to change its name to Public Risk Innovation, Solutions, and Management (otherwise known as PRISM). The consideration of a name change came at the request of CSAC (California State Association of Counties) due to the on-going confusion over the fact that CSAC EIA and CSAC are two completely separate entities. There is additional confusion in the CSAC EIA name as it relates to our current identity. The EIA offers multiple primary and excess programs and is no longer singularly focused on “excess” programs. The EIA is not an insurance company and does not provide “insurance” from a technical standpoint.

The subject of a name change was discussed with the EIA’s Executive Committee and various Committee Chairs at a strategic planning retreat in November 2019. Thereafter, the Executive Committee approved moving forward with a name change and staff and a sub-committee of Executive Committee members were tasked with coming up with a new name. Some points that were at the forefront of the discussions regarding a new name include: (1) removing confusion by eliminating “CSAC,” “Excess,” and “Insurance” from our name; and (2) taking California out of the name since the organization is poised to expand its programs and services to public agencies across the nation. The new name – Public Risk Innovations, Solutions, and Management (PRISM) will support the organization’s current and future identity as one of the largest, most successful member-directed risk sharing pools in the nation.

The main purpose of the proposed JPA Amendment is to substitute the new name for the old one throughout the document. One other notable change is that the provision that county members must maintain their membership in CSAC is being removed. This will help the organization create a unique identity apart from CSAC. The removal of this requirement does not affect the governance of the EIA in any way. The EIA’s relationship with CSAC is very good and its desire is to continue to foster a very strong and collaborative relationship with CSAC going forward. CSAC is aware of this proposed change and has not expressed any concern over it.

Since the JPA Agreement was being amended to address the name change and removal of the CSAC membership requirement, the EIA has also made some other amendments to the Agreement to “clean up” the document to coincide with current practices and the future vision of the organization.

Recommendation:

Based on the information provided above, it is recommended that the Board of Supervisors authorize the Chair and/or the County’s Primary and/or Alternate CSAC EIA Board member to execute the amendment to the Joint Powers Agreement of the CSAC Excess Insurance Authority.

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**IN THE MATTER OF SIERRA COUNTY
AMENDMENT TO CSAC EXCESS INSURANCE AUTHORITY JOINT POWERS
AUTHORITY AGREEMENT**

RESOLUTION NO. 2020-

WHEREAS, County of Sierra is a voting member of CSAC Excess Insurance Authority (CSAC EIA) Insurance Programs an CSAC EIA has proposed amendments to the Joint Powers Authority Agreement; and

WHEREAS, the majority of the proposed changes to the Agreement are to reflect the organization's change of its name from CSAC Excess Insurance Authority to Public Risk Innovation, Solutions, and Management, otherwise known as PRISM; and

WHEREAS, another change eliminates the provision that if a member County terminates its membership in CSAC, then it shall be considered to have withdrawn as a party to the JPA Agreement and its membership in CSAC EIA cancelled; and

WHEREAS, additional changes to the Agreement have been made to conform to the current business operations and to clean up the document.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Board of Supervisors approves the amendments to the Joint Powers Agreement.
2. The Board of Supervisors authorizes the County's Board Chair to execute the amended Joint Powers Agreement.

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

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

JIM BEARD, CHAIRPERSON
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

DAVID PRENTICE
COUNTY COUNSEL

CSAC Excess Insurance Authority Summary of Proposed Redline Changes Joint Powers Agreement March 2020

Background/Reasons for the Name Change from CSAC Excess Insurance Authority to Public Risk Innovation, Solutions, and Management

The recommendation to change our name came at our strategic planning retreat in mid- November. The consideration of a name change came at the request of CSAC (California State Association of Counties) due to the on-going confusion over the fact that CSAC EIA and CSAC are two completely separate entities. There is additional confusion in the CSAC EIA name as it relates to our current identity. The EIA offers multiple primary and excess programs and is no longer singularly focused on “excess” programs. The EIA is not an insurance company and does not provide “insurance” from a technical standpoint.

We have determined that we should take this opportunity to undertake a complete rebranding of the EIA. We want to remove the confusion by eliminating “CSAC,” “Excess,” and “Insurance” from our name. We also do not want to emphasize “California” in our new name since we are poised to expand our programs and services to public agencies across the nation. The new name – Public Risk Innovation, Solutions, and Management (PRISM) will support our current and future identity as one of the largest, most successful member-directed risk sharing pools in the nation.

In light of the fact that our goal is to create a unique identity apart from CSAC, we determined that it is appropriate to remove the provision that county members must maintain their membership in CSAC. As the decision to remove this requirement was being made, it was noted that our relationship with CSAC is very good and our desire is to continue to foster a very strong and collaborative relationship with CSAC going forward. The removal of this requirement does not affect the governance of the organization in any way.

Amendments

Changes relating to the name change and relationship to CSAC:

- The name CSAC Excess Insurance Authority is changed to Public Risk Innovation, Solutions, and Management, otherwise known as PRISM. The new name is inserted in place of the old name throughout the document.
- Article 17(h), which is the requirement for county members to maintain their membership in CSAC, is deleted. Article 21(d) is also deleted as that provision stated that if a member county terminates its membership in CSAC, then it shall be considered to have withdrawn as a party to the JPA. In addition, the definition of “Member County” and “Member Public Entity” have been modified.

Miscellaneous changes relating to clean up items and changes to coincide with our current practices and future vision (all references to page numbers below refer to the attached redline version of the document):

The PRISM Board of Directors is now consistently referred to throughout the document as the Board of Directors, whereas the prior version of the Agreement contained references to both the Board of Directors and the Board.

References to a program's governing committee or program MOU have been inserted throughout recognizing the authority of program governing committees to govern their own programs as specified in various MOUs. These insertions are in the definition of Insurance Program, Article 14, Article 18, Article 21, and Article 22.

Page 2, Definition of "Insurance Program" – clarifies that the term refers to a major program.

Page 2, Definition of "Miscellaneous Program" – New definition to define these additional programs that are available to members.

Page 2, Definitions of "Member County" and "Member Public Entity" – For National Expansion purposes, references to California have been added to the definitions of "Member County" and "Member Public Entity."

Page 5, Article 6(g) – This subsection is added to clarify that non-member entities may participate in Miscellaneous Programs (a current practice) and that risk management services can be provided to out-of-state participants in a PRISM program.

Page 7, Article 8(d) – To conform to current practices, the last sentence that says committees that are not comprised of a majority of board members may only function in an advisory capacity has been removed. Most of the committees are not currently comprised of a majority of Board members. The Claims Review Committee ("CRC") is an exception, and the Executive Committee has been mindful to ensure that a majority of the CRC members are either Board or Alternate Board members.

Page 9, Article 13 – This Article has been modified to fit the PRISM current staffing model. When established in 1979, the JPA broadly referenced both Government Code 6505.5 and 6505.6 for Treasurer and Auditor duties. Government Code 6505.5 provides for Treasurer/Auditor services to be provided by a member entity and 6505.6 allows these services to be provided by in-house staff. For many years now, PRISM has operated in accordance with Government Code 6505.6 and the amendments reflect the in-house model provided for in Government Code 6505.6. Currently, the CEO is designated as the Treasurer and Secretary via the CEO contract. The proposed amendment will designate the CFO as the Treasurer and Auditor and the CEO as the Secretary. The amended Article provides that the CEO serves at the pleasure of the Board, the Board designates the CFO as Treasurer/Auditor, but the CFO serves at the pleasure of the CEO.

Pages 10-11, Article 14(b)(1), (c), (d), and Page 14, Article 17(e) - References to program development charges have been removed since the Board eliminated these charges two years ago.

Page 13, Article 15(c) – The amendment changes the timeframe in which the Auditor’s Report will be done from 120 to 180 days to more accurately reflect the length of time it takes for auditors to complete the audit. (The Government Code provides up to 12 months).

Page 13, Article 16(b) – This subsection is modified to refer to Government Code 6505.6 because that reflects the current PRISM staffing model. Subsection (b)(4) is deleted because it was required under Government Code Section 6505.5, but is not required when the staffing is done in conjunction with Government Code Section 6505.6.

Page 14, Article 17(c) – The term "safety," which relates mostly to workers’ compensation, has been changed to “risk control” to denote its broad application.

Page 15, Article 18(c) – The various Program Memorandums of Coverage (“MOC”) typically include a provision that states when members must provide PRISM with notice of a claim. Accordingly, this provision of the Agreement is expanded to reflect the fact that members shall give notice in accordance with the Bylaws and the Program MOCs.

Page 16, Article 21(b) and Page 17, Article 22(b) – Cancellation provisions are often included in the various Program Memorandums of Understanding (MOU) so these sections are amended to reflect that fact.

Page 17, Article 22(d) – Two typographical errors are corrected. Specifically, “...those members which who.....” is changed to “...those members that ...” and “...county’s participation...” is changed to “...member’s participation....”

Page 19, Article 27 – At a member’s suggestion during the review and comment process, this article is amended to allow the Executive Committee to make non-substantive, clerical amendments to the Agreement without the need to obtain Board approval.

Pages 19 and 20 – Article 27 is titled “Amendment” and Article 30 is titled “Effective Date of Amendments.” As these subjects are connected to each other, Article 30 is moved to Article 28 so that the two provisions are together in the Agreement. Accordingly, current Article 28 becomes Article 29 and current Article 29 becomes Article 30.



Adopted: October 5, 1979
Amended: May 12, 1980
Amended: January 23, 1987
Amended: October 7, 1988
Amended: March 1993
Amended: November 18, 1996
Amended: October 4, 2005
Amended: February 28, 2006
Amended: June 30, 2020

**JOINT POWERS AGREEMENT
CREATING PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT**

This Agreement is executed in the State of California by and among those counties and public entities organized and existing under the Constitution of the State of California which are parties signatory to this Agreement. Public Risk Innovation, Solutions, and Management (referred to herein as PRISM), formerly known as CSAC Excess Insurance Authority, was formed under the sponsorship of CSAC. California counties, hereinafter called member counties, and public entities, hereinafter called member public entities, (collectively "members") shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, Article 16, Section 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of power agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, pursuant to California Government Code Section 990.6, the cost of insurance provided by a local public entity is a proper charge against the local public entity; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and such pooling of self-insured claims or losses is not considered insurance nor subject to regulation under the Insurance Code; and

WHEREAS, the counties and public entities executing this Agreement desire to join together for the purpose of jointly funding and/or establishing excess and other insurance programs as determined;

NOW THEREFORE, the parties agree as follows:

**ARTICLE 1
DEFINITIONS**

"CSAC" shall mean the County Supervisors Association of California, dba California State Association of Counties.

"Board of Directors" or **"Board"** shall mean the governing body of PRISM.

"Claim" shall mean a claim made against a member arising out of an occurrence which is covered by an excess or primary insurance program of PRISM in which the member is a participant.

"Executive Committee" shall mean the Executive Committee of the Board of Directors of PRISM.

"Fiscal year" shall mean that period of twelve months which is established by the Board of Directors as the fiscal year of PRISM.

"Government Code" shall mean the California Government Code.

"Insurance program" or **"program"** shall mean a program which has been designated as a major program of PRISM under which participating members are protected against designated losses, either through joint purchase of primary or excess insurance, pooling of self-insured claims or losses, purchased insurance or any other combination as determined by the Board of Directors. The Board of Directors, the Executive Committee, or a program's governing committee may determine applicable criteria for determining eligibility in any insurance program, as well as establishing program policies and procedures.

"Joint powers law" shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

"Loss" shall mean a liability or potential liability of a member, including litigation expenses, attorneys' fees and other costs, which is covered by an insurance program of PRISM in which the member is a participant.

"Member county" shall mean any county in the State of California which has executed this Agreement and become a member of PRISM. "Member county" shall also include those entities or other bodies set forth in Article 3 (c).

"Member Public Entity" shall mean any California public entity which is not a California county which has executed this Agreement and become a member of PRISM, "Member Public Entity" shall also include those entities or other bodies set forth in Article 3(c).

"Miscellaneous Program" is an insurance program of PRISM that does not involve pooling of self-insured claims or losses and may be made available to members as well as non-member public entities that are not a party to this Agreement.

"Occurrence" shall mean an event which is more fully defined in the memorandums of coverage and/or policies of an insurance program in which the participating county or participating public entity is a member.

"Participating county" shall mean any member county which has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Participating public entity" shall mean any member public entity which has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Self-insured retention" shall mean that portion of a loss resulting from an occurrence experienced by a member which is retained as a liability or potential liability of the member and is not subject to payment by PRISM.

"Reinsurance" shall mean insurance purchased by PRISM as part of an insurance program to cover that portion of any loss which exceeds the joint funding capacity of that program.

**ARTICLE 2
PURPOSES**

This Agreement is entered into by the member counties and member public entities in order to jointly develop and fund insurance programs as determined. Such programs may include, but are not limited to, the creation of joint insurance funds, including primary and excess insurance funds, the pooling of self-insured claims and losses, purchased insurance, including reinsurance, and the provision of necessary administrative services. Such administrative services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services.

**ARTICLE 3
PARTIES TO AGREEMENT**

- (a) There shall be two classes of membership of the parties pursuant to this Agreement consisting of one class designated as Member Counties and another class designated as Member Public Entities.
- (b) Each member county and member public entity, as a party to this Agreement, certifies that it intends to and does contract with all other members as parties to this Agreement and, with such other members as may later be added as parties to this Agreement pursuant to Article 19 as to all programs of which it is a participating member. Each member also certifies that the removal of any party from this Agreement, pursuant to Articles 20 or 21, shall not affect this Agreement or the member's obligations hereunder.
- (c) A member for purposes of providing insurance coverage under any program of PRISM, may contract on behalf of, and shall be deemed to include:
 - Any public entity as defined in Government Code § 811.2 which the member requests to be added and from the time that such request is approved by the Executive Committee of PRISM.
 - Any nonprofit entity, including a nonprofit public benefit corporation formed pursuant to Corporations Code §§ 5111, 5120 and, 5065, which the member requests to be added and from the time that such request is approved by the Executive Committee.
- (d) Any public entity or nonprofit so added shall be subject to and included under the member's SIR or deductible, and when so added, may be subject to such other terms and conditions as determined by the Executive Committee.
- (e) Such public entity or nonprofit shall not be considered a separate party to this Agreement. Any public entity or nonprofit so added, shall not affect the member's representation on the Board of Directors and shall be considered part of and represented by the member for all purposes under this Agreement.
- (f) The Executive Committee shall establish guidelines for approval of any public entity or nonprofit so added in accordance with Article 3(c) and (d).
- (g) Should any conflict arise between the provisions of this Article and any applicable Memorandum of Coverage or other document evidencing coverage, such Memorandum of Coverage or other document evidencing coverage shall prevail.

**ARTICLE 4
TERM**

This Agreement shall continue in effect until terminated as provided herein.

**ARTICLE 5
CREATION OF PRISM**

Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as Public Risk Innovations, Solutions, and Management ("PRISM"), with such powers as are hereinafter set forth.

**ARTICLE 6
POWERS OF PRISM**

PRISM shall have all of the powers common to General Law counties in California, such as Alpine County and all additional powers set forth in the joint powers law, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

- (a) To make and enter into contracts.
- (b) To incur debts, liabilities, and obligations.
- (c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
- (d) To sue and be sued in its own name, and to settle any claim against it.
- (e) To receive and use contributions and advances from members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment, or property.
- (f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.
- (g) To allow non-member public entities and non-member counties to participate in Miscellaneous Programs and for risk management services to be provided to non-member counties and non-member public entities including out-of-state participants in a PRISM program.
- (h) To carry out all provisions of this Agreement.

Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

**ARTICLE 7
BOARD OF DIRECTORS**

PRISM shall be governed by the Board of Directors, which shall be composed as follows:

- (a) One director from each member county, appointed by the member county board of supervisors and serving at the pleasure of that body. Each member county board of supervisors shall also appoint an alternate director who shall have the authority to attend, participate in and vote at any meeting of the Board of Directors when the director is absent. A director or alternate director shall be a county supervisor, other county official, or staff person of the member county, and upon termination of office or employment with the county, shall automatically terminate membership or alternate membership on the Board of Directors.
- (b) Ten directors consisting of seven directors and three alternate directors chosen in the manner specified in the Bylaws from those participating as public entity members. A director or alternate public entity director shall be an official, or staff person of the public

entity member, and upon termination of office or employment with the public entity, shall automatically terminate membership or alternate membership on the Board of Directors.

- (c) Member county directors shall consist of a minimum of 80% of the eligible voting members on the Board of Directors. The public entity member directors shall be reduced accordingly to ensure at least 80% of the Board of Directors consists of county director members (By way of example, if the number of county members is reduced from the current 54 by member withdrawals to a level of 28, then county members would be at the 80% level, 28/35. If the county members go to 27, then the public entity members would lose one seat and would only have 6 votes).

Any vacancy in a county director or alternate director position shall be filled by the appointing county's board of supervisors, subject to the Provisions of this Article. Any vacancy in a public entity director position shall be filled by vote of the public entity members.

A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business. Each member of the Board of Directors shall have one vote. Except as otherwise provided in this Agreement or any other duly executed agreement of the members, all actions of the Board of Directors shall require the affirmative vote of a majority of the members; provided, that any action which is restricted in effect to one of PRISM's insurance programs, shall require the affirmative vote of a majority of those Board of Directors members who represent counties and public entities participating in that program. For purposes of an insurance program vote, to the extent there are public entity members participating in a program, the public entity Board of Directors members as a whole shall have a minimum of one vote. The public entity Board of Directors members may in no event cast more votes than would constitute 20% of the number of total county members in that program (subject to the one vote minimum). Should the number of public entity Board of Directors votes authorized herein be less than the number of public entity Board of Directors members at a duly noticed meeting, the public entity Board of Directors members shall decide among themselves which Board of Directors member shall vote. Should they be unable to decide, the President of PRISM shall determine which director(s) shall vote.

ARTICLE 8 POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and functions:

- (a) The Board of Directors shall exercise all powers and conduct all business of PRISM, either directly or by delegation to other bodies or persons unless otherwise prohibited by this Agreement, or any other duly executed agreement of the members or by law.
- (b) The Board of Directors may adopt such resolutions as deemed necessary in the exercise of those powers and duties set forth herein.
- (c) The Board of Directors shall form an Executive Committee, as provided in Article 11. The Board of Directors may delegate to the Executive Committee and the Executive Committee may discharge any powers or duties of the Board of Directors except adoption of PRISM's annual budget. The powers and duties so delegated shall be specified in resolutions adopted by the Board.
- (d) The Board of Directors may form, as provided in Article 12, such other committees as it deems appropriate to conduct the business of PRISM. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board of Directors.

- (e) The Board of Directors shall elect the officers of PRISM and shall appoint or employ necessary staff in accordance with Article 13.
- (f) The Board of Directors shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of PRISM. Adoption of the budget may not be delegated.
- (g) The Board of Directors shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each insurance program of PRISM, including all provisions for reinsurance and administrative services necessary to carry out such program.
- (h) The Board of Directors, directly or through the Executive Committee, shall provide for necessary services to PRISM and to members, by contract or otherwise, which may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal services.
- (i) The Board of Directors shall provide general supervision and policy direction to the Chief Executive Officer.
- (j) The Board of Directors shall receive and act upon reports of the committees and the Chief Executive Officer.
- (k) The Board of Directors shall act upon each claim involving liability of PRISM, directly or by delegation of authority to the Executive Committee or other committee, body or person, provided, that the Board of Directors shall establish monetary limits upon any delegation of claims settlement authority, beyond which a proposed settlement must be referred to the Board of Directors for approval.
- (l) The Board of Directors may require that PRISM review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any member, insofar as those functions affect the liability or potential liability of PRISM. The Board of Directors may forward any or all such recommendations to the member with a request for compliance and a statement of potential consequences for noncompliance.
- (m) The Board of Directors shall receive, review and act upon periodic reports and audits of the funds of the Authority, as required under Articles 15 and 16 of this Agreement.
- (n) The Board of Directors may, upon consultation with a casualty actuary, declare that any funds established for any program has a surplus of funds and determine a formula to return such surplus to the participating counties and participating public entities which have contributed to such fund.
- (o) The Board of Directors shall have such other powers and duties as are reasonably necessary to carry out the purposes of PRISM.

**ARTICLE 9
MEETINGS OF THE BOARD OF DIRECTORS**

- (a) The Board of Directors shall hold at least one regular meeting each year and shall provide for such other regular meetings and for such special meetings as it deems necessary.
- (b) The Chief Executive Officer of PRISM shall provide for the keeping of minutes of regular and special meetings of the Board of Directors, and shall provide a copy of the minutes to each member of the Board of Directors at the next scheduled meeting.
- (c) All meetings of the Board of Directors, the Executive Committee and such committees as established by the Board of Directors pursuant to Article 12 herein, shall be called,

noticed, held and conducted in accordance with the provisions of Government Code Section 54950 et seq.

ARTICLE 10 OFFICERS

The Board of Directors shall elect from its membership a President and Vice President of the Board, to serve for one-year terms.

The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board of Directors and shall chair the Executive Committee.

ARTICLE 11 EXECUTIVE COMMITTEE

The Board of Directors shall establish an Executive Committee of the Board of Directors which shall consist of eleven members: the President and Vice President of the Board of Directors, and nine members elected by the Board of Directors from its membership.

The terms of office of the nine non-officer members shall be as provided in the Bylaws of PRISM.

The Executive Committee shall conduct the business of PRISM between meetings of the Board of Directors, exercising all those powers as provided for in Article 8, or as otherwise delegated to it by the Board.

ARTICLE 12 COMMITTEES

The Board of Directors may establish committees, as it deems appropriate to conduct the business of PRISM. Members of the committees shall be appointed by the Board of Directors, to serve two year terms, subject to reappointment by the Board of Directors. The members of each committee shall annually select one of their members to chair the Committee.

Each committee shall be composed of at least five members and shall have those duties as determined by the Board of Directors, or as otherwise set forth in the Bylaws.

Each committee shall meet on the call of its chair, and shall report to the Executive Committee and the Board of Directors as directed by the Board of Directors.

ARTICLE 13 STAFF

- (a) **Principal Staff.** The **Chief Executive Officer** shall be appointed by and serve at the pleasure of the Board of Directors. The Chief Executive Officer shall serve as the Board Secretary and administer the business and activities of PRISM, subject to the general supervision and policy direction of the Board of Directors and Executive Committee; shall be responsible for all minutes, notices and records of PRISM and shall perform such other duties as are assigned by the Board and Executive Committee.
- (b) **Treasurer and Auditor.** Pursuant to Government Code Section 6505.6, the Chief Financial Officer shall serve as the Treasurer/Auditor. The duties of the Treasurer are set forth in Article 16 of this Agreement. The Chief Financial Officer shall draw warrants to pay demands against PRISM. The Chief Financial Officer shall comply with the provisions of Government Code Section 6505.5 (a-d) and shall be appointed by and serve at the pleasure of the Chief Executive Officer.
- (c) **Other Staff.** The Board of Directors, Executive Committee or Chief Executive Officer shall provide for the appointment of such other staff as may be necessary for the administration of PRISM.

**ARTICLE 14
DEVELOPMENT, FUNDING AND IMPLEMENTATION
OF INSURANCE PROGRAMS**

- (a) **Program Coverage.** Insurance programs of PRISM may provide coverage, including excess insurance coverage for:
- (1) Workers' compensation;
 - (2) Comprehensive liability, including but not limited to general, personal injury, contractual, public officials errors and omissions, and incidental malpractice liability;
 - (3) Comprehensive automobile liability;
 - (4) Hospital malpractice liability;
 - (5) Property and related programs;

and may provide any other coverages authorized by the Board of Directors. The Board of Directors shall determine, for each such program, a minimum number of participants required for program implementation and may develop specific program coverages requiring detailed agreements for implementation of the above programs.

- (b) **Program and PRISM Funding.** The members developing or participating in an insurance program shall fund all costs of that program, including administrative costs, as hereinafter provided. Costs of staffing and supporting PRISM, hereinafter called PRISM general expenses, shall be equitably allocated among the various programs by the Board of Directors, and shall be funded by the members developing or participating in such programs in accordance with such allocations, as hereinafter provided. In addition, the Board of Directors may, in its discretion, allocate a share of such PRISM general expense to those members which are not developing or participating in any program, and require those counties and public entities to fund such share through a prescribed charge.

- (1) **Annual Premium.** Except as provided in (2) below, all post-development costs of an insurance program shall be funded by annual premiums charged to the members participating in the program each policy year, and by interest earnings on the funds so accumulated. Such premiums shall be determined by the Board of Directors or the program's governing committee upon the basis of a cost allocation plan and rating formula developed by PRISM with the assistance of a casualty actuary, risk management consultant, or other qualified person. The premium for each participating member shall include that participant's share of expected program losses including a margin for contingencies as determined by the Board of Directors, program reinsurance costs, and program administrative costs for the year, plus that participant's share of PRISM general expense allocated to the program by the Board of Directors.
- (2) **Premium Surcharge**
 - (i) If PRISM experiences an unusually large number of losses under a program during a policy year, such that notwithstanding reinsurance coverage for large individual losses, the joint insurance funds for the program may be exhausted before the next annual premiums are due, the Board of Directors or the program's governing committee may, upon consultation with a casualty actuary, impose premium surcharges on all participating members; or

- (ii) If it is determined by the Board of Directors or the program's governing committee, upon consultation with a casualty actuary, that the joint insurance funds for a program are insufficient to pay losses, fund known estimated losses, and fund estimated losses which have been incurred but not reported, the Board of Directors or the program's governing committee may impose a surcharge on all participating members.
- (iii) Premium surcharges imposed pursuant to (i) and/or (ii) above shall be in an amount which will assure adequate funds for the program to be actuarially sound; provided that the surcharge to any participating member shall not exceed an amount equal to three (3) times the member's annual premium for that year, unless otherwise determined by the Board of Directors or the program's governing committee.

Provided, however, that no premium surcharge in excess of three times the member's annual premium for that year may be assessed unless, ninety days prior to the Board of Directors taking action to determine the amount of the surcharge, PRISM notifies the governing body of each participating member in writing of its recommendations regarding its intent to assess a premium surcharge and the amount recommended to be assessed each member. PRISM shall, concurrently with the written notification, provide each participating member with a copy of the actuarial study upon which the recommended premium surcharge is based.

- (iv) A member which is no longer a participating member at the time the premium surcharge is assessed, but which was a participating member during the policy year(s) for which the premium surcharge was assessed, shall pay such premium surcharges as it would have otherwise been assessed in accordance with the provisions of (i), (ii), and (iii) above.
- (c) **Program Implementation and Effective Date.** Upon establishment of an insurance program by the Board of Directors, PRISM shall determine the manner of program implementation and shall give written notice to all members of such program, which shall include, but not be limited to: program participation levels, coverages and terms of coverage of the program, estimates of first year premium charges, , effective date of the program (or estimated effective date) and such other program provisions as deemed appropriate.
 - (d) **Late Entry Into Program.** A member which does not elect to enter an insurance program upon its implementation, pursuant to (c) above, or a county or public entity which becomes a party to this Agreement following implementation of the program, may petition the Board of Directors for late entry into the program. Such request may be granted upon a majority vote of the Board of Directors members, plus a majority vote of those board members who represent participants in the program. Alternatively, a county or public entity may petition the Executive Committee for late entry into the program, or a program committee, when authorized by an MOU governing that specific program, may approve late entry into that program. Such request may be granted upon a majority vote of the Executive Committee or program committee.
 - (e) **Reentry Into A Program.** Except as otherwise provided in a Program Memorandum of Understanding, any county or public entity that is a member of an insurance program of PRISM who withdraws or is cancelled from an insurance program under Articles 21 and 22, may not reenter such insurance program for a period of three years from the effective date of withdrawal or cancellation.

**ARTICLE 15
ACCOUNTS AND RECORDS**

- (a) **Annual Budget.** PRISM shall annually adopt an operating budget pursuant to Article 8 of this Agreement, which shall include a separate budget for each insurance program under development or adopted and implemented by PRISM.
- (b) **Funds and Accounts.** The Auditor of PRISM shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board of Directors. Separate accounts shall be established and maintained for each insurance program under development or adopted and implemented by PRISM. Books and records of PRISM in the hands of the Auditor shall be open to inspection at all reasonable times by authorized representatives of members.

PRISM shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.

- (c) **Auditor's Report.** The Auditor, within one hundred and eighty (180) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each member.
- (d) **Annual Audit.** Pursuant to Government Code Section 6505, PRISM shall either make or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records of PRISM, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with each of the members and also with the county auditor of the county where the home office of PRISM is located and shall be sent to any public agency or person in California that submits a written request to PRISM. The report shall be filed within six months of the end of the fiscal year or years under examination. Costs of the audit shall be considered a general expense of PRISM.

**ARTICLE 16
RESPONSIBILITIES FOR FUNDS AND PROPERTY**

- (a) The Treasurer shall have the custody of and disburse PRISM's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board of Directors to perform that function, subject to the requirements of (b) below.
- (b) Pursuant to Government Code Section 6505.6, the Treasurer shall:
 - (1) Receive and acknowledge receipt for all funds of PRISM and place them in the treasury of the Treasurer to the credit of PRISM.
 - (2) Be responsible upon his or her official bond for the safekeeping and disbursements of all PRISM funds so held by him or her.
 - (3) Pay any sums due from PRISM, as approved for payment by the Board of Directors or by any body or person to whom the Board of Directors has delegated approval authority, making such payments from PRISM funds upon warrants drawn by the Auditor.
- (c) Pursuant to Government Code Section 6505.1, the Chief Executive Officer, the Treasurer, and such other persons as the Board of Directors may designate shall have charge of, handle, and have access to the property of PRISM.
- (d) PRISM shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in the form specified by the Board of Directors, covering all officers and staff of PRISM, and all officers and staff who are authorized to have charge of, handle, and have access to property of PRISM.

**ARTICLE 17
RESPONSIBILITIES OF MEMBERS**

Members shall have the following responsibilities under this Agreement.

- (a) The board of supervisors of each member county shall appoint a representative and one alternate representative to the Board of Directors, pursuant to Article 7.
- (b) Each member shall appoint an officer or employee of the member to be responsible for the risk management function for that member and to serve as a liaison between the member and PRISM for all matters relating to risk management.
- (c) Each member shall maintain an active risk control program, and shall consider and act upon all recommendations of PRISM concerning the reduction of unsafe practices.
- (d) Each member shall maintain its own claims and loss records in each category of liability covered by an insurance program of PRISM in which the member is a participant, and shall provide copies of such records to PRISM as directed by the Board of Directors or Executive Committee, or to such other committee as directed by the Board of Directors or Executive Committee.
- (e) Each member shall pay premiums and premium surcharges due to PRISM as required under Article 14. Penalties for late payment of such premiums and/or premium surcharges shall be as determined and assessed by the Board of Directors. After withdrawal, cancellation, or termination action under Articles 20, 21, or 23, each member shall pay promptly to PRISM any additional premiums due, as determined and assessed by the Board of Directors under Articles 22 or 23. Any costs incurred by PRISM associated with the collection of such premiums or other charges, shall be recoverable by PRISM.
- (f) Each member shall provide PRISM such other information or assistance as may be necessary for PRISM to develop and implement insurance programs under this Agreement.
- (g) Each member shall cooperate with and assist PRISM, and any insurer of PRISM, in all matters relating to this Agreement, and shall comply with all Bylaws, and other rules by the Board of Directors.
- (h) Each member shall have such other responsibilities as are provided elsewhere in this Agreement, and as are established by the Board of Directors in order to carry out the purposes of this Agreement.

**ARTICLE 18
ADMINISTRATION OF CLAIMS**

- (a) Subject to subparagraph (e), each member shall be responsible for the investigation, settlement or defense, and appeal of any claim made, suit brought, or proceeding instituted against the member arising out of a loss.
- (b) PRISM may develop standards for the administration of claims for each insurance program of PRISM so as to permit oversight of the administration of claims by the members.
- (c) Each participating member shall give PRISM timely written notice of claims in accordance with the provisions of the Bylaws and the applicable program Memorandum of Coverage.

- (d) A member shall not enter into any settlement involving liability of PRISM without the advance written consent of PRISM.
- (e) PRISM, at its own election and expense, shall have the right to participate with a member in the settlement, defense, or appeal of any claim, suit or proceeding which, in the judgment of PRISM, may involve liability of PRISM.

ARTICLE 19 NEW MEMBERS

Any California public entity may become a party to this Agreement and participate in any insurance program in which it is not presently participating upon approval of the Board of Directors, by a majority vote of the members, or by majority vote of the Executive Committee.

ARTICLE 20 WITHDRAWAL

- (a) A member may withdraw as a party to this Agreement upon thirty (30) days advance written notice to PRISM if it has never become a participant in any insurance program pursuant to Article 14, or if it has previously withdrawn from all insurance programs in which it was a participant.
- (b) After becoming a participant in an insurance program, a member may withdraw from that program only at the end of a policy year for the program, and only if it gives PRISM at least sixty (60) days advance written notice of such action.

ARTICLE 21 CANCELLATION

- (a) Notwithstanding the provisions of Article 20, the Board of Directors may:
 - (1) Cancel any member from this Agreement and membership in PRISM, on a majority vote of the Board of Directors members. Such action shall have the effect of canceling the member's participation in all insurance programs of PRISM as of the date that all membership is canceled.
 - (2) Cancel any member's participation in an insurance program of PRISM, without canceling the member's membership in PRISM or participation in other programs, on a vote of two-thirds of the Board of Directors members present and voting who represent participants in the program.

The Board of Directors shall give sixty (60) days advance written notice of the effective date of any cancellation under the foregoing provisions. Upon such effective date, the member shall be treated the same as if it had voluntarily withdrawn from this Agreement, or from the insurance program, as the case may be.

- (b) Except as otherwise provided in a program Memorandum of Understanding, a member that does not enter one or more of the insurance programs developed and implemented by PRISM within the member's first year as a member of PRISM shall be considered to have withdrawn as a party to this Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.
- (c) A member which withdraws from all insurance programs of PRISM in which it was a participant and does not enter any program for a period of six (6) months thereafter shall be considered to have withdrawn as a party to the Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.

ARTICLE 22
EFFECT OF WITHDRAWAL OR CANCELLATION

- (a) If a member's participation in an insurance program of PRISM is canceled under Article 21, with or without cancellation of membership in PRISM, and such cancellation is effective before the end of the policy year for that program, PRISM shall promptly determine and return to that member the amount of any unearned premium payment from the member for the policy year, such amount to be computed on a pro-rata basis from the effective date of cancellation.
- (b) Except as provided in (a) above or as otherwise provided in a program Memorandum of Understanding, a member which withdraws or is canceled from this Agreement and membership in PRISM, or from any program of PRISM, shall not be entitled to the return of any premium or other payment to PRISM, or of any property contributed to PRISM. However, in the event of termination of this Agreement, such member may share in the distribution of assets of PRISM to the extent provided in Article 23 provided; however, that any withdrawn or canceled member which has been assessed a premium surcharge pursuant to Article 14 (b) (3) (ii) shall be entitled to return of said member's unused surcharge, plus interest accrued thereon, at such time as the Board of Directors declares that a surplus exists in any insurance fund for which a premium surcharge was assessed.
- (c) Except as provided in (d) below, a member shall pay any premium charges which the Board of Directors determines are due from the member for losses and costs incurred during the entire coverage year in which the member was a participant in such program regardless of the date of entry into such program. Such charges may include any deficiency in a premium previously paid by the member, as determined by audit under Article 14 (b) (2); any premium surcharge assessed to the member under Article 14 (b) (3); and any additional amount of premium which the Board of Directors determines to be due from the member upon final disposition of all claims arising from losses under the program during the entire coverage year in which the member was a participant regardless of date of entry into such program. Any such premium charges shall be payable by the member in accordance with PRISM's invoice and payment policy.
- (d) Those members that have withdrawn or been canceled pursuant to Articles 20 and 21 from any program of PRISM during a coverage year shall pay any premium charges which the Board of Directors determines are due from the members for losses and costs which were incurred during the member's participation in any program.

ARTICLE 23
TERMINATION AND DISTRIBUTION OF ASSETS

- (a) A three-fourths vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from the member public entities, is required to terminate this Agreement; provided, however, that this Agreement and PRISM shall continue to exist after such election for the purpose of disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of PRISM.
- (b) Upon termination of this Agreement, all assets of PRISM in each insurance program shall be distributed among those members which participated in that program in proportion to their cash contributions, including premiums paid and property contributed (at market value when contributed). The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the program.
- (c) Following termination of this Agreement, any member which was a participant in an insurance program of PRISM shall pay any additional amount of premium, determined by the Board of Directors in accordance with a loss allocation formula, which may be

necessary to enable final disposition of all claims arising from losses under that program during the entire coverage year in which the member was a participant regardless of the date of entry into such program.

ARTICLE 24
LIABILITY OF BOARD OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS
AND LEGAL ADVISORS

The members of the Board of Directors, Officers, committee members and legal advisors to any Board of Directors or committees of PRISM shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of PRISM funds, or failure to invest.

No Director, Officer, committee member, or legal advisor to any Board of Directors or committee shall be responsible for any action taken or omitted by any other Director, Officer, committee member, or legal advisor to any committee. No Director, Officer, committee member or legal advisor to any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this Agreement.

The funds of PRISM shall be used to defend, indemnify and hold harmless PRISM and any Director, Officer, committee member or legal advisor to any committee for their actions taken within the scope of the authority of PRISM. Nothing herein shall limit the right of PRISM to purchase insurance to provide such coverage as is hereinabove set forth.

ARTICLE 25
BYLAWS

The Board of Directors may adopt Bylaws consistent with this Agreement which shall provide for the administration and management of PRISM.

ARTICLE 26
NOTICES

PRISM shall address notices, billings and other communications to a member as directed by the member. Each member shall provide PRISM with the address to which communications are to be sent. Members shall address notices and other communications to PRISM to the Chief Executive Officer of PRISM, at the office address of PRISM as set forth in the Bylaws.

ARTICLE 27
AMENDMENT

A two-thirds vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from member public entities, is required to amend this Agreement. However, the Executive Committee is authorized to make non-substantive, clerical amendments to the Agreement and does not need to obtain approval from the Board of Directors to make such amendments.

ARTICLE 28
EFFECTIVE DATE OF AMENDMENTS

Any amendment of this Agreement shall become effective upon the date specified by the Board of Directors and upon approval of any Amended Agreement as required in Article 27. Approval of any amendment by the voting boards of supervisors and public entity board members must take place no later than 30 days from the effective date specified by the Board of Directors.

**ARTICLE 29
PROHIBITION AGAINST ASSIGNMENT**

No member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any member shall have any right, claim or title to any part, share, interest, fund, premium or asset of PRISM.

**ARTICLE 30
AGREEMENT COMPLETE**

This Agreement constitutes the full and complete Agreement of the parties.

**ARTICLE 31
DISPUTE RESOLUTION**

When a dispute arises between PRISM and a member, the following procedures are to be followed:

- (a) Request for Reconsideration. The member will make a written request to PRISM for the appropriate Committee to reconsider their position, citing the arguments in favor of the member and any applicable case law that applies. The member can also, request a personal presentation to that Committee, if it so desires.
- (b) Committee Appeal. The committee responsible for the program or having jurisdiction over the decision in question will review the matter and reconsider PRISM's position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the member requesting reconsideration is represented on the committee having jurisdiction, that committee member shall be deemed to have a conflict and shall be excluded from any vote.
- (c) Executive Committee Appeal. If the member is not satisfied with the outcome of the committee appeal, the matter will be brought to the Executive Committee for reconsideration upon request of the member. If the member requesting reconsideration is represented on the Executive Committee, that Executive Committee member shall be deemed to have a conflict and shall be excluded from any vote.
- (d) Arbitration. If the member is not satisfied with the outcome of the Executive Committee appeal, the next step in the appeal process is arbitration. The arbitration, whether binding or non-binding, is to be mutually agreed upon by the parties. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for a determination. If Binding Arbitration is selected, then the decision of the arbitrator is final. Both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved member and PRISM.
- (e) Litigation. If, after following the dispute resolution procedure paragraphs a-d, either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as a possible remedy to the dispute.

**ARTICLE 32
FILING WITH SECRETARY OF STATE**

The Chief Executive Officer of PRISM shall file a notice of this Agreement with the office of California Secretary of State within 30 days of its effective date, as required by Government Code Section 6503.5 and within 70 days of its effective date as required by Government Code Section 53051.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

DATE: _____

MEMBER: _____
(Print Name of Member)

BY: _____
(Authorized signature of Member)

Seal:



Adopted: October 5, 1979
Amended: May 12, 1980
Amended: January 23, 1987
Amended: October 7, 1988
Amended: March 1993
Amended: November 18, 1996
Amended: October 4, 2005
Amended: February 28, 2006
[Amended: June 30, 2020](#)

JOINT POWERS AGREEMENT

CREATING PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT ~~THE CSAC EXCESS~~ ~~INSURANCE AUTHORITY~~

This Agreement is executed in the State of California by and among those counties and public entities organized and existing under the Constitution of the State of California which are parties signatory to this Agreement. ~~The Public Risk Innovation, Solutions, and Management (referred to herein as PRISM), formerly known as~~ CSAC Excess Insurance Authority, was formed under the sponsorship of CSAC. ~~All such~~ California counties, hereinafter called member counties, and public entities, hereinafter called member public entities, [collectively "members"] shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, Article 16, Section 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of power agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, pursuant to California Government Code Section 990.6, the cost of insurance provided by a local public entity is a proper charge against the local public entity; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and such pooling of self-insured claims or losses is not considered insurance nor subject to regulation under the Insurance Code; and

WHEREAS, the counties and public entities executing this Agreement desire to join together for the purpose of jointly funding and/or establishing excess and other insurance programs as determined;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 DEFINITIONS

"**CSAC**" shall mean the County Supervisors Association of California, dba California State Association of Counties.

~~"Authority" shall mean the CSAC Excess Insurance Authority created by this Agreement.~~

"**Board of Directors**" or "**Board**" shall mean the governing body of ~~the Authority~~PRISM.

"**Claim**" shall mean a claim made against a member arising out of an occurrence which is covered by an excess or primary insurance program of PRISM~~the Authority~~ in which the member is a participant.

"**Executive Committee**" shall mean the Executive Committee of the Board of Directors of PRISM~~the Authority~~.

"**Fiscal year**" shall mean that period of twelve months which is established by the Board of Directors as the fiscal year of PRISM~~the Authority~~.

"**Government Code**" shall mean the California Government Code.

"**Insurance program**" or "**program**" shall mean a program which has been designated as a major program of PRISM ~~the Authority~~ under which participating members are protected against designated losses, either through joint purchase of primary or excess insurance, pooling of self-insured claims or losses, purchased insurance or any other combination as determined by the Board of Directors. The Board of Directors, ~~or the Executive Committee, or a program's governing committee~~ may determine applicable criteria for determining eligibility in any insurance program, as well as establishing program policies and procedures.

"**Joint powers law**" shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

"**Loss**" shall mean a liability or potential liability of a member, including litigation expenses, attorneys' fees and other costs, which is covered by an insurance program of PRISM ~~the Authority~~ in which the member is a participant.

"**Member county**" shall mean any county in the State of California which ~~, through the membership of its supervisors in CSAC,~~ has executed this Agreement and become a member of PRISM ~~the Authority~~. "Member county" shall also include those entities or other bodies set forth in Article 3 (c).

"**Member Public Entity**" shall mean any California public entity which is not a California county ~~which does not maintain a membership in CSAC,~~ which has executed this Agreement and become a member of PRISM~~the Authority~~, "Member Public Entity" shall also include those entities or other bodies set forth in Article 3(c).

"Miscellaneous Program" is an insurance program of PRISM that does not involve pooling of self-insured claims or losses and may be made available to members as well as non-member public entities that are not a party to this Agreement.

_____ **"Occurrence"** shall mean an event which is more fully defined in the memorandums of coverage and/or policies of an insurance program in which the participating county or participating public entity is a member.

"Participating county" shall mean any member county which has entered into a program offered by PRISM~~the Authority~~ pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Participating public entity" shall mean any member public entity which has entered into a program offered by PRISM~~the Authority~~ pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Self-insured retention" shall mean that portion of a loss resulting from an occurrence experienced by a member which is retained as a liability or potential liability of the member and is not subject to payment by PRISM~~the Authority~~.

"Reinsurance" shall mean insurance purchased by PRISM~~the Authority~~ as part of an insurance program to cover that portion of any loss which exceeds the joint funding capacity of that program.

ARTICLE 2 PURPOSES

This Agreement is entered into by the member counties and member public entities in order to jointly develop and fund insurance programs as determined. Such programs may include, but are not limited to, the creation of joint insurance funds, including primary and excess insurance funds, the pooling of self-insured claims and losses, purchased insurance, including reinsurance, and the provision of necessary administrative services. Such administrative services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services.

ARTICLE 3 PARTIES TO AGREEMENT

(a) There shall be two classes of membership of the parties pursuant to this Agreement consisting of one class designated as Member Counties and another class designated as Member Public Entities.

(b) Each member county and member public entity, as a party to this Agreement, certifies that it intends to and does contract with all other members as parties to this Agreement and, with such other members as may later be added as parties to this Agreement pursuant to Article 19 as to all programs of which it is a participating member. Each member also certifies that the removal of any party

from this Agreement, pursuant to Articles 20 or 21, shall not affect this Agreement or the member's obligations hereunder.

(c) A member for purposes of providing insurance coverage under any program of PRISM~~the Authority~~, may contract on behalf of, and shall be deemed to include:

Any public entity as defined in Government Code § 811.2 which the member requests to be added and from the time that such request is approved by the Executive Committee of PRISM~~the Authority~~.

Any nonprofit entity, including a nonprofit public benefit corporation formed pursuant to Corporations Code §§ 5111, 5120 and, 5065, which the member requests to be added and from the time that such request is approved by the Executive Committee.

(d) Any public entity or nonprofit so added shall be subject to and included under the member's SIR or deductible, and when so added, may be subject to such other terms and conditions as determined by the Executive Committee.

(e) Such public entity or nonprofit shall not be considered a separate party to this Agreement. Any public entity or nonprofit so added, shall not affect the member's representation on the Board of Directors and shall be considered part of and represented by the member for all purposes under this Agreement.

(f) The Executive Committee shall establish guidelines for approval of any public entity or nonprofit so added in accordance with Article 3(c) and (d).

(g) Should any conflict arise between the provisions of this Article and any applicable Memorandum of Coverage or other document evidencing coverage, such Memorandum of Coverage or other document evidencing coverage shall prevail.

ARTICLE 4 TERM

This Agreement shall continue in effect until terminated as provided herein.

ARTICLE 5 CREATION OF ~~THE AUTHORITY~~PRISM

Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as ~~the~~Public Risk Innovations, Solutions, and Management ("PRISM")~~CSAC Excess Insurance Authority~~, with such powers as are hereinafter set forth.

ARTICLE 6

POWERS OF ~~THE AUTHORITY~~PRISM

PRISM~~The Authority~~ shall have all of the powers common to General Law counties in California, such as Alpine County and all additional powers set forth in the joint powers law, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

- (a) To make and enter into contracts.
- (b) To incur debts, liabilities, and obligations.
- (c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
- (d) To sue and be sued in its own name, and to settle any claim against it.
- (e) To receive and use contributions and advances from members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment, or property.
- (f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.
- (g) To allow non-member public entities and non-member counties to participate in Miscellaneous Programs and for risk management services to be provided to non-member counties and non-member public entities including out-of-state participants in a PRISM program.
- (hg) To carry out all provisions of this Agreement.

Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

**ARTICLE 7
BOARD OF DIRECTORS**

PRISM~~The Authority~~ shall be governed by the Board of Directors, which shall be composed as follows:

- ~~()~~ (a) One director from each member county, appointed by the member county board of supervisors and serving at the pleasure of that body. Each member county board of supervisors shall also appoint an alternate director who shall have the authority to attend, participate in and vote at any meeting of the Board of Directors when the director is absent. A director or alternate director shall be a county supervisor, other county official, or staff person of the member county, and upon termination of office or employment with the county, shall automatically terminate membership or alternate membership on the Board of Directors.
- ~~()~~ (b) Ten directors consisting of seven directors and three alternate directors chosen in the manner specified in the Bylaws from those participating as public entity members. A director or alternate public entity director shall be an official, or staff person of the public entity member, and upon

termination of office or employment with the public entity, shall automatically terminate membership or alternate membership on the Board of Directors.

—(c) Member county directors shall consist of a minimum of 80% of the eligible voting members on the Board of Directors. The public entity member directors shall be reduced accordingly to ensure at least 80% of the Board of Directors consists of county director members (By way of example, if the number of county members is reduced from the current 54 by member withdrawals to a level of 28, then county members would be at the 80% level, 28/35. If the county members go to 27, then the public entity members would lose one seat and would only have 6 votes).

Any vacancy in a county director or alternate director position shall be filled by the appointing county's board of supervisors, subject to the Provisions of this Article. Any vacancy in a public entity director position shall be filled by vote of the public entity members.

A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business. Each member of the Board of Directors shall have one vote. Except as otherwise provided in this Agreement or any other duly executed agreement of the members, all actions of the Board of Directors shall require the affirmative vote of a majority of the members; provided, that any action which is restricted in effect to one of ~~PRISM~~the Authority's insurance programs, shall require the affirmative vote of a majority of those Board of Directors members who represent counties and public entities participating in that program. For purposes of an insurance program vote, to the extent there are public entity members participating in a program, the public entity Board of Directors members as a whole shall have a minimum of one vote. The public entity Board of Directors members may in no event cast more votes than would constitute 20% of the number of total county members in that program (subject to the one vote minimum). Should the number of public entity Board of Directors votes authorized herein be less than the number of public entity Board of Directors members at a duly noticed meeting, the public entity Board of Directors members shall decide among themselves which Board of Directors member shall vote. Should they be unable to decide, the President of ~~PRISM~~the Authority shall determine which director(s) shall vote.

ARTICLE 8

POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and functions:

(a) The Board of Directors shall exercise all powers and conduct all business of ~~PRISM~~the Authority, either directly or by delegation to other bodies or persons unless otherwise prohibited by this Agreement, or any other duly executed agreement of the members or by law.

(b) The Board of Directors may adopt such resolutions as deemed necessary in the exercise of those powers and duties set forth herein.

(c) The Board of Directors shall form an Executive Committee, as provided in Article 11. The Board of Directors may delegate to the Executive Committee and the Executive Committee may

discharge any powers or duties of the Board of Directors except adoption of PRISM~~the Authority~~'s annual budget. The powers and duties so delegated shall be specified in resolutions adopted by the Board.

(d) The Board of Directors may form, as provided in Article 12, such other committees as it deems appropriate to conduct the business of PRISM~~the Authority~~. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board of Directors. ~~;~~ ~~provided that the Board may delegate its powers and duties only to a committee of the Board composed of a majority of Board members and/or alternate members. Any committee which is not composed of a majority of Board members and/or alternate members may function only in an advisory capacity.~~

(e) The Board of Directors shall elect the officers of PRISM~~the Authority~~ and shall appoint or employ necessary staff in accordance with Article 13.

(f) The Board of Directors shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of PRISM~~the Authority~~. Adoption of the budget may not be delegated.

(g) The Board of Directors shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each insurance program of PRISM~~the Authority~~, including all provisions for reinsurance and administrative services necessary to carry out such program.

(h) The Board of Directors, directly or through the Executive Committee, shall provide for necessary services to PRISM~~the Authority~~ and to members, by contract or otherwise, which may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal services.

(i) The Board of Directors shall provide general supervision and policy direction to the Chief Executive Officer.

(j) The Board of Directors shall receive and act upon reports of the committees and the Chief Executive Officer.

(k) The Board of Directors shall act upon each claim involving liability of PRISM~~the Authority~~, directly or by delegation of authority to the Executive Committee or other committee, body or person, provided, that the Board of Directors shall establish monetary limits upon any delegation of claims settlement authority, beyond which a proposed settlement must be referred to the Board of Directors for approval.

(l) The Board of Directors may require that PRISM~~the Authority~~ review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any member, insofar as those functions affect the liability or potential liability of PRISM~~the Authority~~. The Board of Directors may forward any or all such recommendations to the member with a request for compliance and a statement of potential consequences for noncompliance.

(m) The Board of Directors shall receive, review and act upon periodic reports and audits of the funds of the Authority, as required under Articles 15 and 16 of this Agreement.

(n) The Board of Directors may, upon consultation with a casualty actuary, declare that any funds established for any program has a surplus of funds and determine a formula to return such surplus to the participating counties and participating public entities which have contributed to such fund.

(o) The Board [of Directors](#) shall have such other powers and duties as are reasonably necessary to carry out the purposes of [PRISM](#)~~the Authority~~.

ARTICLE 9 MEETINGS OF THE BOARD OF DIRECTORS

(a) The Board [of Directors](#) shall hold at least one regular meeting each year and shall provide for such other regular meetings and for such special meetings as it deems necessary.

(b) The Chief Executive Officer of [PRISM](#)~~the Authority~~ shall provide for the keeping of minutes of regular and special meetings of the Board [of Directors](#), and shall provide a copy of the minutes to each member of the Board [of Directors](#) at the next scheduled meeting.

(c) All meetings of the Board [of Directors](#), the Executive Committee and such committees as established by the Board [of Directors](#) pursuant to Article 12 herein, shall be called, noticed, held and conducted in accordance with the provisions of Government Code Section 54950 et seq.

ARTICLE 10 OFFICERS

The Board of Directors shall elect from its membership a President and Vice President of the Board, to serve for one-year terms.

The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board [of Directors](#) and shall chair the Executive Committee.

ARTICLE 11 EXECUTIVE COMMITTEE

The Board of Directors shall establish an Executive Committee of the Board [of Directors](#) which shall consist of eleven members: the President and Vice President of the Board [of Directors](#), and nine members elected by the Board [of Directors](#) from its membership.

The terms of office of the nine non-officer members shall be as provided in the Bylaws of [PRISM](#)~~the Authority~~.

The Executive Committee shall conduct the business of [PRISM](#)~~the Authority~~ between meetings of the Board [of Directors](#), exercising all those powers as provided for in Article 8, or as otherwise delegated to it by the Board.

ARTICLE 12 COMMITTEES

The Board of Directors may establish committees, as it deems appropriate to conduct the business of PRISM~~the Authority~~. Members of the committees shall be appointed by the Board of Directors, to serve two year terms, subject to reappointment by the Board of Directors. The members of each committee shall annually select one of their members to chair the Committee.

Each committee shall be composed of at least five members and shall have those duties as determined by the Board of Directors, or as otherwise set forth in the Bylaws.

Each committee shall meet on the call of its chair, and shall report to the Executive Committee and the Board of Directors as directed by the Board of Directors.

ARTICLE 13 STAFF

(a) **Principal Staff.** The ~~following staff members shall be appointed by and serve at the pleasure of the Board of Directors:~~

~~_____ (1) Chief Executive Officer. The Chief Executive Officer shall be appointed by and serve at the pleasure of the Board of Directors. The Chief Executive Officer shall serve as the Board Secretary and~~ administer the business and activities of PRISM~~the Authority~~, subject to the general supervision and policy direction of the Board of Directors and Executive Committee; shall be responsible for all minutes, notices and records of PRISM~~the Authority~~ and shall perform such other duties as are assigned by the Board and Executive Committee.

_____ (b)

~~_____ (2) Treasurer and Auditor. Pursuant to Government Code Section 6505.6, the Chief Financial Officer shall serve as the Treasurer/Auditor. The duties of the Treasurer are set forth in Article 16 of this Agreement. The Chief Financial Officer shall draw warrants to pay demands against PRISM. The Chief Financial Officer~~ The duties of the Treasurer are set forth in Article 16 of this Agreement. Pursuant to Government Code Section 6505.5, the Treasurer shall be the county treasurer of a member county of the Authority, or, pursuant to Government Code Section 6505.6, the Board may appoint one of its officers or employees to the position of Treasurer, who shall comply with the provisions of Government Code Section 6505.5 (a-d) and shall be appointed by and serve at the pleasure of the Chief Executive Officer.

~~(3) Auditor. The Auditor shall draw warrants to pay demands against the Authority when approved by the Treasurer. Pursuant to Government Code Section 6505.5, the Auditor shall be the Auditor of the county from which the Treasurer is appointed by the Board under (2) above, or, pursuant to Government Code Section 6505.6, the Board may appoint one of its officers or employees to the position of Auditor, who shall comply with the provisions of Government Code Section 6505.5 (a-d).~~

~~(b) **Charges for Treasurer and Auditor Services.** Pursuant to Government Code Section 6505, the charges to the Authority for the services of Treasurer and Auditor shall be determined by the board of supervisors of the member county from which such staff members are appointed.~~

(c) **Other Staff.** The Board of Directors, Executive Committee or Chief Executive Officer shall provide for the appointment of such other staff as may be necessary for the administration of PRISM~~the Authority~~.

ARTICLE 14 DEVELOPMENT, FUNDING AND IMPLEMENTATION OF INSURANCE PROGRAMS

(a) **Program Coverage.** Insurance programs of PRISM~~the Authority~~ may provide coverage, including excess insurance coverage for:

- (1) Workers' compensation;
- (2) Comprehensive liability, including but not limited to general, personal injury, contractual, public officials errors and omissions, and incidental malpractice liability;
- (3) Comprehensive automobile liability;
- (4) Hospital malpractice liability;
- (5) Property and related programs;

and may provide any other coverages authorized by the Board of Directors. The Board of Directors shall determine, for each such program, a minimum number of participants required for program implementation and may develop specific program coverages requiring detailed agreements for implementation of the above programs.

(b) **Program and PRISMAuthority Funding.** The members developing or participating in an insurance program shall fund all costs of that program, including administrative costs, as hereinafter provided. Costs of staffing and supporting PRISM~~the Authority~~, hereinafter called PRISMAuthority general expenses, shall be equitably allocated among the various programs by the Board of Directors, and shall be funded by the members developing or participating in such programs in accordance with such allocations, as hereinafter provided. In addition, the Board of Directors may, in its discretion, allocate a share of such PRISMAuthority general expense to those members which are not developing or participating in any program, and require those counties and public entities to fund such share through a prescribed charge.

~~(1) **Development Charge.** Development costs of an insurance program shall be funded by a development charge, as established by the Board of Directors. The development charge shall be paid by each participant in the program following the program's adoption by the Board. Development costs are those costs actually incurred by the Authority in developing a program for review and adoption by the Board of Directors, including but not limited to: research, feasibility studies, information and liaison work among participants, preparation and review of documents, and actuarial and~~

~~risk management consulting services. The development charge may also include a share of Authority general expenses, as allocated to the program development function.~~

~~_____ The development charge shall be billed by the Authority to all participants in the program upon establishment of the program and shall be payable in accordance with the Authority's invoice and payment policy.~~

~~Upon the conclusion of program development: any deficiency in development funds shall be billed to all participants which have paid the development charge, on a pro-rata or other equitable basis, as determined by the Board; any surplus in such funds shall be transferred into the Authority's general expense funds.~~

(12) Annual Premium. Except as provided in **(23)** below, all post-development costs of an insurance program shall be funded by annual premiums charged to the members participating in the program each policy year, and by interest earnings on the funds so accumulated. Such premiums shall be determined by the Board of Directors or the program's governing committee upon the basis of a cost allocation plan and rating formula developed by PRISM~~the Authority~~ with the assistance of a casualty actuary, risk management consultant, or other qualified person. The premium for each participating member shall include that participant's share of expected program losses including a margin for contingencies as determined by the Board of Directors, program reinsurance costs, and program administrative costs for the year, plus that participant's share of PRISM~~Authority~~ general expense allocated to the program by the Board of Directors.

(23) Premium Surcharge

(i) If PRISM~~the Authority~~ experiences an unusually large number of losses under a program during a policy year, such that notwithstanding reinsurance coverage for large individual losses, the joint insurance funds for the program may be exhausted before the next annual premiums are due, the Board of Directors or the program's governing committee may, upon consultation with a casualty actuary, impose premium surcharges on all participating members; or

(ii) If it is determined by the Board of Directors or the program's governing committee, upon consultation with a casualty actuary, that the joint insurance funds for a program are insufficient to pay losses, fund known estimated losses, and fund estimated losses which have been incurred but not reported, the Board of Directors or the program's governing committee may impose a surcharge on all participating members.

(iii) Premium surcharges imposed pursuant to (i) and/or (ii) above shall be in an amount which will assure adequate funds for the program to be actuarially sound; provided that the surcharge to any participating member shall not exceed an amount equal to three (3) times the member's annual premium for that year, unless otherwise determined by the Board of Directors or the program's governing committee.

Provided, however, that no premium surcharge in excess of three times the member's annual premium for that year may be assessed unless, ninety days prior to the Board of Directors taking action to determine the amount of the surcharge, PRISM~~the Authority~~ notifies the governing body of each participating member in writing of its recommendations regarding its intent to

assess a premium surcharge and the amount recommended to be assessed each member. PRISM~~The Authority~~ shall, concurrently with the written notification, provide each participating member with a copy of the actuarial study upon which the recommended premium surcharge is based.

(iv) A member which is no longer a participating member at the time the premium surcharge is assessed, but which was a participating member during the policy year(s) for which the premium surcharge was assessed, shall pay such premium surcharges as it would have otherwise been assessed in accordance with the provisions of (i), (ii), and (iii) above.

(c) **Program Implementation and Effective Date.** Upon establishment of an insurance program by the Board of Directors, PRISM~~the Authority~~ shall determine the manner of program implementation and shall give written notice to all members of such program, which shall include, but not be limited to: program participation levels, coverages and terms of coverage of the program, estimates of first year premium charges, ~~program development costs~~, effective date of the program (or estimated effective date) and such other program provisions as deemed appropriate.

(d) **Late Entry Into Program.** A member which does not elect to enter an insurance program upon its implementation, pursuant to (c) above, or a county or public entity which becomes a party to this Agreement following implementation of the program, may petition the Board of Directors for late entry into the program. Such request may be granted upon a majority vote of the ~~Board~~ of Directors members, plus a majority vote of those board members who represent participants in the program. Alternatively, a county or public entity may petition the Executive Committee for late entry into the program, or a program committee, when authorized by an MOU governing that specific program, may approve late entry into that program. Such request may be granted upon a majority vote of the Executive Committee or program committee.

~~As a condition of late entry, the member shall pay the development charge for the program, as adjusted at the conclusion of the development period, but not subject to further adjustment, and also any costs incurred by the Authority in analyzing the member's loss data and determining its annual premium as of the time of entry.~~

(e) **Reentry Into A Program.** Except as otherwise provided in a Program Memorandum of Understanding, aAny county or public entity that is a member of an insurance program of PRISM~~the Authority~~ who withdraws or is cancelled from an insurance program under Articles 21 and 22, may not reenter such insurance program for a period of three years from the effective date of withdrawal or cancellation.

ARTICLE 15 ACCOUNTS AND RECORDS

(a) **Annual Budget.** PRISM~~The Authority~~ shall annually adopt an operating budget pursuant to Article 8 of this Agreement, which shall include a separate budget for each insurance program under development or adopted and implemented by PRISM~~the Authority~~.

(b) **Funds and Accounts.** The Auditor of ~~PRISM~~the Authority shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board of Directors. Separate accounts shall be established and maintained for each insurance program under development or adopted and implemented by ~~PRISM~~the Authority. Books and records of ~~PRISM~~the Authority in the hands of the Auditor shall be open to inspection at all reasonable times by authorized representatives of members.

~~PRISM~~The Authority shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.

(c) **Auditor's Report.** The Auditor, within one hundred and ~~eighty~~twenty (1820) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each member.

(d) **Annual Audit.** Pursuant to Government Code Section 6505, ~~PRISM~~the Authority shall either make or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records of ~~PRISM~~the Authority, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with each of the members and also with the county auditor of the county where the home office of ~~PRISM~~the Authority is located and shall be sent to any public agency or person in California that submits a written request to ~~PRISM~~the Authority. The report shall be filed within six months of the end of the fiscal year or years under examination. Costs of the audit shall be considered a general expense of ~~PRISM~~the Authority.

ARTICLE 16 RESPONSIBILITIES FOR FUNDS AND PROPERTY

(a) The Treasurer shall have the custody of and disburse ~~PRISM~~the Authority's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board of Directors to perform that function, subject to the requirements of (b) below.

(b) Pursuant to Government Code Section 6505.65, the Treasurer shall:

(1) Receive and acknowledge receipt for all funds of ~~PRISM~~the Authority and place them in the treasury of the Treasurer to the credit of ~~PRISM~~the Authority.

(2) Be responsible upon his or her official bond for the safekeeping and disbursements of all ~~PRISM~~Authority funds so held by him or her.

(3) Pay any sums due from ~~PRISM~~the Authority, as approved for payment by the Board of Directors or by any body or person to whom the Board of Directors has delegated approval authority, making such payments from ~~PRISM~~Authority funds upon warrants drawn by the Auditor.

~~(4) Verify and report in writing to the Authority and to members, as of the first day of each quarter of the fiscal year, the amount of money then held for the Authority, the amount of receipts since the last report, and the amount paid out since the last report.~~

(c) Pursuant to Government Code Section 6505.1, the Chief Executive Officer, the Treasurer, and such other persons as the Board of Directors may designate shall have charge of, handle, and have access to the property of ~~PRISM~~the Authority.

(d) ~~PRISM~~The Authority shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in the form specified by the Board of Directors, covering all officers and staff of ~~PRISM~~the Authority, and all officers and staff who are authorized to have charge of, handle, and have access to property of ~~PRISM~~the Authority.

ARTICLE 17 RESPONSIBILITIES OF MEMBERS

Members shall have the following responsibilities under this Agreement.

(a) The board of supervisors of each member county shall appoint a representative and one alternate representative to the Board of Directors, pursuant to Article 7.

(b) Each member shall appoint an officer or employee of the member to be responsible for the risk management function for that member and to serve as a liaison between the member and ~~PRISM~~the Authority for all matters relating to risk management.

(c) Each member shall maintain an active safety-risk control program, and shall consider and act upon all recommendations of ~~PRISM~~the Authority concerning the reduction of unsafe practices.

(d) Each member shall maintain its own claims and loss records in each category of liability covered by an insurance program of ~~PRISM~~the Authority in which the member is a participant, and shall provide copies of such records to ~~PRISM~~the Authority as directed by the Board of Directors or Executive Committee, or to such other committee as directed by the Board of Directors or Executive Committee.

(e) Each member shall pay ~~development charges,~~ premiums, and premium surcharges due to ~~PRISM~~the Authority as required under Article 14. Penalties for late payment of such ~~charges,~~ premiums and/or premium surcharges shall be as determined and assessed by the Board of Directors. After withdrawal, cancellation, or termination action under Articles 20, 21, or 23, each member shall pay promptly to ~~PRISM~~the Authority any additional premiums due, as determined and assessed by the Board of Directors under Articles 22 or 23. Any costs incurred by ~~PRISM~~the Authority associated with the collection of such premiums or other charges, shall be recoverable by ~~PRISM~~the Authority.

(f) Each member shall provide ~~PRISM~~the Authority such other information or assistance as may be necessary for ~~PRISM~~the Authority to develop and implement insurance programs under this Agreement.

(g) Each member shall cooperate with and assist ~~PRISM~~the Authority, and any insurer of ~~PRISM~~the Authority, in all matters relating to this Agreement, and shall comply with all Bylaws, and other rules by the Board of Directors.

~~(h) Each member county shall maintain membership in CSAC.~~

(h) Each member shall have such other responsibilities as are provided elsewhere in this Agreement, and as are established by the Board of Directors in order to carry out the purposes of this Agreement.

ARTICLE 18 ADMINISTRATION OF CLAIMS

(a) Subject to subparagraph (e), each member shall be responsible for the investigation, settlement or defense, and appeal of any claim made, suit brought, or proceeding instituted against the member arising out of a loss.

(b) [PRISM](#)~~The Authority~~ may develop standards for the administration of claims for each insurance program of ~~the Authority~~[PRISM](#) so as to permit oversight of the administration of claims by the members.

(c) Each participating member shall give [PRISM](#)~~the Authority~~ timely written notice of claims in accordance with the provisions of the Bylaws [and the applicable program Memorandum of Coverage](#).

(d) A member shall not enter into any settlement involving liability of [PRISM](#)~~the Authority~~ without the advance written consent of [PRISM](#)~~the Authority~~.

(e) [PRISM](#)~~The Authority~~, at its own election and expense, shall have the right to participate with a member in the settlement, defense, or appeal of any claim, suit or proceeding which, in the judgment of [PRISM](#)~~the Authority~~, may involve liability of [PRISM](#)~~the Authority~~.

ARTICLE 19 NEW MEMBERS

Any California public entity may become a party to this Agreement and participate in any insurance program in which it is not presently participating upon approval of the Board of Directors, by a majority vote of the members, or by majority vote of the Executive Committee.

ARTICLE 20 WITHDRAWAL

(a) A member may withdraw as a party to this Agreement upon thirty (30) days advance written notice to [PRISM](#)~~the Authority~~ if it has never become a participant in any insurance program pursuant to Article 14, or if it has previously withdrawn from all insurance programs in which it was a participant.

(b) After becoming a participant in an insurance program, a member may withdraw from that program only at the end of a policy year for the program, and only if it gives PRISM~~the Authority~~ at least sixty (60) days advance written notice of such action.

ARTICLE 21 CANCELLATION

(a) Notwithstanding the provisions of Article 20, the Board of Directors may:

(1) Cancel any member from this Agreement and membership in PRISM~~the Authority~~, on a majority vote of the Board of Directors members. Such action shall have the effect of canceling the member's participation in all insurance programs of PRISM~~the Authority~~ as of the date that all membership is canceled.

(2) Cancel any member's participation in an insurance program of PRISM~~the Authority~~, without canceling the member's membership in PRISM~~the Authority~~ or participation in other programs, on a vote of two-thirds of the Board of Directors members present and voting who represent participants in the program.

The Board of Directors shall give sixty (60) days advance written notice of the effective date of any cancellation under the foregoing provisions. Upon such effective date, the member shall be treated the same as if it had voluntarily withdrawn from this Agreement, or from the insurance program, as the case may be.

(b) Except as otherwise provided in a program Memorandum of Understanding, a member that does not enter one or more of the insurance programs developed and implemented by PRISM~~the Authority~~ within the member's first year as a member of PRISM~~the Authority~~ shall be considered to have withdrawn as a party to this Agreement at the end of such period, and its membership in PRISM~~the Authority~~ shall be automatically canceled as of that time, without action of the Board of Directors.

(c) A member which withdraws from all insurance programs of PRISM~~the Authority~~ in which it was a participant and does not enter any program for a period of six (6) months thereafter shall be considered to have withdrawn as a party to the Agreement at the end of such period, and its membership in PRISM~~the Authority~~ shall be automatically canceled as of that time, without action of the Board of Directors.

~~(d) A member county that terminates its membership in CSAC shall be considered to have thereby withdrawn as a party to this Agreement, and its membership in the Authority and participation in any insurance program of the Authority shall be automatically canceled as of that time, without the action of the Board of Directors.~~

ARTICLE 22 EFFECT OF WITHDRAWAL OR CANCELLATION

(a) If a member's participation in an insurance program of ~~PRISM~~the Authority is canceled under Article 21, with or without cancellation of membership in ~~PRISM~~the Authority, and such cancellation is effective before the end of the policy year for that program, ~~PRISM~~the Authority shall promptly determine and return to that member the amount of any unearned premium payment from the member for the policy year, such amount to be computed on a pro-rata basis from the effective date of cancellation.

(b) Except as provided in (a) above or as otherwise provided in a program Memorandum of Understanding, a member which withdraws or is canceled from this Agreement and membership in ~~PRISM~~the Authority, or from any program of ~~PRISM~~the Authority, shall not be entitled to the return of any premium or other payment to ~~PRISM~~the Authority, or of any property contributed to ~~PRISM~~the Authority. However, in the event of termination of this Agreement, such member may share in the distribution of assets of ~~PRISM~~the Authority to the extent provided in Article 23 provided; however, that any withdrawn or canceled member which has been assessed a premium surcharge pursuant to Article 14 (b) (3) (ii) shall be entitled to return of said member's unused surcharge, plus interest accrued thereon, at such time as the Board of Directors declares that a surplus exists in any insurance fund for which a premium surcharge was assessed.

(c) Except as provided in (d) below, a member shall pay any premium charges which the Board of Directors determines are due from the member for losses and costs incurred during the entire coverage year in which the member was a participant in such program regardless of the date of entry into such program. Such charges may include any deficiency in a premium previously paid by the member, as determined by audit under Article 14 (b) (2); any premium surcharge assessed to the member under Article 14 (b) (3); and any additional amount of premium which the Board of Directors determines to be due from the member upon final disposition of all claims arising from losses under the program during the entire coverage year in which the member was a participant regardless of date of entry into such program. Any such premium charges shall be payable by the member in accordance with ~~PRISM~~the Authority's invoice and payment policy.

(d) Those members ~~which who that~~ have withdrawn or been canceled pursuant to Articles 20 and 21 from any program of ~~PRISM~~the Authority during a coverage year shall pay any premium charges which the Board of Directors determines are due from the members for losses and costs which were incurred during the ~~county's~~member's participation in any program.

ARTICLE 23

TERMINATION AND DISTRIBUTION OF ASSETS

(a) A three-fourths vote of the total voting membership of ~~PRISM~~the Authority, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from the member public entities, is required to terminate this Agreement; provided, however, that this Agreement and ~~PRISM~~the Authority shall continue to exist after such election for the purpose of

disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of ~~PRISM~~the Authority.

(b) Upon termination of this Agreement, all assets of ~~PRISM~~the Authority in each insurance program shall be distributed among those members which participated in that program in proportion to their cash contributions, including premiums paid and property contributed (at market value when contributed). The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the program.

(c) Following termination of this Agreement, any member which was a participant in an insurance program of ~~PRISM~~the Authority shall pay any additional amount of premium, determined by the Board of Directors in accordance with a loss allocation formula, which may be necessary to enable final disposition of all claims arising from losses under that program during the entire coverage year in which the member was a participant regardless of the date of entry into such program.

ARTICLE 24 LIABILITY OF BOARD OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS AND LEGAL ADVISORS

The members of the Board of Directors, Officers, committee members and legal advisors to any Board of Directors or committees of ~~PRISM~~the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of ~~PRISM~~Authority funds, or failure to invest.

No Director, Officer, committee member, or legal advisor to any Board of Directors or committee shall be responsible for any action taken or omitted by any other Director, Officer, committee member, or legal advisor to any committee. No Director, Officer, committee member or legal advisor to any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this Agreement.

The funds of ~~PRISM~~the Authority shall be used to defend, indemnify and hold harmless ~~PRISM~~the Authority and any Director, Officer, committee member or legal advisor to any committee for their actions taken within the scope of the authority of ~~PRISM~~the Authority. Nothing herein shall limit the right of ~~PRISM~~the Authority to purchase insurance to provide such coverage as is hereinabove set forth.

ARTICLE 25 BYLAWS

The Board of Directors may adopt Bylaws consistent with this Agreement which shall provide for the administration and management of PRISM~~the Authority~~.

ARTICLE 26 NOTICES

PRISM~~The Authority~~ shall address notices, billings and other communications to a member as directed by the member. Each member shall provide PRISM~~the Authority~~ with the address to which communications are to be sent. Members shall address notices and other communications to PRISM~~the Authority~~ to the Chief Executive Officer of PRISM~~the Authority~~, at the office address of PRISM~~the Authority~~ as set forth in the Bylaws.

ARTICLE 27 AMENDMENT

A two-thirds vote of the total voting membership of PRISM~~the Authority~~, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from member public entities, is required to amend this Agreement. However, the Executive Committee is authorized to make non-substantive, clerical amendments to the Agreement and does not need to obtain approval from the Board of Directors to make such amendments.

ARTICLE 28 EFFECTIVE DATE OF AMENDMENTS

Any amendment of this Agreement shall become effective upon the date specified by the Board of Directors and upon approval of any Amended Agreement as required in Article 27. Approval of any amendment by the voting boards of supervisors and public entity board members must take place no later than 30 days from the effective date specified by the Board of Directors.

ARTICLE ~~29~~8

PROHIBITION AGAINST ASSIGNMENT

No member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any member shall have any right, claim or title to any part, share, interest, fund, premium or asset of PRISM~~the Authority~~.

ARTICLE ~~30~~29 AGREEMENT COMPLETE

This Agreement constitutes the full and complete Agreement of the parties.

~~ARTICLE 30 EFFECTIVE DATE OF AMENDMENTS~~

~~Any amendment of this Agreement shall become effective upon the date specified by the Board and upon approval of any Amended Agreement as required in Article 27. Approval of any amendment by the voting boards of supervisors and public entity board member's must take place no later than 30 days from the effective date specified by the Board.~~

ARTICLE 31 DISPUTE RESOLUTION

When a dispute arises between PRISM~~the Authority~~ and a member, the following procedures are to be followed:

(a) Request for Reconsideration. The member will make a written request to PRISM~~the Authority~~ for the appropriate Committee to reconsider their position, citing the arguments in favor of the member and any applicable case law that applies. The member can also, request a personal presentation to that Committee, if it so desires.

(b) Committee Appeal. The committee responsible for the program or having jurisdiction over the decision in question will review the matter and reconsider PRISM~~the Authority~~'s position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the member requesting reconsideration is represented on the committee having jurisdiction, that committee member shall be deemed to have a conflict and shall be excluded from any vote.

(c) Executive Committee Appeal. If the member is not satisfied with the outcome of the committee appeal, the matter will be brought to the Executive Committee for reconsideration upon request of the member. If the member requesting reconsideration is represented on the Executive Committee, that Executive Committee member shall be deemed to have a conflict and shall be excluded from any vote.

(d) Arbitration. If the member is not satisfied with the outcome of the Executive Committee appeal, the next step in the appeal process is arbitration. The arbitration, whether binding or non-binding, is to be mutually agreed upon by the parties. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for a determination. If Binding Arbitration is selected, then ~~of course~~ the decision of the arbitrator is final. Both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved member and PRISM~~the Authority~~.

(e) Litigation. If, after following the dispute resolution procedure paragraphs a-d, either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as a possible remedy to the dispute.

ARTICLE 32 FILING WITH SECRETARY OF STATE

The Chief Executive Officer of PRISM~~the Authority~~ shall file a notice of this Agreement with the office of California Secretary of State within 30 days of its effective date, as required by Government Code Section 6503.5 and within 70 days of its effective date as required by Government Code Section 53051.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

DATE: _____

MEMBER: _____

(Print Name of Member)

BY: _____

(Authorized signature of Member)

Seal:

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

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

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

AGENDA ITEM: Agreement with Sierra Pacific Industries (SPI) for continued use of Plum Valley County Park.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION:

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

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

SPACE BELOW FOR CLERK'S USE

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

CLERK TO THE BOARD

DATE

GENERAL LICENSE AGREEMENT

This General License Agreement (“Agreement”) is entered into on April 21, 2020 (“Effective Date”), by and between SIERRA PACIFIC INDUSTRIES, a California corporation (“Company”), and COUNTY OF SIERRA, a political subdivision for the State of California (“Licensee”). In the event Company manages the Property (as defined below) and the Property is owned by a third party, all references to Company herein shall be deemed to include Owner (as defined below).

RECITALS

WHEREAS, Company owns or manages for Sierra Pacific Land & Timber Company (“Owner”) certain real property in Sierra County, California, as more particularly described in **Exhibit A** attached hereto and incorporated herein (the “Property”); and

WHEREAS, Licensee desires to conduct the following activity (the “Activity”) upon the Property: Use and maintain an existing park and picnic area known as Plum Valley Park.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions, it is mutually agreed as follows:

1. NON-EXCLUSIVE REVOCABLE LICENSE.

Subject to the terms and conditions of this Agreement, Company hereby grants a license (the “License”) to Licensee to perform the Activity upon the Property. Licensee’s right to perform the Activity is non-exclusive and Company shall have the right to enter and use the Property for any purpose that will not unreasonably interfere with the rights granted to Licensee under this Agreement. This License is revocable by Company as provided in Section 2 of this Agreement. Licensee agrees that Company shall not be estopped to revoke this License, notwithstanding any expenditure, regardless of amount, Licensee may incur related to the Activity. Licensee further agrees that Licensee shall not contest Company’s right to revoke this License.

2. TERM.

This Agreement shall be effective for a term of five years and shall automatically expire on April 21, 2025; provided, however, that notwithstanding the foregoing, Company may revoke this License at any time by giving Licensee fifteen (15) days’ written notice. This Agreement shall supersede any other license or lease agreement in effect between Licensee and Company on the Effective Date and any such agreement is hereby terminated with no further obligation on the part of Licensee or Company except for those obligations set forth herein. This Agreement shall automatically terminate on the occurrence of bankruptcy or insolvency of either party, or death or dissolution of either party.

3. LICENSE FEE.

Licensee agrees to pay to Company an annual license fee (the "License Fee") for the use of the Property in the amount of \$ -0- per year.

4. EXPENSES OF LICENSEE.

Licensee shall pay the costs and expenses listed below:

(a) Taxes. Licensee shall pay, before they become delinquent, any and all charges, fees, taxes or assessments of any kind whatsoever imposed on the Property by reason of (i) Licensee's Activity on the Property, (ii) construction of improvements on the Property by Licensee, (iii) the placement of personal property on the Property by or on behalf of Licensee, or (iv) any privilege, sales, gross income or other tax imposed on or measured by the License Fee paid to Company (such expenses described in items (i) through (iv) above collectively, the "Taxes"). Company shall have the right to pay any or all Taxes and upon demand by Company, Licensee shall immediately reimburse Company for such payments in accordance with Section 4(d) below.

(b) Other Expenses. In addition to the Taxes, and unless otherwise specified herein, Licensee shall bear all costs and expenses of whatever kind and nature that arise from this License.

(c) Interest. Licensee agrees to pay to Company interest at the rate of the ten percent (10%) per annum upon any and all amounts whatsoever due to Company under this Agreement, including, but not limited to, the License Fee, Taxes and reimbursements, from the date payment of each such amount is due until the date such amount is actually received by Company.

(d) Reimbursement to Company. If Company shall have made payments on behalf of Licensee for any Taxes or other costs or expenses described in this Section 4, Licensee shall reimburse Company within ten (10) days from the date Company verbally notifies Licensee of such payments. Company shall have a lien on any Licensee-owned property located upon the Property as security for repayment of said amount.

5. USE.

(a) Qualifications on Use. Licensee shall neither use nor permit any use of the Property for any purpose other than that set forth in Section 1 hereof. The License granted under this Agreement is subject to all easements, leases, liens, conditions, restrictions, encumbrances and claims of title that affect the Property. Licensee accepts the Property (including, without limitation, all Company-owned improvements) in its present condition and without any representation or warranty by Company as to the condition of such Property. Company shall not be responsible for or liable to Licensee for any defect or change of conditions in the Property or any damage occurring thereto or for the existence of any violation of any municipal, county, state or federal law, order, rule, regulation or ordinance. Unless previously agreed to in writing by Company, Licensee shall not do or permit any others to do any of the following on the Property at any time: (i) explore for, mine, extract or remove any minerals of any kind or character, including, without

limitation, oil, natural gas, hydrocarbon substances, geothermal steam, brines or minerals in solution, quarry, stone, sand or gravel, (ii) create or leave any waste of any kind or nature whatsoever, (iii) remove any earth or soil, (iv) destroy, cut or remove any standing or lying timber, trees or firewood, (v) create or cause any nuisance, (vi) commit any unlawful or immoral acts or (vii) display any sign or notice other than as specified in Section 5(d) of this Agreement.

(b) Reservation of Company's Rights. Company reserves the right to conduct the following activities upon the Property and/or retains the following rights during the term of this Agreement:

(i) to construct, reconstruct, maintain and use ditches, flumes, roads, trails, tracks, pipe, signal, telegraph, telephone, communication and power transmission lines and facilities in, upon and over the Property;

(ii) all water rights appurtenant to the Property and the right to all water subject to appropriation and use thereon, except such water as may be reasonably necessarily and beneficially used by Licensee in connection with the Activity conducted by Licensee on said Property during the term of this Agreement;

(iii) the exclusive rights to all minerals, including, but not limited to, oil, gas and hydrocarbon substances, within or underlying the Property or that may be produced therefrom and all trees and timber thereon, including the right to cut and remove said trees and timber and to prospect on the Property for said water and said minerals and to mine, drill for and remove the same; and

(iv) the right to use said Property for any and all purposes consistent with Licensee's conduct of the Activity on the Property during the term of this Agreement.

(c) Gates. Licensee shall have the right to erect and maintain locked gates across any road entering the Property; provided, however, that Company, its employees, agents, successors and assigns, shall have the right to pass through any such locked gates at any time. Each such gate shall be provided with a link chain that may be fitted with multiple locks so that all persons authorized to use the same may have separate locks and keys and may open such gate independently of any other person.

(d) Signs. A sign reading "RIGHT TO PASS BY PERMISSION, AND SUBJECT TO CONTROL OF OWNER: SECTION 1008, CIVIL CODE SIERRA PACIFIC LAND & TIMBER COMPANY" shall be erected and maintained by and at the sole cost and expense of Licensee along all roads at each point of entry upon the Property.

(e) Trail Sections. As to any part of the Property herein designated as "Trail Sections," so long as such does not unreasonably interfere with Licensee's conduct of the Activity on the Property, Licensee shall permit any and all persons to drive their livestock over and across the Property so designated whenever it is necessary to afford a passageway to, from or through real property leased by Company; however, Licensee shall not permit trailing of livestock across any of

the Property included in this Agreement not specified as “Trail Sections” without prior written permission from Company.

(f) Damage or Destruction. If Licensee causes the destruction of any of Company’s land, crops, grass, trees, livestock, improvements or other property on the Property, Licensee agrees to promptly repair or pay the full replacement value of such damaged property (regardless of amortization) to Company, at Company’s reasonable discretion.

(g) Condemnation. If any portion of the Property shall be taken or condemned for public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), this Agreement shall automatically terminate on the sooner of the order of possession or the date of the final order of condemnation. Licensee may receive compensation from the condemning governmental agency only for the taking and damaging of Licensee’s improvements on the Property. Any other compensation or damages arising out of such taking or condemnation awarded to Licensee shall be assigned by Licensee to Company.

(h) No Campfires. Licensee shall instruct in writing each individual intending to enter the Property for any purpose permitted by the License that such individuals are strictly prohibited from starting or using campfires or other types of fire or flames of any kind while on the Property.

(i) In the event Licensee’s activities on the Property include the collection of data of any nature, upon Company’s request, Licensee shall make available to Company, at Company’s expense, all reports, data and all other information and items developed or prepared by Licensee as a result of its activities conducted on the Property. Company and Licensee agree that, unless otherwise required by applicable law, neither of them will disclose any reports, data or other information or items developed or prepared by Licensee as a result of its activities on the Property without the prior written approval by the other of the form, content and proposed recipient of such disclosure.

6. INSPECTION.

Company and its agents and employees shall have the right to enter in and upon the Property at any time to inspect Licensee’s operations and confirm that Licensee is complying with this Agreement.

7. INSURANCE.

(a) At all times during the term of this Agreement, Licensee shall procure and maintain, at its own expense, all of the following coverage and in the amounts described below, any or all of which may be provided by way of a commercially reasonable self-insurance program:

(i) Workers’ Compensation insurance, which includes a waiver of subrogation if jurisdictionally permissible, conforming to all applicable statutory requirements of the State of California;

(ii) Regardless of the minimum statutory requirements of the State of California, Employer's Liability coverage, which includes a waiver of subrogation if jurisdictionally permissible, with minimum limits of no less than \$1,000,000;

(iii) Commercial General Liability ("CGL") insurance shall be maintained with minimum limits of \$1,000,000 each occurrence; and \$1,000,000 General Aggregate. CGL insurance shall include a waiver of subrogation if jurisdictionally permissible, be written on ISO occurrence form CG 00 01 or equivalent and shall cover liability arising from premises, operations, independent contractors, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Such CGL insurance shall name and include Company and all parents, subsidiaries and affiliates of Company, and their respective officers, directors, agents and employees (all of the foregoing collectively, the "Additional Insureds"), as additional insureds using ISO additional insured endorsement CG 20 10 04 13 or its equivalent;

(iv) Commercial Automobile Liability ("CAL") insurance shall be maintained with minimum limits of \$1,000,000 per accident. CAL insurance shall include a waiver of subrogation if jurisdictionally permissible and shall include coverage for any owned, non-owned, leased or hired vehicle written on an insurance industry standard form (CA 00 01) or equivalent. Such CAL insurance shall name and include the Additional Insureds as additional insureds; and

(v) If applicable, Loggers' Broad Form Property Damage ("LBF") insurance, with minimum limits of \$2,000,000 each occurrence. Such LBF insurance shall include a waiver of subrogation if jurisdictionally permissible, shall name and include the Additional Insureds as additional insureds using ISO additional insured endorsement CG 20 10 04 13 or its equivalent.

(b) All policies and coverage procured by Licensee as required herein (collectively, "Policies") shall include a separation of insureds clause. The Policies shall not include a deductible in excess of \$10,000 per loss without Company's written approval. The Policies shall be endorsed to include (i) a waiver of subrogation where required, (ii) for any coverage as to which any Additional Insured is named and included as an additional insured, a provision that specifies the Policies are primary and that any insurance or self-insurance maintained by Company or any other Additional Insured shall not contribute with it and (iii) that the applicable waiver of subrogation shall not affect the Company's right, or any other additional insured's right, to recover under such insurance policy. If Company or any other Additional Insured has other insurance that is applicable to any loss on an excess or contingent basis, the amount of Licensee's liability under the Policies cannot be reduced by the existence of such other insurance. Licensee shall provide Licensee's insurance agent or broker with a complete copy of all insurance requirements set forth in this Section 7.

(c) All Policies described shall be procured to the satisfaction of Company and shall be underwritten by an insurer acceptable to Company (must be rated A-: VII or better in the A.M. Best's Key Rating Guide and licensed to do business in the state in which the Property is

located). At Company's election, Company shall be entitled to inspect original Policies or require complete certified copies of Policies at any time. Prior to entering the Property, Licensee shall furnish Company with certificates of insurance and endorsements of all required insurance for Licensee. Such certificate of insurance shall provide that the coverage required herein shall not be cancelled or reduced except by written notice to Company, giving at least thirty (30) days prior to the effective date of such cancellation or reduction. In the event the coverage evidenced by any such certificate is cancelled or reduced, Licensee shall procure and furnish to Company, before the effective date of such cancellation or reduction, a new certificate conforming to the above requirements. If Licensee has failed for any reason to secure the Policies to the satisfaction of Company upon execution of this Agreement, or if Company has not been furnished a certificate of insurance as aforesaid within twenty (20) days from the Effective Date, then Company shall have the right, in addition to any other remedy available to it, to (i) immediately terminate this Agreement on written notice to Licensee or (ii) secure any or all of said Policies and Licensee shall immediately reimburse Company for the cost of such Policies upon request by Company.

(d) If Licensee's CAL required by Section 7(a)(iv) above covers scheduled automobiles only, in no event shall Licensee operate, on any property owned by Company or any parent, subsidiary or affiliate of Company, any automobile that is not specifically listed on the schedule of insured automobiles issued by Licensee's insurer as required in this Section 7.

_____ **Initials by Licensee** _____ **Initials by Company**

(e) Licensee shall require any subcontractors to maintain in full force and effect commercially reasonable insurance coverage substantially similar in form and substance to the insurance coverage required of Licensee in this Section 7, including applicable waiver of subrogation and additional insured requirements, as appropriate to the nature of subcontractors' operations, each with minimum limits of no less than \$2,000,000 each occurrence and/or general aggregate, as applicable, unless otherwise agreed to by Company in writing. Licensee shall be solely responsible for monitoring compliance by such subcontractors with the aforementioned insurance requirements.

(f) Notwithstanding any other provision of this Agreement, and separate and apart from any obligation of Licensee to indemnify, if Licensee's insurance carrier fails or refuses to defend or indemnify pursuant to an additional insured endorsement because of a failure to obtain an additional insured endorsement, policy deductible, self-insured retention or unauthorized coverage deletion, Licensee shall stand in the place of its insurer and defend and indemnify to the same extent that an insurer issuing the coverage as required herein would under applicable law.

(g) All insurance certificates or other evidence of coverage required to be submitted to Company pursuant to this Section 7 shall be sent to:

Sierra Pacific Land & Timber Company
c/o Sierra Pacific Industries
PO Box 496014
Redding, CA 96049
ATTN: Insurance Administrator
E-mail: insurance@spi-ind.com

8. COMPLIANCE WITH ALL APPLICABLE LAWS AND RULES.

(a) Licensee expressly understands and agrees that Licensee is responsible for abiding by and complying with all applicable federal, state, county and local laws, rules, regulations and ordinances, including, but not limited to, all “Hazardous Materials Laws” (as defined below) and all other laws related to forestry, logging and log hauling (if applicable); endangered species; wages and hours worked, including, but not limited to, the Fair Labor Standards Act of 1938, 29 U.S.C. § 201, et seq.; State Forest Practice Regulations; social security; unemployment insurance; workers’ compensation; executive orders; OSHA; Cal/OSHA; labor code laws; migrant workers; seasonal workers; safety; environmental protection; and any other requirements set forth in this Agreement.

(b) For the purposes of this Agreement, “Hazardous Material Laws” shall include any and all federal, state and local laws, regulations, ordinances, codes and policies relating to substances, chemicals, wastes, sewage or other materials that are regulated, controlled or prohibited; or relating to pollution or protection of the environment, of natural resources or of public health and safety, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the California Hazardous Waste Control Act, Cal. Health & Saf. Code § 25300, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Cal. Health & Saf. Code § 25249.8, et seq.; and the California Porter-Cologne Water Quality Control Act, Cal. Water Code § 13000, et seq.

(c) **Licensee shall, to the extent they apply, abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin and require affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.** The applicable non-discrimination statutes of the state in which the Property is located are incorporated. To the extent applicable, 29 Code of Federal Regulations (C.F.R.) Part 471, Appendix A to Subpart A, as well as any E-Verify obligations described in FAR 52.222-54, are incorporated by reference. If Licensee is required by federal regulations to file Employer Information Report EEO-1 (standard form 100) or Federal Licensee Veterans’ Employment Report VETS-4212, Licensee certifies that it has done so or will file such reports in accordance with applicable instructions and will continue to file such reports unless or until no longer required by law or regulation.

(d) Licensee shall strictly enforce with all its agents and employees “No Smoking” regulations throughout the entire time Licensee is performing the Activity. Use of any tobacco product is strictly prohibited on any property owned by Company at which a manufacturing facility is operated and Licensee and its agents and employees shall strictly observe Company’s “No Tobacco Products” policy and shall not use any form of tobacco products while upon such Company property. Licensee shall comply with all other regulations related to fire

prevention, including, but not limited to, the location of fire tool caches and any other equipment that may be required by the United States Forest Service or California Department of Forestry and Fire Protection.

(e) Licensee shall make every reasonable effort to control and extinguish every fire on the Property immediately when Licensee becomes aware of such fire's existence, without waiting for instructions from a forester, warden or ranger, and Licensee shall continue to make every reasonable effort to control and extinguish such fire until it is extinguished.

9. INDEMNITY.

To the extent not prohibited by applicable law, Licensee and Company (in such capacity, the "Indemnitor") shall each indemnify and hold harmless the other (in such capacity, and including such party's successors, assigns, officers, directors, employees, agents, representatives, parents, subsidiaries and affiliates, the "Indemnitees") from and against all claims, liabilities, losses, damages or expenses arising out of or relating to all acts, failures to act or other conduct of Indemnitor (or Indemnitor's employees, agents, representatives, independent contractors, material and equipment suppliers and any other entity or individual for whom Indemnitor is responsible), whether occurring in connection with Indemnitor's completed or ongoing operations, including claims, liabilities, losses, damages, expenses or costs and attorney's fees incurred on such claims, including, without limitation, proving the right to indemnification, arising out of or relating in part to the active negligence or other fault of any one or any combination of the Indemnitees. However, Indemnitor's total liability to the Indemnitees for any claims, liabilities, losses, damages or expenses caused in part by the negligence or other fault of Indemnitor (or Indemnitor's employees, agents, representatives, independent contractors, material and equipment suppliers and any other entity or individual for whom Indemnitor is responsible) and in part by the negligence or other fault of any one or any combination of the Indemnitees or any other negligent entity or individual, shall not exceed the percentage share that Indemnitor's negligence or other fault bears to the total negligence or other fault of the Indemnitees, Indemnitor and all other entities and individuals. This indemnity provision is not intended to and shall not in any way limit the extent of any insurance coverage available to any of the Indemnitees under any insurance policy purchased and maintained by Indemnitor (even coverage for any one or any combination of the Indemnitees' sole active negligence).

Licensee agrees to being added to any arbitration or litigation with third parties in which the Company Indemnitees allege indemnification or contribution from Licensee, or any of its subcontractors. Licensee will ensure that all of its subcontractors will, in their subcontracts, also agree to this provision and, in the event they do not, the Licensee shall be liable in place of any such subcontractor(s).

10. LIENS.

Licensee shall not suffer or permit, and shall immediately remove or discharge, any lien, including, but not limited to, any mechanics', loggers' or lumbermen's lien, arising out of or related to, whether directly or indirectly, Licensee's Activity or the use of any materials or equipment used in connection therewith, filed against the Property or any of Company's personal property for any

reason whatsoever. Company has the right to post notices of non-responsibility upon the Property, and to otherwise notify, actually or constructively, any entity or persons supplying services or materials to the Property that Company is not responsible for the cost thereof.

11. SURRENDER OF PROPERTY.

Upon the termination or expiration of this Agreement, Licensee shall discontinue the use of the Property and, within sixty (60) days, remove all of Licensee's property from the Property. Licensee shall restore the Property to a substantially similar condition in which it existed on the Effective Date. Property of Licensee not removed from said Premises within sixty (60) days after the termination or expiration of this Agreement shall become the property of Company. Licensee shall reimburse Company for the cost and expense incurred by Company in restoration of the Property and disposing of Licensee's property that Licensee did not timely remove. If Licensee fails to surrender possession of the Property upon termination or expiration of this Agreement, Company shall have the right, to the extent permitted by law, to re-enter the Property and remove Licensee and any person or entity claiming through Licensee from the Property.

12. DEFAULT; TERMINATION.

In addition to the rights of Licensee and Company to terminate this Agreement under Sections 2 and 7(c), as applicable, if Licensee fails to comply with each and every term and condition of this Agreement and upon written notice to Licensee and the passage of twenty (20) days, during which Licensee may attempt to cure such breach, Licensee shall be in default of this Agreement and, in that instance, Company shall have the right to do one or both of the following: (i) immediately terminate this Agreement upon written notice to Licensee and, upon such termination, the parties shall have no further obligation to one another, except for those obligations that survive the termination of this Agreement as expressly set forth herein; or (ii) pursue any and all other remedies provided by law or available in equity.

13. NOTICE.

Written notices from one party to the other shall be given by one of the following methods: (a) United States registered mail, return receipt requested, and said notice shall be deemed to have been given three (3) days after said notice is deposited into the United States mail; (b) personal delivery, and said notice shall be deemed given upon such delivery; or (c) next business day delivery by a recognized overnight delivery service, and said notice shall be deemed given upon delivery by such service at the following addresses or at such other address of which either party shall advise the other in writing:

To Company: Sierra Pacific Land & Timber Company
c/o Sierra Pacific Industries
PO Box 496014
Redding, CA 96049-6014

With a copy to: David H. Dun
Dun & Martinek LLP
2313 I Street
Eureka, CA 95501

To Licensee: County of Sierra
PO Box 98
Downieville, CA 95936
Attention: Miriam Dines

14. INDEPENDENT CONTRACTOR.

Licensee expressly understands and agrees that Licensee is and shall be deemed to be an independent contractor. Nothing in this Agreement shall be construed as being or creating an employer-employee relationship, a partnership or a joint venture between the parties. Company shall have no responsibility with respect to Licensee's employees or agents, nor any control over them. Company shall not in any way control the means by which Licensee conducts the Activity as contemplated in this Agreement. Licensee shall have no authority to and shall not represent that it has any authority to bind or obligate Company in any manner.

Licensee agrees to and does accept exclusive liability with respect to employment of persons in the conduct of the Activity and the performance of its obligations as contemplated in this Agreement, including employment of subcontractors, for the performance of any and all obligations imposed upon employers under any unemployment compensation, pension, social security, income tax or other similar and applicable federal, state or local laws now in force or which hereafter become effective or enacted, including the payment and/or deduction and remittance of any and all contributions, taxes, fees or charges under such laws, and Licensee agrees to fully comply with and to make all returns required by any and all such laws.

15. MEDIATION; ARBITRATION.

(a) The parties covenant to attempt in good faith to resolve all disputes or controversies that arise out of or relate to this Agreement. If the parties cannot in good faith resolve any such dispute or controversy, such dispute or controversy shall be submitted to mediation in accordance with the rules of the American Arbitration Association. In the event the parties are unable to finally resolve any dispute or controversy through such mediation within a commercially reasonable period of time, the parties shall submit any such dispute or controversy to arbitration in accordance with Sections 15(b) or 15(c) below, as applicable.

(b) In the event the parties are unable to resolve any dispute or controversy through mediation in accordance with Section 15(a) above, and the amount in controversy is \$100,000 or less, such dispute or controversy shall be submitted to arbitration in accordance with the rules of the American Arbitration Association. With respect only to any such dispute or controversy that is in an amount of \$100,000 or less, the parties to this Agreement (i) expressly waive their rights to utilize federal or state courts to resolve any such dispute or controversy and (ii)

agree that the decision of the arbitrator shall be final and binding on all parties and may be entered as a judgment in court of competent jurisdiction.

(c) In the event the parties are unable to resolve any dispute or controversy through mediation in accordance with Section 15(a) above, and the amount in controversy is more than \$100,000, such dispute or controversy may (i) if agreed by the parties, be submitted to binding or non-binding arbitration, as the parties may agree, in accordance with the rules of the American Arbitration Association or (ii) be submitted to any federal or state courts having jurisdiction to resolve any such dispute or controversy.

(d) If arbitration or court action is necessary to resolve any alleged dispute, breach, default or misrepresentation in connection with this Agreement, the “Prevailing Party” (as defined below) shall be entitled to recover reasonable attorneys’ fees and costs in addition to any other relief to which the party may be entitled. Any such attorneys’ fees and costs incurred by the Prevailing Party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such obligation to pay attorneys’ fees and costs is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment. If the dispute or controversy is resolved through arbitration, the “Prevailing Party” shall be the party determined to be the prevailing party by an arbitrator or arbitration panel.

(e) Notwithstanding the foregoing, nothing contained in this Section 15 shall prevent either party hereto from seeking and obtaining injunctive relief against the other party’s activities in breach of this Agreement.

16. SURVIVAL.

The provisions of Sections 4, 5(f), 5(g), 9 through 16, 18 through 20, 22, 24, 26 and 27 shall survive expiration or termination of this Agreement.

17. ASSIGNMENT.

This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto, but this Agreement is not assignable without Company’s prior written consent. Any assignment in violation of this provision shall be deemed null and void.

18. ENTIRE AGREEMENT AND MODIFICATION.

This Agreement, together with any and all attachments and Exhibits, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any changes to this Agreement made by the parties shall be invalid unless executed in a writing signed by all parties.

19. GOVERNING LAW.

This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of California, without giving effect to its choice of law rules.

20. HEADINGS.

The headings within this Agreement are inserted for convenience of reference only and not to define, describe or limit the scope or the intent of this Agreement or any term hereof.

21. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

22. WAIVER.

No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand strict compliance with the terms hereof; provided, however, that any party may, at its sole option, waive any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other provisions of this Agreement.

23. FURTHER ASSURANCES.

Licensee and Company each agree to execute and deliver to the other such further documents and instruments as may be reasonable and necessary in furtherance of and to effectuate the intent of the parties as expressed by the terms and conditions in this Agreement.

24. INTERPRETATION.

Licensee and Company acknowledge this Agreement has been negotiated at arm's length; each party has had an opportunity to review and revise this Agreement and has been extended an opportunity to have legal counsel review and revise this Agreement. No rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Agreement.

25. TIME IS OF ESSENCE.

Time is of the essence in this Agreement, and Licensee shall diligently perform all of its obligations hereunder.

26. SEVERABILITY OF PROVISIONS.

If any provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon any such determination, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect

the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible. Notwithstanding any other provision of this Agreement, the invalidation of any provision herein relating to the parties' remedies shall not be interpreted to prevent an injured party from seeking actual damages.

27. NO THIRD PARTY BENEFICIARY.

Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

LICENSEE

COMPANY

By: JAMES BEARD
Title: Chairman, Board of Supervisors

Sierra Pacific Industries, its Manager
By: Eric Sweet
Title: Tahoe District Manager
Division: Forestry

EXHIBIT A

Description of the Property

Plum Valley Park as located south of Ridge Road within a portion of the SW $\frac{1}{4}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$ of Section 3, T 18N, R9E MDBM (APN SIE 006-020-001) & a portion of the NW $\frac{1}{4}$, NW $\frac{1}{4}$, NW $\frac{1}{4}$ of Section 10, T18N, R9E MDBM (APN SIE 006-020-012); further depicted on the attached map in Exhibit A-1.

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

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

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

AGENDA ITEM: Agreement with SPI for temporary storage of brush on property at Our House Dam-Pliocene Ridge area.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: The County is removing a lot of storm damaged trees and brush from its road system (primarily along the Ridge Road between Pike and the Alleghany Waste Transfer Station) and we are using two sites for temporary storage of brush and trees. Both sites are owned by SPI. SPI has prepared an agreement and the for consideration by the Board. The Agreement has been issued by SPI for the specific tasks and all parties involved thus far remain in agreement over the terms.

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

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

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

CLERK TO THE BOARD

DATE

GENERAL LICENSE AGREEMENT

This General License Agreement (“Agreement”) is entered into on April 21, 2020 (“Effective Date”), by and between SIERRA PACIFIC INDUSTRIES, a California corporation (“Company”), and County of Sierra (“Licensee”). In the event Company manages the Property (as defined below) and the Property is owned by a third party, all references to Company herein shall be deemed to include Owner (as defined below).

RECITALS

WHEREAS, Company owns or manages for Sierra Pacific Land & Timber Co. (“Owner”) certain real property in Sierra County, California, as more particularly described in **Exhibit A** attached hereto and incorporated herein (the “Property”); and

WHEREAS, Licensee desires to conduct the following activity (the “Activity”) upon the Property: Temporary storage of slash and debris resulting from storm damage.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions, it is mutually agreed as follows:

1. NON-EXCLUSIVE REVOCABLE LICENSE.

Subject to the terms and conditions of this Agreement, Company hereby grants a license (the “License”) to Licensee to perform the Activity upon the Property. Licensee’s right to perform the Activity is non-exclusive and Company shall have the right to enter and use the Property for any purpose that will not unreasonably interfere with the rights granted to Licensee under this Agreement. This License is revocable by Company as provided in Section 2 of this Agreement. Licensee agrees that Company shall not be estopped to revoke this License, notwithstanding any expenditure, regardless of amount, Licensee may incur related to the Activity. Licensee further agrees that Licensee shall not contest Company’s right to revoke this License.

2. TERM.

This Agreement shall be effective for a term of 1 year and shall automatically expire on December 31, 2020; provided, however, that notwithstanding the foregoing, Company may revoke this License at any time by giving Licensee thirty (30) days’ written notice. This Agreement shall supersede any other license or lease agreement in effect between Licensee and Company on the Effective Date and any such agreement is hereby terminated with no further obligation on the part of Licensee or Company except for those obligations set forth herein. This Agreement shall automatically terminate on the occurrence of bankruptcy or insolvency of either party, or death or dissolution of either party.

3. LICENSE FEE.

Licensee agrees to pay to Company an annual license fee (the “License Fee”) for the use of the Property in the amount of \$0 per year in advance on the same date of each successive year of

the term of this Agreement, beginning on the Effective Date. If this Agreement is terminated by Company during any year this Agreement is in effect because Licensee is in default of this Agreement, the License Fee previously paid to Company by Licensee shall not be refundable to Licensee; however, if Company revokes this License pursuant to Section 2 above during any year this Agreement is in effect, then Licensee shall receive a prorated refund, prorated on a monthly basis excluding any month in which this License was revoked, regardless of which day of the month Company revoked this License.

4. EXPENSES OF LICENSEE.

In addition to the License Fee, Licensee shall pay the costs and expenses listed below:

(a) Taxes. Licensee shall pay, before they become delinquent, any and all charges, fees, taxes or assessments of any kind whatsoever imposed on the Property by reason of (i) Licensee's Activity on the Property, (ii) construction of improvements on the Property by Licensee, (iii) the placement of personal property on the Property by or on behalf of Licensee, or (iv) any privilege, sales, gross income or other tax imposed on or measured by the License Fee paid to Company (such expenses described in items (i) through (iv) above collectively, the "Taxes"). Company shall have the right to pay any or all Taxes and upon demand by Company, Licensee shall immediately reimburse Company for such payments in accordance with Section 4(d) below.

(b) Other Expenses. In addition to the Taxes, and unless otherwise specified herein, Licensee shall bear all costs and expenses of whatever kind and nature that arise from this License.

(c) Interest. Licensee agrees to pay to Company interest at the rate of the ten percent (10%) per annum upon any and all amounts whatsoever due to Company under this Agreement, including, but not limited to, the License Fee, Taxes and reimbursements, from the date payment of each such amount is due until the date such amount is actually received by Company.

(d) Reimbursement to Company. If Company shall have made payments on behalf of Licensee for any Taxes or other costs or expenses described in this Section 4, Licensee shall reimburse Company within ten (10) days from the date Company verbally notifies Licensee of such payments. Company shall have a lien on any Licensee-owned property located upon the Property as security for repayment of said amount.

5. USE.

(a) Qualifications on Use. Licensee shall neither use nor permit any use of the Property for any purpose other than that set forth in Section 1 hereof. The License granted under this Agreement is subject to all easements, leases, liens, conditions, restrictions, encumbrances and claims of title that affect the Property. Licensee accepts the Property (including, without limitation, all Company-owned improvements) in its present condition and without any representation or warranty by Company as to the condition of such Property. Company shall not be responsible for or liable to Licensee for any defect or change of conditions in the Property or any damage occurring thereto or for the existence of any violation of any municipal, county, state or federal

law, order, rule, regulation or ordinance. Unless previously agreed to in writing by Company, Licensee shall not do or permit any others to do any of the following on the Property at any time: (i) explore for, mine, extract or remove any minerals of any kind or character, including, without limitation, oil, natural gas, hydrocarbon substances, geothermal steam, brines or minerals in solution, quarry, stone, sand or gravel, (ii) create or leave any waste of any kind or nature whatsoever, (iii) remove any earth or soil, (iv) destroy, cut or remove any standing or lying timber, trees or firewood, (v) create or cause any nuisance, (vi) commit any unlawful or immoral acts or (vii) display any sign or notice other than as specified in Section 5(d) of this Agreement.

(b) Reservation of Company's Rights. Company reserves the right to conduct the following activities upon the Property and/or retains the following rights during the term of this Agreement:

(i) to construct, reconstruct, maintain and use ditches, flumes, roads, trails, tracks, pipe, signal, telegraph, telephone, communication and power transmission lines and facilities in, upon and over the Property;

(ii) all water rights appurtenant to the Property and the right to all water subject to appropriation and use thereon, except such water as may be reasonably necessarily and beneficially used by Licensee in connection with the Activity conducted by Licensee on said Property during the term of this Agreement;

(iii) the exclusive rights to all minerals, including, but not limited to, oil, gas and hydrocarbon substances, within or underlying the Property or that may be produced therefrom and all trees and timber thereon, including the right to cut and remove said trees and timber and to prospect on the Property for said water and said minerals and to mine, drill for and remove the same; and

(iv) the right to use said Property for any and all purposes consistent with Licensee's conduct of the Activity on the Property during the term of this Agreement.

(c) Gates. Licensee shall have the right to erect and maintain locked gates across any road entering the Property; provided, however, that Company, its employees, agents, successors and assigns, shall have the right to pass through any such locked gates at any time. Each such gate shall be provided with a link chain that may be fitted with multiple locks so that all persons authorized to use the same may have separate locks and keys and may open such gate independently of any other person.

(d) Signs. A sign reading "RIGHT TO PASS BY PERMISSION, AND SUBJECT TO CONTROL OF OWNER: SECTION 1008, CIVIL CODE SIERRA PACIFIC LAND & TIMBER COMPANY" shall be erected and maintained by and at the sole cost and expense of Licensee along all roads at each point of entry upon the Property.

(e) Trail Sections. As to any part of the Property herein designated as "Trail Sections," so long as such does not unreasonably interfere with Licensee's conduct of the Activity on the Property, Licensee shall permit any and all persons to drive their livestock over and across

the Property so designated whenever it is necessary to afford a passageway to, from or through real property leased by Company; however, Licensee shall not permit trailing of livestock across any of the Property included in this Agreement not specified as “Trail Sections” without prior written permission from Company.

(f) Damage or Destruction. If Licensee causes the destruction of any of Company’s land, crops, grass, trees, livestock, improvements or other property on the Property, Licensee agrees to promptly repair or pay the full replacement value of such damaged property (regardless of amortization) to Company, at Company’s reasonable discretion.

(g) Condemnation. If any portion of the Property shall be taken or condemned for public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), this Agreement shall automatically terminate on the sooner of the order of possession or the date of the final order of condemnation. Licensee may receive compensation from the condemning governmental agency only for the taking and damaging of Licensee’s improvements on the Property. Any other compensation or damages arising out of such taking or condemnation awarded to Licensee shall be assigned by Licensee to Company.

(h) No Campfires. Licensee shall instruct in writing each individual intending to enter the Property for any purpose permitted by the License that such individuals are strictly prohibited from starting or using campfires or other types of fire or flames of any kind while on the Property.

(i) In the event Licensee’s activities on the Property include the collection of data of any nature, upon Company’s request, Licensee shall make available to Company, at Company’s expense, all reports, data and all other information and items developed or prepared by Licensee as a result of its activities conducted on the Property. Company and Licensee agree that, unless otherwise required by applicable law, neither of them will disclose any reports, data or other information or items developed or prepared by Licensee as a result of its activities on the Property without the prior written approval by the other of the form, content and proposed recipient of such disclosure.

6. INSPECTION.

Company and its agents and employees shall have the right to enter in and upon the Property at any time to inspect Licensee’s operations and confirm that Licensee is complying with this Agreement.

7. INSURANCE.

(a) At all times during the term of this Agreement, Licensee shall procure and maintain, at its own expense, all of the following coverage and in the amounts described below, any or all of which may be provided by way of a commercially reasonable self-insurance program:

(i) Workers' Compensation insurance, which includes a waiver of subrogation if jurisdictionally permissible, conforming to all applicable statutory requirements of the State of California;

(ii) Regardless of the minimum statutory requirements of the State of California, Employer's Liability coverage, which includes a waiver of subrogation if jurisdictionally permissible, with minimum limits of no less than \$1,000,000;

(iii) Commercial General Liability ("CGL") insurance shall be maintained with minimum limits of \$1,000,000 each occurrence; and \$1,000,000 General Aggregate. CGL insurance shall include a waiver of subrogation if jurisdictionally permissible, be written on ISO occurrence form CG 00 01 or equivalent and shall cover liability arising from premises, operations, independent contractors, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Such CGL insurance shall name and include Company and all parents, subsidiaries and affiliates of Company, and their respective officers, directors, agents and employees (all of the foregoing collectively, the "Additional Insureds"), as additional insureds using ISO additional insured endorsement CG 20 10 04 13 or its equivalent;

(iv) Commercial Automobile Liability ("CAL") insurance shall be maintained with minimum limits of \$1,000,000 per accident. CAL insurance shall include a waiver of subrogation if jurisdictionally permissible and shall include coverage for any owned, non-owned, leased or hired vehicle written on an insurance industry standard form (CA 00 01) or equivalent. Such CAL insurance shall name and include the Additional Insureds as additional insureds; and

(v) If applicable, Loggers' Broad Form Property Damage ("LBF") insurance, with minimum limits of \$2,000,000 each occurrence. Such LBF insurance shall include a waiver of subrogation if jurisdictionally permissible, shall name and include the Additional Insureds as additional insureds using ISO additional insured endorsement CG 20 10 04 13 or its equivalent.

(b) All policies and coverage procured by Licensee as required herein (collectively, "Policies") shall include a separation of insureds clause. The Policies shall not include a deductible in excess of \$10,000 per loss without Company's written approval. The Policies shall be endorsed to include (i) a waiver of subrogation where required, (ii) for any coverage as to which any Additional Insured is named and included as an additional insured, a provision that specifies the Policies are primary and that any insurance or self-insurance maintained by Company or any other Additional Insured shall not contribute with it and (iii) that the applicable waiver of subrogation shall not affect the Company's right, or any other additional insured's right, to recover under such insurance policy. If Company or any other Additional Insured has other insurance that is applicable to any loss on an excess or contingent basis, the amount of Licensee's liability under the Policies cannot be reduced by the existence of such other insurance. Licensee shall provide Licensee's insurance agent or broker with a complete copy of all insurance requirements set forth in this Section 7.

(c) All Policies described shall be procured to the satisfaction of Company and shall be underwritten by an insurer acceptable to Company (must be rated A-: VII or better in the A.M. Best's Key Rating Guide and licensed to do business in the state in which the Property is located). At Company's election, Company shall be entitled to inspect original Policies or require complete certified copies of Policies at any time. Prior to entering the Property, Licensee shall furnish Company with certificates of insurance and endorsements of all required insurance for Licensee. Such certificate of insurance shall provide that the coverage required herein shall not be cancelled or reduced except by written notice to Company, giving at least thirty (30) days prior to the effective date of such cancellation or reduction. In the event the coverage evidenced by any such certificate is cancelled or reduced, Licensee shall procure and furnish to Company, before the effective date of such cancellation or reduction, a new certificate conforming to the above requirements. If Licensee has failed for any reason to secure the Policies to the satisfaction of Company upon execution of this Agreement, or if Company has not been furnished a certificate of insurance as aforesaid within twenty (20) days from the Effective Date, then Company shall have the right, in addition to any other remedy available to it, to (i) immediately terminate this Agreement on written notice to Licensee or (ii) secure any or all of said Policies and Licensee shall immediately reimburse Company for the cost of such Policies upon request by Company.

(d) If Licensee's CAL required by Section 7(a)(iv) above covers scheduled automobiles only, in no event shall Licensee operate, on any property owned by Company or any parent, subsidiary or affiliate of Company, any automobile that is not specifically listed on the schedule of insured automobiles issued by Licensee's insurer as required in this Section 7.

_____ **Initials by Licensee** _____ **Initials by Company**

(e) Licensee shall require any subcontractors to maintain in full force and effect commercially reasonable insurance coverage substantially similar in form and substance to the insurance coverage required of Licensee in this Section 7, including applicable waiver of subrogation and additional insured requirements, as appropriate to the nature of subcontractors' operations, each with minimum limits of no less than \$2,000,000 each occurrence and/or general aggregate, as applicable, unless otherwise agreed to by Company in writing. Licensee shall be solely responsible for monitoring compliance by such subcontractors with the aforementioned insurance requirements.

(f) Notwithstanding any other provision of this Agreement, and separate and apart from any obligation of Licensee to indemnify, if Licensee's insurance carrier fails or refuses to defend or indemnify pursuant to an additional insured endorsement because of a failure to obtain an additional insured endorsement, policy deductible, self-insured retention or unauthorized coverage deletion, Licensee shall stand in the place of its insurer and defend and indemnify to the same extent that an insurer issuing the coverage as required herein would under applicable law.

(g) All insurance certificates or other evidence of coverage required to be submitted to Company pursuant to this Section 7 shall be sent to:

Sierra Pacific Land & Timber Company
c/o Sierra Pacific Industries

PO Box 496014
Redding, CA 96049
ATTN: Insurance Administrator
E-mail: insurance@spi-ind.com

8. COMPLIANCE WITH ALL APPLICABLE LAWS AND RULES.

(a) Licensee expressly understands and agrees that Licensee is responsible for abiding by and complying with all applicable federal, state, county and local laws, rules, regulations and ordinances, including, but not limited to, all “Hazardous Materials Laws” (as defined below) and all other laws related to forestry, logging and log hauling (if applicable); endangered species; wages and hours worked, including, but not limited to, the Fair Labor Standards Act of 1938, 29 U.S.C. § 201, et seq.; State Forest Practice Regulations; social security; unemployment insurance; workers’ compensation; executive orders; OSHA; Cal/OSHA; labor code laws; migrant workers; seasonal workers; safety; environmental protection; and any other requirements set forth in this Agreement.

(b) For the purposes of this Agreement, “Hazardous Material Laws” shall include any and all federal, state and local laws, regulations, ordinances, codes and policies relating to substances, chemicals, wastes, sewage or other materials that are regulated, controlled or prohibited; or relating to pollution or protection of the environment, of natural resources or of public health and safety, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the California Hazardous Waste Control Act, Cal. Health & Saf. Code § 25300, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Cal. Health & Saf. Code § 25249.8, et seq.; and the California Porter-Cologne Water Quality Control Act, Cal. Water Code § 13000, et seq.

(c) **Licensee shall, to the extent they apply, abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin and require affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.** The applicable non-discrimination statutes of the state in which the Property is located are incorporated. To the extent applicable, 29 Code of Federal Regulations (C.F.R.) Part 471, Appendix A to Subpart A, as well as any E-Verify obligations described in FAR 52.222-54, are incorporated by reference. If Licensee is required by federal regulations to file Employer Information Report EEO-1 (standard form 100) or Federal Licensee Veterans’ Employment Report VETS-4212, Licensee certifies that it has done so or will file such reports in accordance with applicable instructions and will continue to file such reports unless or until no longer required by law or regulation.

(d) Licensee shall strictly enforce with all its agents and employees “No Smoking” regulations throughout the entire time Licensee is performing the Activity. Use of any

tobacco product is strictly prohibited on any property owned by Company at which a manufacturing facility is operated and Licensee and its agents and employees shall strictly observe Company's "No Tobacco Products" policy and shall not use any form of tobacco products while upon such Company property. Licensee shall comply with all other regulations related to fire prevention, including, but not limited to, the location of fire tool caches and any other equipment that may be required by the United States Forest Service or California Department of Forestry and Fire Protection.

(e) Licensee shall make every reasonable effort to control and extinguish every fire on the Property immediately when Licensee becomes aware of such fire's existence, without waiting for instructions from a forester, warden or ranger, and Licensee shall continue to make every reasonable effort to control and extinguish such fire until it is extinguished. Provided Licensee is not at fault for the origination of any such fire, Company will compensate Licensee for such efforts at the equipment and operator rates specified in **Exhibit B** attached hereto and incorporated herein.

9. INDEMNITY.

To the extent not prohibited by applicable law, Licensee and Company (in such capacity, the "Indemnitor") shall each indemnify and hold harmless the other (in such capacity, and including such party's successors, assigns, officers, directors, employees, agents, representatives, parents, subsidiaries and affiliates, the "Indemnitees") from and against all claims, liabilities, losses, damages or expenses arising out of or relating to all acts, failures to act or other conduct of Indemnitor (or Indemnitor's employees, agents, representatives, independent contractors, material and equipment suppliers and any other entity or individual for whom Indemnitor is responsible), whether occurring in connection with Indemnitor's completed or ongoing operations, including claims, liabilities, losses, damages, expenses or costs and attorney's fees incurred on such claims, including, without limitation, proving the right to indemnification, arising out of or relating in part to the active negligence or other fault of any one or any combination of the Indemnitees. However, Indemnitor's total liability to the Indemnitees for any claims, liabilities, losses, damages or expenses caused in part by the negligence or other fault of Indemnitor (or Indemnitor's employees, agents, representatives, independent contractors, material and equipment suppliers and any other entity or individual for whom Indemnitor is responsible) and in part by the negligence or other fault of any one or any combination of the Indemnitees or any other negligent entity or individual, shall not exceed the percentage share that Indemnitor's negligence or other fault bears to the total negligence or other fault of the Indemnitees, Indemnitor and all other entities and individuals. This indemnity provision is not intended to and shall not in any way limit the extent of any insurance coverage available to any of the Indemnitees under any insurance policy purchased and maintained by Indemnitor (even coverage for any one or any combination of the Indemnitees' sole active negligence).

Licensee agrees to being added to any arbitration or litigation with third parties in which the Company Indemnitees allege indemnification or contribution from Licensee, or any of its subcontractors. Licensee will ensure that all of its subcontractors will, in their subcontracts, also agree to this provision and, in the event they do not, the Licensee shall be liable in place of any such subcontractor(s).

10. LIENS.

Licensee shall not suffer or permit, and shall immediately remove or discharge, any lien, including, but not limited to, any mechanics', loggers' or lumbermen's lien, arising out of or related to, whether directly or indirectly, Licensee's Activity or the use of any materials or equipment used in connection therewith, filed against the Property or any of Company's personal property for any reason whatsoever. Company has the right to post notices of non-responsibility upon the Property, and to otherwise notify, actually or constructively, any entity or persons supplying services or materials to the Property that Company is not responsible for the cost thereof.

11. SURRENDER OF PROPERTY.

Upon the termination or expiration of this Agreement, Licensee shall discontinue the use of the Property and, within sixty (60) days, remove all of Licensee's property from the Property. Licensee shall restore the Property to a substantially similar condition in which it existed on the Effective Date. Property of Licensee not removed from said Premises within sixty (60) days after the termination or expiration of this Agreement shall become the property of Company. Licensee shall reimburse Company for the cost and expense incurred by Company in restoration of the Property and disposing of Licensee's property that Licensee did not timely remove. If Licensee fails to surrender possession of the Property upon termination or expiration of this Agreement, Company shall have the right, to the extent permitted by law, to re-enter the Property and remove Licensee and any person or entity claiming through Licensee from the Property.

12. DEFAULT; TERMINATION.

In addition to the rights of Licensee and Company to terminate this Agreement under Sections 2 and 7(c), as applicable, if Licensee fails to comply with each and every term and condition of this Agreement and upon written notice to Licensee and the passage of twenty (20) days, during which Licensee may attempt to cure such breach, Licensee shall be in default of this Agreement and, in that instance, Company shall have the right to do one or both of the following: (i) immediately terminate this Agreement upon written notice to Licensee and, upon such termination, the parties shall have no further obligation to one another, except for those obligations that survive the termination of this Agreement as expressly set forth herein; or (ii) pursue any and all other remedies provided by law or available in equity.

13. NOTICE.

Written notices from one party to the other shall be given by one of the following methods: (a) United States registered mail, return receipt requested, and said notice shall be deemed to have been given three (3) days after said notice is deposited into the United States mail; (b) personal delivery, and said notice shall be deemed given upon such delivery; or (c) next business day delivery by a recognized overnight delivery service, and said notice shall be deemed given upon delivery by such service at the following addresses or at such other address of which either party shall advise the other in writing:

To Company: Sierra Pacific Land & Timber Company
c/o Sierra Pacific Industries
PO Box 1450
Cedar Ridge, CA 95924
Attention: Eric Sweet

With a copy to: David H. Dun
Dun & Martinek LLP
2313 I Street
Eureka, CA 95501

To Licensee: County of Sierra
PO Box 98
Downieville, CA 95936
Attention: Miriam Dines

14. INDEPENDENT CONTRACTOR.

Licensee expressly understands and agrees that Licensee is and shall be deemed to be an independent contractor. Nothing in this Agreement shall be construed as being or creating an employer-employee relationship, a partnership or a joint venture between the parties. Company shall have no responsibility with respect to Licensee's employees or agents, nor any control over them. Company shall not in any way control the means by which Licensee conducts the Activity as contemplated in this Agreement. Licensee shall have no authority to and shall not represent that it has any authority to bind or obligate Company in any manner.

Licensee agrees to and does accept exclusive liability with respect to employment of persons in the conduct of the Activity and the performance of its obligations as contemplated in this Agreement, including employment of subcontractors, for the performance of any and all obligations imposed upon employers under any unemployment compensation, pension, social security, income tax or other similar and applicable federal, state or local laws now in force or which hereafter become effective or enacted, including the payment and/or deduction and remittance of any and all contributions, taxes, fees or charges under such laws, and Licensee agrees to fully comply with and to make all returns required by any and all such laws.

15. MEDIATION; ARBITRATION.

(a) The parties covenant to attempt in good faith to resolve all disputes or controversies that arise out of or relate to this Agreement. If the parties cannot in good faith resolve any such dispute or controversy, such dispute or controversy shall be submitted to mediation in accordance with the rules of the American Arbitration Association. In the event the parties are unable to finally resolve any dispute or controversy through such mediation within a commercially reasonable period of time, the parties shall submit any such dispute or controversy to arbitration in accordance with Sections 15(b) or 15(c) below, as applicable.

(b) In the event the parties are unable to resolve any dispute or controversy through mediation in accordance with Section 15(a) above, and the amount in controversy is \$100,000 or less, such dispute or controversy shall be submitted to arbitration in accordance with the rules of the American Arbitration Association. With respect only to any such dispute or controversy that is in an amount of \$100,000 or less, the parties to this Agreement (i) expressly waive their rights to utilize federal or state courts to resolve any such dispute or controversy and (ii) agree that the decision of the arbitrator shall be final and binding on all parties and may be entered as a judgment in court of competent jurisdiction.

(c) In the event the parties are unable to resolve any dispute or controversy through mediation in accordance with Section 15(a) above, and the amount in controversy is more than \$100,000, such dispute or controversy may (i) if agreed by the parties, be submitted to binding or non-binding arbitration, as the parties may agree, in accordance with the rules of the American Arbitration Association or (ii) be submitted to any federal or state courts having jurisdiction to resolve any such dispute or controversy.

(d) If arbitration or court action is necessary to resolve any alleged dispute, breach, default or misrepresentation in connection with this Agreement, the “Prevailing Party” (as defined below) shall be entitled to recover reasonable attorneys’ fees and costs in addition to any other relief to which the party may be entitled. Any such attorneys’ fees and costs incurred by the Prevailing Party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such obligation to pay attorneys’ fees and costs is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment. If the dispute or controversy is resolved through arbitration, the “Prevailing Party” shall be the party determined to be the prevailing party by an arbitrator or arbitration panel.

(e) Notwithstanding the foregoing, nothing contained in this Section 15 shall prevent either party hereto from seeking and obtaining injunctive relief against the other party’s activities in breach of this Agreement.

16. SURVIVAL.

The provisions of Sections 4, 5(f), 5(g), 9 through 16, 18 through 20, 22, 24, 26 and 27 shall survive expiration or termination of this Agreement.

17. ASSIGNMENT.

This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto, but this Agreement is not assignable without Company’s prior written consent. Any assignment in violation of this provision shall be deemed null and void.

18. ENTIRE AGREEMENT AND MODIFICATION.

This Agreement, together with any and all attachments and Exhibits, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any changes to this Agreement made by the parties shall be invalid unless executed in a writing signed by all parties.

19. GOVERNING LAW.

This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of California, without giving effect to its choice of law rules.

20. HEADINGS.

The headings within this Agreement are inserted for convenience of reference only and not to define, describe or limit the scope or the intent of this Agreement or any term hereof.

21. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

22. WAIVER.

No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand strict compliance with the terms hereof; provided, however, that any party may, at its sole option, waive any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other provisions of this Agreement.

23. FURTHER ASSURANCES.

Licensee and Company each agree to execute and deliver to the other such further documents and instruments as may be reasonable and necessary in furtherance of and to effectuate the intent of the parties as expressed by the terms and conditions in this Agreement.

24. INTERPRETATION.

Licensee and Company acknowledge this Agreement has been negotiated at arm's length; each party has had an opportunity to review and revise this Agreement and has been extended an opportunity to have legal counsel review and revise this Agreement. No rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Agreement.

25. TIME IS OF ESSENCE.

Time is of the essence in this Agreement, and Licensee shall diligently perform all of its obligations hereunder.

26. SEVERABILITY OF PROVISIONS.

If any provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon any such determination, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible. Notwithstanding any other provision of this Agreement, the invalidation of any provision herein relating to the parties' remedies shall not be interpreted to prevent an injured party from seeking actual damages.

27. NO THIRD PARTY BENEFICIARY.

Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

LICENSEE

COMPANY

By: James Beard
Title: Chairman, Board of Supervisors

Sierra Pacific Industries, its Manager
By: Eric Sweet
Title: Tahoe District Manager
Division: Forestry

EXHIBIT A

Description of the Property

Landings at the following locations:

Top of Hour House Dam Road - APN SIE 006-030-114 within the SW $\frac{1}{4}$, NW $\frac{1}{4}$, NE $\frac{1}{4}$ of Section 19, T18N, R9E, MDBM

Opposite Oregon Creek Road - APN 006-020-002 within the SE $\frac{1}{4}$, NW $\frac{1}{4}$, NW $\frac{1}{4}$ of Section 2, T18N, R9E, MDBM

EXHIBIT B

Fire Suppression Compensation

Licensee shall be compensated at the following rates for materials and labor expended in fire suppression efforts made in accordance with Section 8(e) hereof as follows:

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

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

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

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION:

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

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

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

CLERK TO THE BOARD _____ DATE _____

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

MEETING DATE: April 21, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: County Counsel APPROVING PARTY: David Prentice PHONE NUMBER: 559-500-1600
--

AGENDA ITEM: Closed session pursuant to Government Code Section 54956.9(a) - conference with legal counsel regarding the following litigation: ARP - Loylton Cogen LLC Chapter 11 Bankruptcy - United States Bankruptcy Court Central District Case No. 8:20-bk-10535-ES.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION:

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

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

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

CLERK TO THE BOARD

DATE

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

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

DEPARTMENT: County Counsel APPROVING PARTY: David Prentice PHONE NUMBER: 559-500-1600
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AGENDA ITEM: Closed session pursuant to Government Code Section 54957 - performance review regarding Personnel Director.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION:

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

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

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

CLERK TO THE BOARD

DATE

**Sierra County
Board of Supervisors'
Agenda Transmittal &
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MEETING DATE: April 21, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Auditor
APPROVING PARTY: Van A. Maddox
PHONE NUMBER: 530-289-3286

AGENDA ITEM: Approval of an invoice by SIERRA COUNTY #1 for Title III funds for services rendered on Federal land.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION:

FUNDING SOURCE: Title III
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$2,539.35 One Time Expense

ARE ADDITIONAL PERSONNEL REQUIRED?

Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:

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

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

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

COMMENTS:

CLERK TO THE BOARD

DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**IN THE MATTER OF AUTHORIZING USE OF
TITLE III FUNDS FOR PAYMENTS TO
SIERRA COUNTY LOCAL GOVERNMENTS
FOR WORK DONE ON FEDERAL LANDS
AS DESCRIBED IN P.L 114-10**

RESOLUTION 2020-

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

WHEREAS, the Sierra County Board of Supervisors, by adoption of Resolution 2016-010 on February 2, 2016 declared its intent to utilize \$29,163.86 to reimburse the participating local governments for search and rescue and other emergency services, including firefighting.

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

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Sierra hereby authorizes use of Title III funds in the amount of \$2,539.35 to reimburse the participating local governments for search and rescue and other emergency services, including firefighting.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

COUNTY OF SIERRA

JAMES BEARD

Chairperson

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER

Clerk of the Board

County Counsel



Sierra County Fire Protection District #1
PO BOX 255
Sierraville, CA 96126

3/11/2020 (RM)
September 5, 2019

To: Van Mattox

From: Rick Maddalena for SCFPD #1

RE: Title 3 funds reimbursement

Sierra County Fire Protection District request reimbursement for cost incurred protecting National Forest lands and interest between July, 2019 and August 31, 2019.

The attached inventories of assigned resources per incident uses salary rates the District has on file with Cal EMA and equipment rates established by Cal Fire for local equipment use. Copies of the salary survey will be made available upon request.

The particulars of each incident are presented below:

- A. 7.11.19 Loganville. \$197.70 A Wildland Fire, TNF Jurisdiction
- B. 7.11.19 Sunrise Basin \$805.40 A Wildland/Urban Interface Fire, HT NF Jurisdiction
- C. 7.25.19 Sage Fire. \$735.00 A Wildland Fire, TNF Jurisdiction
- D. 8.31.19 Sierra City Transfer Station
\$801.25 Spread to Wildland, TNF Jurisdiction

TOTAL: \$2,539.35

A handwritten signature in black ink, appearing to read "Rick Maddalena".

Rick Maddalena, Commissioner

Sierra Co. Fire Protection Dist. #1

Sierra County Fire Protection District # 1

7/25/2019		Start Time: <u>1321</u> : _____	Incident #
End Date: <u>7</u> / <u>25</u> /19		End Time: <u>1500</u> : _____	2.5
2 miles west of Little Truckee Summit		<i>Sage Fire on Talwe of Landg</i>	
Description of Call: Wildland Fire			
<i>[Signature]</i>			
Name:	Position		Per hour wage
James Ashes *8200	Cpt Brush 28		34x 2.5
Alex Macy 8212	Engineer Brush 28		32x 2.5
Brush 28			78.5x 2.5
Jay Huebert 8300	Operator WT 18		32x2.5
Water Tender 18			91x 2.5
Cheri Asher	Support Dispatcher		26.50x 2.5
<i>Not Reimbursible by Corp Agreement as units were</i>			
<i>dispatched by Sierra Co & not USFS. [Signature]</i>			

I, the Fire Chief, or the Officer in Charge, of the Sierra Co. FPD #1, hereby acknowledge that the above information is true and correct to the best of my knowledge

Signed _____ Print Name: _____ Date: ____/____/20____

Sierra County Fire Protection District # 1

Start Date: <u>8</u> / <u>31</u> / <u>19</u>	Start Time: <u>1600</u> : _____	Incident #
End Date: <u>8</u> / <u>31</u> / <u>19</u>	End Time: <u>1830</u>	2.5 hrs
Incident Address: Sierra City Transfer Station		
Description of Call: Wildland/ Urban Interface Fire <i>or MFS Leaky</i>		
<i>[Signature]</i>		
Name:	Position	Per hour wage
Matt Wellise	Captain Brush 28	34x 2.5
Karen Lindy	FEO, Brush 28	32x2.5
Pat Blide	FF, Brush 28	26.5x2.5
Jeanne Klose	FF, Brush 28	26.5x2.5
Jay Huebert	Operator, WT 51	32x2.5
E28		78.5x2.5
WT51		91x2.5
<p><i>Not Reimbursable through Coop Agreement because units were dispatched by Sierra Co as Mutual Aid to Sierra City Fire</i></p> <p style="text-align: center;"><i>[Signature]</i></p>		

I, the Fire Chief, or the Officer in Charge, of the Sierra Co. FPD #1, hereby acknowledge that the above information is true and correct to the best of my knowledge

Signed _____ Print Name: _____ Date: ____/____/20____

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

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

AGENDA ITEM: Agreement for Indemnification and Reimbursement for Extraordinary Costs for Linda Sanford, Applicant and Landowner. Consideration of a Certificate of Compliance, Assessor's Parcel Number 013-070-011 located at T20N R14E S9, near Sattley.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION:

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

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

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

CLERK TO THE BOARD

DATE

**AGREEMENT FOR INDEMNIFICATION AND
REIMBURSEMENT FOR EXTRAORDINARY COSTS**

("The Agreement")

SHADED AREAS FOR OFFICE USE ONLY

Linda L. Sanford ("APPLICANT") and Linda L. Sanford
("LANDOWNER"), collectively referred to as "the APPLICANT" have applied to the County of Sierra, a
political subdivision of the State of California, Sierra ("the County") for:

Certificate of Compliance

("the Project")

(APN) 013-070-011

TERMS AND CONDITIONS

1. Conditions to the Project Approval: All approvals, permits and consents for the project by the County shall only become effective, and are expressly conditioned upon performance by the APPLICANT; and if a separate party, by the LANDOWNER, upon the following:

- 1.1 Full performance of all conditions imposed in connection with the applicable permit or the Project approved.
- 1.2 Posting of any fees for CEQA review required by the California Department of Fish & Wildlife pursuant to AB 3158, in the amount of \$2,406.75 for a Negative Declaration, and \$3,343.25 for an Environmental Impact Report.
- 1.3 Full performance of the terms and conditions hereof.
- 1.4 Compliance with all required mitigation measures of an approved environmental document for the application project.
- 1.5 Security Deposits (if required) for fulfillment of any conditions.

2. Terms of Agreement: The terms of this Agreement consist of:

- 2.1 This Indemnification and Reimbursement Agreement facing sheet
- 2.2 The conditions for charging Extraordinary Costs attached as Exhibit A
- 2.3 The Additional Terms attached as Exhibit B
- 2.4 The General Provisions attached as Exhibit C
- 2.5 Notices and Supplemental Terms attached as Exhibit D

This Agreement is entered into as of April 21, 2020.

APPLICANT

Linda L. Sanford
(Signature)

Linda L. Sanford
(Type or print name)

LANDOWNER

Linda L. Sanford
(Signature)

Linda L. Sanford
(Type or print name)

COUNTY

James Beard, Chair
Sierra County Board of Supervisors

APPROVED AS TO FORM:

David Prentice
County Counsel

ATTEST:

Heather Foster
Clerk of the Board

**CONDITIONS FOR CHARGING
EXTRA COSTS
EXHIBIT "A"**

A.1 BACKGROUND

The County of Sierra is authorized to charge for the actual costs of processing land use permits including all staff and administration and County Counsel time actually expended on the Project. While the County has previously established a schedule of fees for normal permit processing, there are times when the permit fees do not cover the costs incurred by the County for applications requiring significant amounts of staff and/or counsel time and/or in retaining consultants who may need to be retained in conjunction with the processing of an application that is filed with the County. In the event that the processing of an application for a permit, general plan amendment and/or rezoning of property requires, in the judgment of the Planning Department, more than the customary amount of time allocated to a type of application and/or results in the County retaining an outside consultant or consultants (including without limitation incurring fees for counsel), addition fees will be charged to cover the costs incurred by the County. The following events or circumstances (referred to as "Extraordinary Events") are examples (without limitation) of the circumstances that may give rise to extra costs:

- A.1.1 Incomplete or inaccurate information provided by an APPLICANT;
- A.1.2 A change in an application by means of an amendment, correction or otherwise;
- A.1.3 Opposition to a project;
- A.1.4 Submission of a controversial application, whether or not specifically or initially opposed;
- A.1.5 An appeal of a land use decision;
- A.1.6 Non-compliance in whole or in part by an APPLICANT with a condition of an application, a permit or a planning or building department request;
- A.1.7 Delays in processing caused in part by the APPLICANT or the latter's agents;
- A.1.8 Unique, novel or irregular applications or requests by an APPLICANT;
- A.1.9 Other circumstances or events which increase the workload of County staff to process an application.
- A.1.10 Hiring of outside consultants

A.2 NOTICE OF EXTRAORDINARY EVENT AND REQUEST FOR DEPOSIT

In the event that one or more Extraordinary Events arise or are reasonably foreseen, the Director of Planning may give written notice thereof to the APPLICANT together with a request for deposit of Extraordinary Costs ("Costs") [Exhibit B - Provision 1.1].

A.3 SUBMISSION OF DEPOSIT

Upon receipt of such Notice, APPLICANT shall have ten (10) days to deposit the sums so requested. Failure to comply with a deposit request shall be governed by Exhibit B - Provision 1-6.

A.4 RIGHT OF WITHDRAWAL

Extraordinary Costs, the APPLICANT has the right to withdraw or abandon APPLICANT's project and/or application without incurring any further costs beyond those incurred to the date of receipt by the Director of Planning of the Notice to Withdraw or Abandon the Application.

A.5 OBLIGATION AFTER DEPOSIT

In the event APPLICANT deposits the costs requested, the County shall proceed or continue with application processing and APPLICANT shall be responsible for the costs as billed, whether or not the latter are covered by or included in the Deposit.

A.6 FURTHER TERMS AND CONDITIONS

The use of the Deposit, responsibility for costs and the further terms and conditions of this Agreement are as set forth in Exhibits B and C and, if applicable, Exhibit D hereof.

A.7 EXTRAORDINARY COST SCHEDULE

Extraordinary Costs include:

- Planning staff - \$65 per hour [per Resolution # 2005-064]
- County Counsel - At cost
- County Counsel Staff - \$20 per hour
- Special Counsel - As billed to County
- Consultants - As billed to County
- Other Costs - As authorized by County Ordinance or Resolution

**TERMS
EXHIBIT "B"**

B.1 DEPOSIT.

B.1.1 "INITIAL DEPOSIT." APPLICANT shall provide funds in the amount set forth in the "Notice of Extraordinary Costs" in the form of a check made payable to the "SIERRA COUNTY TREASURER".

B.1.2 INCREMENTAL DEPOSITS. The COUNTY may request deposits in advance of expenditures or obligations for expenditures. With the exception of the requirements of Provision B.2, APPLICANT shall only be liable for the amount of costs actually incurred by the COUNTY to the date of the request for additional deposits. No individual deposit request (exclusive of deposit on consulting contracts) shall exceed \$25,000 without APPLICANT's prior written authorization or assent.

B.1.3 ADDITIONAL DEPOSITS. If the deposit or any increases therein is inadequate to pay for Costs actually incurred by the COUNTY, APPLICANT will be notified immediately of the need to supplement the deposit. The APPLICANT shall only be contractually obligated to pay or to increase deposits beyond that which it otherwise agrees up to the limitation set forth in Provision B.2 below.

B.1.4 USE OF DEPOSITS. The Initial Deposit constitutes an initial estimate of Extraordinary Costs associated with processing the Application and the initial study. The use of the Initial Deposit funds and all future deposits shall include costs of administrative review, consulting fees, legal review, and any other actual costs incurred in support of the Application processing and any applicable environmental review of the Project (collectively referred to as "Costs".) Costs include those expenses incurred on the Project from its inception. Credit shall be given for any standard application permit fee paid by APPLICANT. Further, deposit will be required in the full amount of any contract or contracts for consulting services. Costs shall include the total dollar amount of all COUNTY personnel time (computed on the basis of hours spent multiplied by the salary and benefit rate paid by the COUNTY to such individual(s)), all fees and costs charged by outside consultants and contract personnel, amounts expended for photo copies, telephone calls, FAX charges, postage, trip expenses (gas, meals, lodging, parking, transportation) and any and all other costs incurred or expended by the COUNTY in direct connection with the Project.

B.1.5 DRAW DOWN OF DEPOSIT. On a monthly basis, or on such other time intervals as the Director of the PLANNING DEPARTMENT may deem appropriate, Costs incurred shall be deducted from the Deposit and an accounting of the status of the Deposit shall be provided to the APPLICANT. In the case of Costs expended against billings from outside consultants, the amount of such billing statements shall be provided to the APPLICANT. The APPLICANT shall not be entitled to any detail revealing the substantive contents or "detail of billings" pertaining to legal advisement to the COUNTY by contract attorneys or County Counsel, but shall be entitled to an accounting of the total amounts paid to such attorneys or reimbursement to the COUNTY General Fund, as the case pertains.

B.1.6 FAILURE TO MAKE DEPOSITS. In the event that APPLICANT does not make deposits as requested pursuant to the terms hereof, the processing of the Application may be suspended by the COUNTY. The refusal or failure to make a requested deposit within sixty (60) days after request shall constitute an abandonment of the Project by the APPLICANT and shall terminate all processing of the Application. The COUNTY shall not be liable for such termination and APPLICANT hereby indemnifies and holds the COUNTY harmless from any and all claims arising out of such termination including those of APPLICANT. Any request for deposit or payment to the COUNTY must be made in writing and mailed or telefaxed, in accord with "Notices" set forth on Exhibit "A". The APPLICANT shall have ten (10) working days from the date of mailing and telefaxing within which to remit the amount requested before the COUNTY may exercise the remedies for "Failure to make Deposits" set forth herein. Any delay in providing deposits or payments by APPLICANT as requested after the ten (10) days specified herein shall toll any time periods required for document processing by the COUNTY, including those under the Permit Streamlining Act, for the period of time equal to the date of the request for deposit to the date of receipt of the requested deposit minus the ten (10) day performance period ("the Delay Time") if the Delay Time is ten (10) calendar days or less. If the delay exceeds ten (10) calendar days beyond the ten (10) day performance time, then the tolling period shall be equal to the Delay Time plus thirty (30) days.

B.1.7 DEPOSITS IN EXCESS OF COSTS. If the actual Cost of the Application and environmental review is less than the deposit, the excess amount will be returned to the APPLICANT or applied toward subsequent phases of environmental review on the APPLICANT's Project or any subsequent projects at the option of the APPLICANT, including the Costs of the EIR or any supplemental environmental reviews. If APPLICANT includes both an APPLICANT and LANDOWNER, both must give joint signed instructions for handling funds.

B.2 OBLIGATION FOR COSTS.

APPLICANT is responsible for all Extraordinary Costs in connection with Application processing and all necessary environmental review processing. In the event that the Extraordinary Costs exceed or are in the opinion of the Director of the PLANNING DEPARTMENT expected to exceed the amount of deposit as set forth in Provision 1 above, the COUNTY may request an additional deposit to cover such Costs or may bill APPLICANT for Costs accrued but unpaid, or both. In the event that APPLICANT objects to making any further payments or deposits, APPLICANT shall only be contractually obligated up to an amount not to exceed twenty percent (20%) over the initial deposit (referred to as "Cost Overruns"). In the event that APPLICANT refuses to make deposits or to pay cost incurred, the COUNTY may close the Project application processing and may seek recovery from the Undersigned for the costs incurred and the party's rights and responsibilities shall be governed under Provision B.1.6 ("Failure to Make Deposits") above.

B.3 PROJECT ACCOUNTING.

The COUNTY shall maintain books and records necessary to track all costs associated with the Project, and to account for all sums deposited and/or paid by the APPLICANT, which records may be inspected in the PLANNING DEPARTMENT by the APPLICANT, a report of which shall be provided to APPLICANT on a monthly basis.

B.4 LEGAL DEFENSE.

In the event that any litigation is initiated by any third party in which the COUNTY is named in any capacity arising out of or in connection with the Project, APPLICANT agrees to defend the COUNTY and at the COUNTY's request to appear and represent it at APPLICANT's sole cost and expense; **provided however, that APPLICANT shall not be obligated to defend or indemnify the COUNTY against any claims, actions or litigation arising out of damages, personal injury or death caused by the COUNTY's negligence or willful misconduct.** (The foregoing shall not limit the right of the COUNTY to appear and defend against any or all issues or causes of action.)

B.5 INDEMNIFICATION.

The Undersigned, jointly and severally, do(es) indemnify and agree to hold harmless the County, its Officers, Agents, and employees from and against any and all costs, claims, damages, judgments, or payments in compromise and settlement, including therein all direct and administrative costs, attorneys' fees including county counsel or special counsel fees incurred with respect to any action to attack, set aside, void, or annul any approvals or denials by the County, arising out of or in connection with the Project, whether by way of court action or administrative proceeding. In the event that any action is filed, including but not limited to notice of administrative appeal, summons and complaint, or writ proceeding (collectively referred to as "Action"), the County may request and the Undersigned shall make a deposit in the amount requested by the Director of Public Works, in the initial amount of which shall not exceed ten thousand dollars (\$10,000) to cover initial cost and fees, and shall replenish the deposit on an ongoing basis as may be requested during the ongoing proceedings, if any. In the event that actual costs are less than the sums deposited, the unused balance shall be returned to the Undersigned by warrant made payable to APPLICANT and LANDOWNER as they mutually advise in writing. In the event that the Undersigned fails or refuses to make deposits as requested hereunder, in addition to any and all remedies in law or equity, the County may cease to proceed with any administrative action, any affirmative action, or refuse or abstain from defense of any such action and/or may enter into any stipulation, the results of which voids, retracts or restricts the Project or any permit or entitlement pertaining to the Project.

**GENERAL PROVISIONS
EXHIBIT "C"**

C.1 INTERPRETATION AND ENFORCEMENT.

C.1.1 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

C.1.2 ASSIGNMENT. This Agreement constitutes a personal contract and no party hereto shall assign or transfer this Agreement, or any part thereof, without the prior written consent of the other(s), unless such transfer is otherwise expressly permitted hereby.

C.1.3 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

C.1.4 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

C.1.5 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fee, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

C.1.6 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C.1.7 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

C.1.7.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

C.1.7.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

C.1.8 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

C.1.9 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

C.1.10 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

C.1.11 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

C.1.12 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

C.1.13 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of

competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

C.1.14 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Sierra, State of California.

C.1.15 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

C.1.16 INCORPORATION OF EXHIBITS. All exhibits mentioned herein and attached hereto are specifically incorporated herein by this reference and made a part of this Agreement.

C.1.17 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

C.1.18 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon. Both APPLICATION and LANDOWNER shall be jointly and severally responsible and liable for performance hereunder.

C.1.19 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code (107). For all purposes of compliance by County with a Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the County of Sierra. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this if created; and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

NOTICE AND SUPPLEMENTAL TERMS
Exhibit "D"

D.1 NOTICES.

All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Chairman, Board of Supervisors
County of Sierra
Post Office Drawer D
Downieville, California 95936

With a copy to:

County Counsel
County of Sierra
Post Office Drawer D
Downieville, CA 95936

If to "APPLICANT":

APPLICANT:
Linda Sanford
P.O. Box 22
Sierraville, Ca 96126

With a copy to:

LANDOWNER:

Linda Sanford
P.O. Box 22
Sierraville Ca 96126

D.2 SUPPLEMENTAL TERMS.

none

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

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

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

AGENDA ITEM: Resolution certifying County roads contained in maintained mileage system for submittal to the State of California.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: Section 2121 of the Streets and Highways Code provides that in May of each year, each County shall submit to the Department of Transportation any additions to or exclusions from its mileage of maintained County roads, specifying the termini and mileage of each route added or excluded. This resolution is adopted annually. This resolution reflects a reduction in mileage due to the termination of maintenance on Oregon Creek Road.

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

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

CLERK TO THE BOARD

DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**RESOLUTION CERTIFYING COUNTY ROADS
CONTAINED IN COUNTY MAINTAINED ROAD SYSTEM**

RESOLUTION 2020-_____

WHEREAS, Section 2121 of the Streets and Highways Code provides that in May of each year, each County shall submit to the Department of Transportation any additions to, or exclusions from, its mileage of maintained County roads, specifying the termini and mileage of each route added or excluded; and

WHEREAS, the Department of Transportation certified to the State Controller in 2019 that the total mileage of maintained County roads was 391.476 as shown on the Maintained Mileage Tab provided by the State of California; and

WHEREAS, the total mileage of maintained County Roads reported in 2019 was 391.476, and by adoption of Resolution 2019-071 on May 7, 2019, terminating maintenance on a portion of Oregon Creek Road, 1.3 miles was removed from the Maintained Mileage System.

NOW, THEREFORE, BE IT RESOLVED that the total mileage of maintained County Roads is 393.176.

BE IT FURTHER RESOLVED AND ORDERED that duplicate copies of this resolution shall be filed in the office of the Director of Transportation of the County of Sierra.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Sierra on the 21st day of April, 2020 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

JAMES BEARD
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

DAVID PRENTICE
COUNTY COUNSEL

**2020 SIERRA COUNTY
MAINTAINED ROAD DATA**

GROUP SEQUENCE	ROAD NUMBER	ROAD SEGMENT	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	LENGTH MILES
5	295		OREGON CREEK RD	180 RIDGE RD	300 MT HOUSE RD	4.000

COMPLETED 3/13 390.176

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

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

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

AGENDA ITEM: Resolution approving the California Department of Public Health Infectious Disease Prevention and Control Local - Infrastructure Grant Agreement Number 19-10854 and authorizing Vickie Clark, Director to sign the agreement

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: 5610
AMOUNT: \$102,349.56 N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

CLERK TO THE BOARD

DATE

Memorandum

To: Sierra County Board of Supervisors

From: Vickie Clark, Director

Reference: Agenda Item

Date of memo: April 14, 2020

Date of Board Meeting: April 21, 2020

Requested Action: Resolution approving the California Department of Public Health Infectious Disease Prevention and Control Local - Infrastructure Grant Agreement Number 19-10854 and authorizing Vickie Clark, Director to sign the agreement

Mandated by: AB74, Budget Act of 2019, Chapter 23

Funding

Budgeted? YesX No

Revenue	\$102,349.56	California Department of Public Health Infectious Disease Prevention and Control Local - Infrastructure Grant
Expenses	\$102,349.56	California Department of Public Health Infectious Disease Prevention and Control Local - Infrastructure Grant
Difference	0	

Background Information: The purpose of the Grant is to implement public health activities to address gaps in core public health functions within the local health jurisdiction. The focus will be on responding to increases in workload associated with high priority, preventable infectious diseases to support efforts to make California the healthiest state in the nation by advancing better health, better care, lower costs, and by promoting healthy equity, and reducing health disparities. The term of the Grant will be February 1, 2020 and terminates on June 30, 2023.

Potential Issues to consider: None

Alternatives or Impacts of disapproval:

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

RESOLUTION NO. _____

**IN THE MATTER OF APPROVING THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
INFECTIOUS DISEASE PREVENTION AND CONTROL LOCAL-INFRASTRUCTURE
GRANT AGREEMENT NUMBER 19-10854 AND AUTHORIZING VICKIE CLARK,
DIRECTOR TO SIGN THE AGREEMENT**

WHEREAS, the Sierra County Board of Supervisors approved the California Department of Public Health Infectious disease prevention and Control Local-Infrastructure Grant Agreement number 19-10854; and

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

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

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

JIM BEARD
Chairman, Board of Supervisors

Date

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

DAVID PRENTICE
County Counsel

**CALIFORNIA DIVISION OF COMMUNICABLE DISEASE CONTROL
INFECTIOUS DISEASE PREVENTION AND CONTROL LOCAL - INFRASTRUCTURE**

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Sierra, hereinafter “Grantee”

**Implementing the project, INFECTIOUS DISEASE PREVENTION AND CONTROL
LOCAL – INFRASTRUCTURE**

**“INFECTIOUS DISEASE PREVENTION AND CONTROL LOCAL – INFRASTRUCTURE”,
hereinafter “Project”**

GRANT AGREEMENT NUMBER 19-10854

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under AB74, Budget Act of 2019, Chapter 23.

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to implement public health activities to address gaps in core public health functions within the local health jurisdiction.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed \$102,349.56

TERM OF GRANT AGREEMENT: The term of the Grant will be February 1, 2020 and terminates on June 30, 2023. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2023.

PROJECT REPRESENTATIVES: The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: County of Sierra
Name: William Misura	Name: Celia Sutton-Pado
Address: 1616 Capitol Avenue, MS 7300	Address: 202 Front Street
City, Zip: Sacramento, CA 95814	City, Zip: Loyalton, CA 96118

Phone: (916) 552-9792	Phone: (530) 993-6700
Fax: (916) 552-8973	Fax: (530) 993-6790
Email: William.Misura@cdph.ca.gov	Email: csutton-pado@sierracounty.ca.gov

Direct all inquiries to:

California Department of Public Health Division of Communicable Disease Control	Grantee: County of Sierra
Attention: William Misura	Name: Celia Sutton-Pado
Address: 1616 Capitol Avenue, MS 7300	Address: 202 Front Street
City, Zip: Sacramento, CA 95814	City, Zip: Loyalton, CA 96118
Phone: (916) 552-9792	Phone: (530) 993-6700
Fax: (916) 552-8973	Fax: (530) 993-6790
Email: William.Misura@cdph.ca.gov	Email: csutton-pado@sierracounty.ca.gov

All payments from CDPH to the Grantee shall be sent to the following address:

Grantee: County of Sierra
Address: 202 Front Street
City, Zip: Loyalton, CA 96118
Phone: (530) 993-6700
Fax: (530) 993-6790
Email: sgraves@sierracounty.ca.gov

- Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party. Said changes shall not require an amendment to the agreement. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form which can be requested through the CDPH Project Representatives for processing.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Grant by this reference:

- Exhibit A SCOPE OF WORK
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
- Exhibit C STANDARD GRANT CONDITIONS
- Exhibit D ADDITIONAL PROVISIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

Vickie Clark, HHS Director
County of Sierra
202 Front Street
Loyalton, CA 96118

Date: _____

Jeff Mapes, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800- 1804
Sacramento, CA 95899-7377

Exhibit A
Scope of Work

1. Service Overview

The Grantee will implement public health activities to address gaps in core public health functions within the local health jurisdiction. California Department of Public Health (CDPH) requests that the focus be on responding to increases in workload associated with high priority, preventable infectious diseases to support efforts to make California the healthiest state in the nation by advancing better health, better care, lower costs, and by promoting health equity, and reducing health disparities.

Key strategic targets for infectious diseases prevention and control local infrastructure are: surveillance; monitor and evaluate disease-specific prevention activities; local capacity to respond and surge for outbreaks; and laboratory and information technology.

2. Service Location

The services shall be performed at applicable facilities in the County of Sierra.

3. Service Hours

The services shall be primarily provided Monday through Friday, from 8:00 a.m. to 5:00 p.m. and include evenings, weekends, and holidays as needed.

4. Services to be Performed: Core Public Health Functions

OPTION 1: Surveillance:

Activities	Deliverables	Timeline
Surveillance for emerging diseases including obtaining and consolidating the information guidance from CDPH and CDC.	Review guidance, participate in State and National calls, determine internal procedures, educate staff and share guidance with outside partners (HCP's, EMS and SNF).	02/01/20 – 06/30/23

OPTION II: Monitoring and Evaluation of Disease-Specific Prevention Activities

Activities	Deliverables	Timeline
Ensure timely investigation of all reported tests.	Reported positive tests to be entered into CalREDIE according to CA CDC reporting requirements.	02/01/20 – 06/30/23
Utilize data to define local priority populations and/or geographic areas for targeting health prevention activities.	Utilize data collection completed through mobile van outreach activities and Epidemiology services.	02/01/20 – 06/30/23

Exhibit A
Scope of Work

Activities	Deliverables	Timeline
Develop and document a prioritization strategy for communicable disease investigation that takes into account public health significance and team workload.	<ul style="list-style-type: none"> • Prioritize training for ID staff due to workload and most impactful for our county needs. • ID staff to attend ID trainings both in-person, webinars and self-paced modules. • Monitor emerging disease potential impact in our county. 	02/01/20 – 06/30/23
Protect public health and prevent disease by assuring that domestic water served to the public is safe and potable.	Bacteriological testing will be conducted as warranted to investigate water quality concerns or suspected illnesses to identify potential public health threats from water quality.	02/01/20 - 06/30/23
Educate local Health Care providers about infectious diseases (i.e. HIV, STI, HCV, HPV, MCV, tickborne and vector borne diseases, and other emerging diseases).	Establish quarterly meeting schedule with HCP's, gather their input on relevant topics for their practice and present information and materials.	02/01/20 – 06/30/23
Educate county residents about infectious diseases (i.e. HIV, STI, HCV, HPV, MCV, tickborne and vector borne diseases, and other emerging diseases).	Utilize press releases, flyers and ads placed in the local newspapers. Speak at community events, provide outreach material, collaborate with other agencies to educate and increase ID knowledge.	02/01/20 – 06/30/23

OPTION III: Local Capacity to Respond and Surge for Outbreaks

Activities	Deliverables	Timeline
<i>Not Applicable</i>		

OPTION IV: Laboratory and Information Technology

Activities	Deliverables	Timeline
<i>Not Applicable</i>		

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For activities in Exhibit A, the Grantee will have the following payment options: a) submit an invoice for a one time lump-sum payment or b) submit invoices quarterly. The Grantee will work with their CDPH program liaison once they have decided which option to follow.
- B. Invoice(s) shall include the Grant Number and shall be submitted in triplicate either in a one-lump sum request or in quarterly invoices to:

LHJDCDC@cdph.ca.gov

California Department of Public Health
Division of Communicable Disease Control
MS 7300
P.O. Box 997377
Sacramento, CA 95899-7377

- C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

A. The amounts payable under this Grant shall not exceed:

- 1) \$102,349.56 for the budget period of upon execution of final contract through June 30, 2023.

5. Timely Submission of The Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources.

7. Use of Funds / Supplanting

These funds shall be used to supplement and enhance existing local program activities and services and shall not replace existing services and activities, prevent the addition of new services and activities, and does not duplicate reimbursement of costs and services received from local funds or other sources.

EXHIBIT C**STANDARD GRANT CONDITIONS**

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours 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 State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, 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 any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

 - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
- 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D
Additional Provisions

1. Overview:

The California Department of Public Health (CDPH), Division of Communicable Disease Control (DCDC) sets forth the following standards and procedures. These standards and procedures specify the conditions for receipt of CDPH Infectious Disease Prevention and Control (IDCP) local infrastructure funds.

The California Budget Act of 2019 requires the department to allocate funds to local health jurisdictions (LHJs) and tribal communities for the prevention and control of infectious diseases. The funding allocation methodology was developed in consultation with the County Health Executives Association of California, California Conference of Local Health Officers, community-based organizations, and other stakeholders. As also required by the Budget Act of 2019, the funding formula is based on factors that include disease burden, population impact, and geographical area; and it also allocates the funds in a manner that balances the need to spread funding to as many LHJs as possible and the need to provide meaningful services. These funds are for the prevention and control of infectious disease and funds provided shall not supplant existing services at the local level. The Budget Act of 2019 also requires these funds to be distributed in a lump-sum amount in the 2019-20 fiscal year.

2. Grantee's Responsibilities:

The Grantee agrees to:

- A. Direct activities toward achieving the program objectives set forth by the CDPH DCDC.
- B. Use these funds in accordance with any additional guidance set forth by the CDPH DCDC regarding the granting, use and reimbursement of the DCDC local assistance funds. Additional consideration should be given to other guidance from the CDPH and Centers for Disease Control and Prevention (CDC) intended to highlight successful communicable diseases prevention and response strategies or outline California specific initiatives, policies, and procedures.
- C. Use these funds to augment existing funds and not supplant funds that have been locally appropriated for the same purposes. Local assistance funds are intended to provide local entities with increased capabilities to address infectious disease control needs. Supplanting of funds is defined (for the purposes of this agreement) as using local assistance award monies to "replace" or "take the place of" existing local funding. For example, reductions in local funds cannot be offset by the use of CDPH dollars for the same purpose.
- D. Abide by the most recent standards of care for screening, treatment, control, and prevention as promulgated by:
 - California Department of Public Health
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STDs-ClinicalGuidelines.aspx>

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Additional Provisions

- Centers for Disease Control and Prevention
<https://www.cdc.gov/std/tg2015/default.htm>
- Advisory Committee for Immunization practices (ACIP)
<https://www.cdc.gov/vaccines/acip/recommendations.html>
- CDPH Quick sheets for LHDs (look up particular disease, then find Quick sheet under “Disease Investigation”). <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/disease.aspx>
- Vaccine preventable diseases: <https://www.cdph.ca.gov/programs/CID/DCDC/CDPH%20Document%20Library/Immunization/ReportingGuidanceforLHJs.pdf>
- Essential Components of a Tuberculosis Prevention and Control Program Recommendations of the Advisory Council for the Elimination of Tuberculosis
<https://www.cdc.gov/MMWR/PDF/rr/rr4411.pdf>
- Official American Thoracic Society/Centers for Disease Control and Prevention/Infectious Diseases Society of America Clinical Practice Guidelines: Treatment of Drug-Susceptible Tuberculosis
https://www.cdc.gov/tb/publications/guidelines/pdf/clin-infect-dis-2016-nahid-cid_ciw376.pdf
- Guidelines for the Investigation of Contacts of Persons with Infectious Tuberculosis: Recommendations from the National Tuberculosis Controllers Association and CDC
<https://www.cdc.gov/mmwr/preview/mmwrhtml/rr541a.htm>

E. Submit information and reports as requested by the CDPH DCDC.

3. Reporting Requirements:

- A. **Case Reports:** All Grantees shall comply with morbidity reporting requirements for reportable diseases and conditions as indicated in the Title 17 California Code of Regulations sections 2500-2505, 2641.5-2643.20, and 2800-2812.
<https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/ReportableDiseases.pdf>

All Grantees will close out all cases of communicable diseases and enter final case information in the California Reportable Disease Information Exchange (CalREDIE) or in an electronic format approved by CDPH, by the close out deadline requested by CDPH. This will enable timely reporting to the CDC as well as timely completion of CDPH reports on communicable disease incidence.

Unless an alternative data submission mode has been approved by CDPH, all Grantees, must enter case report data directly into CalREDIE. Data must be entered into the appropriate tabs and forms in CalREDIE. Submission of hard copy forms for data entry into CalREDIE by CDPH or scanning of case reports, laboratory results, or interview records into the electronic filing cabinet (EFC), will not be accepted in place of data entry. Grantees not entering data into CalREDIE must provide an electronic dataset in a format approved by CDPH. The CDPH CalREDIE website has

Exhibit D
Additional Provisions

extensive resources to assist LHJs with CalREDIE including frequently asked questions, manuals/guidelines, and forms/instructions.

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/CalREDIE-HELP.aspx> For additional CalREDIE help, please email CalREDIEHelp@cdph.ca.gov.

Work Plan and Evaluation:

LHJs will submit a draft work plan for the period of January 1, 2020 through June 30, 2023. The work plan will outline performance indicators specific to the areas identified in the scope of work. Project specific data reporting requirements and performance indicators will be determined in collaboration with CDPH within the first six months of the project period.

C. Data Security and Confidentiality:

Grantees shall have staff complete CDPH required confidentiality and data security training, and maintain on file associated confidentiality agreements for each staff person with access to confidential public health records and data.

D. Outbreak Reporting:

The California Code of Regulations (Title 17, Section 2502[c]) directs local health officers to immediately report unusual disease occurrences or outbreaks to CDPH.

E. Performance Progress Reporting:

The Annual Performance Progress Report is due no later than 30 days prior to the end of the budget period (e.g. May 31, 2020), and serves as the continuation application for the follow-on budget period. All publications and manuscripts published as a result of the work supported in part or whole by this cooperative grant must be submitted with the performance progress reports. Additionally, health advisories, health education materials, and other products should be submitted. Annual Performance Progress Report should be submitted to LHJDCDC@cdph.ca.gov.

Progress reports should include measures proposed by the Grantee, depending on the activities selected for the work plan. In addition, all grantees shall report the following on an annual basis:

- Number and classification of staff hired under this contract
- Data on incident/outbreak response:
 - Number of infectious disease control activities that were identified, by type (e.g., respiratory, food-borne, etc)
 - Number of infectious disease control activities by type
 - Number of infectious disease control activities supported by resources funded by this funding stream

Exhibit D
Additional Provisions

An infectious disease control activity is defined as one of the following:

- An outbreak that meets a standard local health department, CDPH or CDC definition.
- A response to an outbreak that exists in another jurisdiction, but has not yet impacted the responding jurisdiction. For example: implementing expanded hepatitis A vaccination to prevent an outbreak from spreading to the responding jurisdiction.
- An investigation of a significant disease exposure with the potential to become an outbreak. For example: contact investigation of a large scale exposure to a single case of tuberculosis or measles (e.g., in a school).
- A response to an infectious disease threat with the potential to become an outbreak, including a cluster of cases. For example, monitoring persons exposed to Ebola virus or investigating a cluster of cases of food-borne illness identified by Pulsed-Field Gel Electrophoresis or Whole Genome Sequencing.

4. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
- 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses

Exhibit D
Additional Provisions

incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
 - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

5. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:

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Additional Provisions

- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

6. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or

Exhibit D
Additional Provisions

- his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
 - C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
 - D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
 - E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

Contractor Certification Clause

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor 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:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation and employee assistance programs; and,

4. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free policy statement; and,
 2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations [website](#) and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

- a) Current State Employees (PCC 10410):
 1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- b) Former State Employees (PCC 10411):
 1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State 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.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good

standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State 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.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

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

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

DEPARTMENT: Social Services
APPROVING PARTY: Vickie Clark, Director
PHONE NUMBER: (530) 993-6720

AGENDA ITEM: Amendment to professional services agreement 2019-005 between The Regents of the University of California on behalf of its Davis campus UC Davis Continuing and Professional Education and County of Sierra

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

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

COMMENTS:

CLERK TO THE BOARD

DATE

Memorandum

To: Sierra County Board of Supervisors

From: Vickie Clark, Director

Reference: Agenda Item

Date of memo: April 14, 2020

Date of Board Meeting: April 21, 2020

Requested Action: Amendment to professional services agreement 2019-005 between The Regents of the University of California on behalf of its Davis campus UC Davis Continuing and Professional Education and County of Sierra.

Mandated by:

Funding

Budgeted? Yes No

Revenue		No Cost Amendment
Expenses		No Cost Amendment
Difference	0	

Background Information: This agreement amendment is requested to extend the term of this contract to complete the scope of work for the County Self-Assessment (CSA) and the System Improvement Plan (SIP) with funds that will roll over to cover that work. The original term was from March 1, 2019 through February 28, 2020. This amendment extends the agreement through June 30, 2020.

Potential Issues to consider: None

Alternatives or Impacts of disapproval:



DIVISION OF CONTINUING AND PROFESSIONAL EDUCATION
CPE.UCDAVIS.EDU

1333 RESEARCH PARK DRIVE
DAVIS, CA 95618-4852

Agreement #C000113821
PQCR-2018-30
Amendment 1

Amendment to Services Agreement

This amendment is made as of the date last signed below by and between The Regents of the University of California (“University”) on behalf of its Davis campus UC Davis Continuing and Professional Education and County of Sierra (“User”).

RECITALS

WHEREAS the parties entered into an Agreement dated March 1, 2019, ("Agreement") providing that University would provide training, coaching, and/or consulting services to User; and

WHEREAS the parties now want to amend the Agreement in order to modify the provisions regarding term of the agreement;

NOW, THEREFORE, the parties agree to amend Agreement as follows:

1. End date of Contract:
 - a. Originally set to end on 2/28/2020 shall be extended to 6/30/2020

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of last signature.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

COUNTY OF SIERRA

By: *Susan Catron*

By: _____

Name: Susan Catron, MPPA, EdD
UC Davis Continuing and
Professional Education

Name:

Date: April 13, 2020

Date: _____

FEIN: 94-6036494

Board of Supervisors, County of Sierra, State of California

**Resolution of Appreciation
Chief Probation Officer Jeff Bosworth**

Whereas, Jeff Bosworth was appointed the 16th Chief Probation Officer of Sierra County by Presiding Judge of the Superior Court William W. Pangman on April 1, 2009; and,

Whereas, Chief Probation Officer Jeff Bosworth recently advised of his intent to retire, effective April 30, 2020; and,

Whereas, Chief Probation Officer Jeff Bosworth professionally and honorably served the County of Sierra for over a decade, precisely 11 years and one month; and,

Whereas, Jeff Bosworth began his professional criminal justice career in 1989, following his graduation from Sierra College in 1984 with an Associate of Arts Degree in Criminal Justice, and a Bachelor of Science Degree in Social Science from California State University, Sacramento in 1988 and,

Whereas, Jeff Bosworth was hired by the County of Lake, California on June 19, 1989 as a correctional officer, the beginning of his 30 year criminal justice career; and,

Whereas, in January of 1991 Jeff Bosworth, was appointed a probation officer in the County of Lake; the beginning of a nearly 19 year tenure with that agency and included duties as diverse as truancy officer and narcotics task force, appointment as Chief Deputy Probation Officer in March 2005, and Assistant Chief Probation Officer in March 2006; and,

Whereas, Chief Probation Officer Jeff Bosworth, while serving his county and state with distinction, also served as the President for the California Probation, Parole and Correctional Association (CPPCA) for the calendar year 2016.

Now therefore, the Sierra County Board of Supervisors, on behalf of the citizens of Sierra County, do recognize Jeff Bosworth, Chief Probation Officer of the County of Sierra, acknowledge the professionalism in which he has served his county, extends their sincere thanks and appreciation for this tenure of service, and wishes both he and his wife Katrina, all the best and much happiness in his well deserved retirement.

Adopted at a regular meeting of the Board of Supervisors of Sierra County, California by a unanimous vote on the 21st day of April, 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

MEMORANDUM

TO: Board of Supervisors

FROM: Heather Foster, Clerk-Recorder

DATE: April 21, 2020

ITEM: Authorization to advertise and fill the vacant position in the Clerk-Recorder's office at the level of Chief Deputy Clerk-Recorder, A through E Step.

BACKGROUND: Previously the staffing for the Clerk-Recorder's office consisted of the Clerk-Recorder, Assistant Clerk-Recorder, and Chief Deputy Clerk-Recorder. In December 2018 the Chief Deputy Clerk-Recorder resigned from my office. Since that time I have attempted to advertise and hire at the entry level positions of Deputy Clerk-Recorder I-III with limited success.

As you are aware, the Clerk-Recorder's office performs a number of vital services required by state law (i.e. administering state and local elections, recordation and preservation of official documents and vital records, various clerk filings, the processing and maintaining of the Board of Supervisors' records, etc.) and cannot operate efficiently over long periods of time with less than two full-time employees. As a result, I am requesting authorization to hire at the Chief Deputy Clerk-Recorder level in an attempt to attract candidates who have experience in working for state or local government, can perform more difficult and complex work required within the office and who would require less training than those who meet the requirements at the entry level positions. I am hopeful that recruiting at a higher level position will entice someone who is interested in a long term career with the county, which is vital to the continued operations in a small office with multiple county functions.

FISCAL IMPACT: No fiscal impact. There has been a vacancy in the office for a number of months, so there would actually be a savings in this year's budget. In addition, this position was previously at this level in 2018 and is in the same Topography as the Deputy Clerk-Recorder I-III positions.

RECOMMENDED ACTION: Authorize advertising and filling the current vacant position in the Clerk-Recorder's office at the level of Chief Deputy Clerk-Recorder, A through E Step.

Exhibit B.2
TOPOGRAPH B

January 25, 2020

INCREASE							After	After
		1.02000					5 Years	10 Years
CLASS		STEP A	STEP B	STEP C	STEP D	STEP E	L 1	L 2
8	MONTH	2,700.45	2,835.47	2,977.25	3,126.10	3,282.41	3,446.52	3,618.85
	HOUR	15.5795	16.3585	17.1764	18.0352	18.9370	19.8838	20.8780
12	MONTH	3,016.45	3,167.27	3,325.63	3,491.91	3,666.51	3,849.83	4,042.32
	HOUR	17.4026	18.2727	19.1863	20.1457	21.1529	22.2106	23.3211
15	MONTH	3,333.76	3,500.45	3,675.48	3,859.24	4,052.20	4,254.81	4,467.55
	HOUR	19.2332	20.1949	21.2047	22.2649	23.3781	24.5470	25.7744
19	MONTH	3,652.38	3,835.00	4,026.75	4,228.09	4,439.49	4,661.46	4,894.53
	HOUR	21.0714	22.1250	23.2313	24.3928	25.6124	26.8930	28.2377

Exhibit B.3

PARITY CLASSES

Class 8	Account Tech 1 Assessment Tech 1	Dep Clerk-Recorder 1 Permit Tech 1	Victim-Witness Adv 1	Eligibility Wkr 1	Sub Abuse Prev Tech 1
Class 12	Account Tech 2 Assessment Tech 2	Dep Clerk-Recorder 2 Per Mentor	Victim-Witness Adv 2 Permit Tech 2	Eligibility Wkr 2 Integrated Case Wkr 1	Sub Abuse Prev Tech 2 Health Assist. 1
Class 15	Account Tech 3 Assessment Tech 3	Dep Clerk-Recorder 3 Permit Tech 3	Victim-Witness Adv 3	Eligibility Wkr 3 Integrated Case Wkr 2	Sub Abuse Prev Tech 3 Health Assist. 2
Class 19	Chief Account Tech Chief Assessment Tech	Chief Clerk-recorder	Department Specialist Dept. Specialist-Probation/Court	Health Assist. 3 Integrated Case Wkr 3	

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

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

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

AGENDA ITEM: Minutes from the regular meeting held on March 17, 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

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

COMMENTS:

CLERK TO THE BOARD

DATE



STATE OF CALIFORNIA, COUNTY OF SIERRA
BOARD OF SUPERVISORS
MINUTES
REGULAR TELECONFERENCE MEETING

Lee Adams, Vice-Chair, District 1

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

Peter W. Huebner, District 2

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

Paul Roen, District 3

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

Jim Beard, Chair, District 4

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

Sharon Dryden, District 5

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

The Sierra County Board of Supervisors met in regular session commencing at 9:00 a.m. on March 17, 2020 via teleconference. This meeting was recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

PLEDGE OF ALLEGIANCE: Led by Supervisor Dryden

ROLL CALL

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

Absent: Peter W. Huebner, Supervisor, District #2

Staff: Heather Foster, County Clerk-Recorder
David Prentice, County Counsel
Van Maddox, Auditor/Treasurer Tax-Collector
Tim Beals, Director of Planning and Transportation
Lea Salas, Director of Behavioral Health
Vickie Clark, Director of Health and Social Services
Jeff Bosworth, Chief Probation Officer
Mike Fisher, Sheriff/Coroner

March 17, 2020

APPROVAL OF THE CONSENT AGENDA

At the request of the Clerk, Item 11.I. was pulled from the consent Agenda.

11.I. Minutes from the regular meeting held on February 18, 2020. (CLERK-RECORDER)

The Board moved to approve the Consent Agenda as amended.

APPROVED as amended. Motion: Adams/Roen/Unanimous Roll Call Vote: 4/0/1 (Supervisor Huebner ABSENT) (Supervisor Adams ABSTAINED from Consent Item 11.J.)

11. CONSENT AGENDA

11.A. Approval of County Certification of Network Adequacy Data and Documentation Submission. (BEHAVIORAL HEALTH)

11.B. Resolution approving the Agency Agreement between Sierra County Behavioral Health and the Tulare County Superintendent of Schools to support the development and/or expansion of Friday Night Live Youth Councils and authorizing Lea Salas, Administrative Director of Behavioral Health to sign the agreement to secure funds. (BEHAVIORAL HEALTH)

ADOPTED, Resolution 2020-025

APPROVED, Agreement 2020-015

11.C. Amendment to Sierra County Agreement 2020-008 with Flaherty Engineering, Inc. to correct base contract fee. (PUBLIC WORKS)

APPROVED, Agreement 2020-016

11.D. Resolution approving agreement for Federal Apportionment Exchange Program and State Match Program California Department of Transportation-NonMPO County (X20-5913(075)). (PUBLIC WORKS)

ADOPTED, Resolution 2020-026

APPROVED, Agreement 2020-017

11.E. Resolution adopting amended Clerk-Recorder Fees and Charges - Schedule D to Resolution 2018-024, Sierra County Fee Schedules. (CLERK-RECORDER)

ADOPTED, Resolution 2020-027

March 17, 2020

- 11.F. Amendment to Agreement 2019-083, Hart Intercivic Project Change Form, to increase annual license and support services to 5 years and approval of purchase of additional Hart Verity Voting System components, Quote No. 6135. (ELECTIONS)

APPROVED, Agreement 2020-018

- 11.G. Resolution authorizing the Auditor to make certain changes to the 2019/2020 Final Budget for Elections - Voting System Replacement funding. (ELECTIONS)

ADOPTED, Resolution 2020-028

- 11.H. Minutes from the regular meeting held on February 4, 2020. (CLERK-RECORDER)
- 11.J. Minutes from the regular meeting held on March 3, 2020. (CLERK-RECORDER)

APPROVAL OF THE REGULAR AGENDA

At the request of the Clerk on behalf of the Director of Public Works, Regular Agenda Item 7.C. was pulled from the agenda.

- 7.C. Resolution requesting appropriation in the amount of \$5,000 to cover the costs of removing the existing knife transfer switch and replacing with an automatic transfer switch for the County Courthouse Generator.

At the request of the Clerk, the Board moved to add the following item to the agenda as the matter came up after the close of the agenda and requires action before the next regular meeting.

- 10.B. Discussion/action regarding declaring a local emergency in response to COVID-19 and adoption of resolution establishing interim personnel policies.

APPROVED. Motion: Adams/Roen/Unanimous Roll Call Vote: 4/0/1 (Supervisor Huebner ABSTAINED)

The Board moved to approve the Regular Agenda as amended.

APPROVED as amended. Motion: Adams/Roen/Unanimous Roll Call Vote: 4/0/1 (Supervisor Huebner ABSTAINED)

REGULAR AGENDA

March 17, 2020

2. PUBLIC COMMENT OPPORTUNITY

At 9:06 a.m. Chair Beard opened and closed the public comment opportunity with no persons addressing the Board.

3. COMMITTEE REPORTS & ANNOUNCEMENTS

Supervisor Adams reported on documentation he distributed to the Board regarding the Forest Service trying to increase pace and scale to get timber moving and a document on broadband nationwide. Supervisor Adams also reported on discussions held while he was in D.C. regarding the ongoing funding for PILT and SRS. He also had a meeting with Senator Feinstein's staff with respect to the Downieville Ranger Station and their request to document this issue in a letter to them.

Supervisor Dryden reported on the continued discussions and formation of the firewise community committee in Sierra Brooks.

Chair Beard reported on the NACo conference call to be held today concerning the Coronavirus situation.

Supervisor Roen reported on the Sierra Nevada Conservancy awarding \$30 million in grant funding.

4. DEPARTMENT MANAGERS' REPORTS & ANNOUNCEMENTS

The Sheriff reported on his department's efforts to limit non-essential patrol responses and person to person contact in the community in an effort to keep his deputies healthy for as long as possible.

The Director of Behavioral Health reported on the status of her department and posting notices on the office door informing the public that if they are sick they must call the front desk and if they are not symptomatic they can enter the building. They are also monitoring staff each day, ordering laptops for clinical staff to work from home as they are above the age of 65, and having cancelled most of their transports. The Director added they will still have Health Assistances available in the office along with the Community Outreach Coordinator and Drug and Alcohol Manager.

The Sheriff also reported on two cadets who were attending the College of the Siskiyou Police Academy which was suspended, so both cadets are back and assigned to dispatch for training.

The Director of Health and Social Services reported on TeleQuality submitting the \$255,209 in reimbursements owed to the County from 2017-2019 and the hiring of the Interdepartmental Fiscal Officer position.

March 17, 2020

5. FOREST SERVICE UPDATE

Sierraville District Ranger Quentin Youngblood reported that their office doors are currently locked and there is a visitor questionnaire that must be answered before they will allow the public to enter the building as a result of the Coronavirus.

6. HEALTH & SOCIAL SERVICES - VICKIE CLARK

- 6.A Resolution adopting amended Health & Social Services/Behavioral Health Fees and Charges - Schedule F to Resolution 2018-024, Sierra County Fee Schedules.

The Director of Health and Social Services provided an overview of the changes to the Health & Social Services/Behavioral Health fees and charges.

Following brief discussion, the Board moved to adopt the resolution adopting amended Health & Social Services/Behavioral Health Fees and Charges - Schedule F to Resolution 2018-024, Sierra County Fee Schedules.

ADOPTED, Resolution 2020-029. Motion: Adams/Dryden/Unanimous Roll Call Vote: 4/0/1 (Supervisor Huebner ABSENT)

- 6.B. Introduction and first reading of proposed ordinance adding Subsection C to Section 36.05.050 and amending Section 36.05.060, Subsection B and Section 36.05.070 of the Sierra County Code pertaining to Storage of Hazardous Substances In Underground Tanks.

The Director of Health and Social Services briefly reviewed the proposed changes to the code which has been reviewed and approved by CUPA.

The Board moved to waive the first reading of an ordinance adding Subsection C to Section 36.05.050 and amending Section 36.05.060, Subsection B and Section 36.05.070 of the Sierra County Code pertaining to Storage of Hazardous Substances In Underground Tanks.

APPROVED. Motion: Dryden/Roen/Unanimous Roll Call Vote: 4/0/1 (Supervisor Huebner ABSENT)

7. PUBLIC WORKS/TRANSPORTATION - TIM BEALS

- 7.A. Discussion and direction on Library Services Agreement with Plumas County.

The Director of Public Works provided background on the proposed changes to the agreement which will have an effective date of July 1, 2020.

March 17, 2020

The Director also reviewed the directives needed from the Board once the agreement is in place including the review of the leases and ADA compliance of the four library sites in the County, directing Personnel to create the library technician job descriptions, and identifying the department that will exercise supervision over the library staff and volunteers.

The Director further reviewed the cost overruns submitted by Plumas County in the amount of \$5,062.13 from 2014/2015 through 2018/2019.

The Auditor clarified that the payment for the arrears to Plumas County will not be a budget issue as he had already anticipated this.

Supervisor Dryden expressed concerns regarding the supervision of the library employees as none of the department managers have this experience and suggested utilizing the school's librarian to provide this service through an MOU between the School District and the County.

The Auditor concurred with Supervisor Dryden's comments.

The Director commented that the decision regarding who is going to supervise the employees shouldn't hold up the agreement.

Following brief discussion and by consensus, the Board directed the Auditor to pay the cost overruns in the amount of \$5062.13 to Plumas County.

The Director further clarified that the final agreement and remaining directives will be on a future agenda.

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

The Director of Public Works provided background on the need for the appointment of a retired annuitant due to a number of vacancies in his departments and the need for short term assistance for accounting and administrative work.

Following brief discussion, the Board moved to adopt the resolution adopting findings and authorizing appointment of retired annuitant to a temporary position.

ADOPTED, Resolution 2020-030. Motion: Roen/Adams/Unanimous Roll Call Vote: 4/0/1 (Supervisor Huebner ABSENT)

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

At the request of the Director of Transportation, this item was continued to the next meeting.

March 17, 2020

8. BOARD OF SUPERVISORS

8.B. Appointment to the Cemetery District No. 2. (CLERK OF THE BOARD)

The Board moved to appoint Wayne Babros to the Cemetery District No. 2.

APPROVED. Motion: Adams/Roen/Unanimous Roll Call Vote: 4/0/1 (Supervisor Huebner ABSENT)

10. TIMED ITEMS

10.A. 10:00 A.M. PUBLIC HEALTH CORONAVIRUS PRESENTATION

Presentation by Sierra County Public Health on the Coronavirus.

Presentations were given by Shanna Anseth, Public Health Nurse and LeTina Vanetti, Emergency Preparedness Coordinator.

Board questioning ensued pertaining to available funding and testing for the Coronavirus.

The Director of Public Health commented on the department's efforts to make sure the public is receiving accurate information about the Coronavirus.

Supervisor Dryden commented on attending a disaster preparedness meeting at the Senior Center and efforts to provide services to seniors.

Comments were received by Supervisor Adams and the Director of Health and Social Services in regards to what departments can do to protect county employees and to safe guard the continuity of government services over the next few months.

Supervisor Adams commented on the discussion held at the Department Head meeting and options to limit office hours and to do business by mail, email, etc. in order to reduce exposure to the public and county employees. Supervisor Adams further recommended the Board adopt a proclamation of local emergency today so the public knows the County is serious.

10.B. Discussion/action regarding declaring a local emergency in response to COVID-19 and adoption of resolution establishing interim personnel policies.

Chair Beard commented on 28 counties having issued proclamations since last Friday and if the County is not covered under the Governor's proclamation, the County should declare a local emergency.

March 17, 2020

County Counsel commented that there is no downside to issuing a proclamation of local emergency at this time in order to obtain future funding and it is also necessary to exercise specific policy authority in the County.

Supervisor Adams clarified that there are now 40 counties that have adopted declarations including Nevada County and the City of San Francisco.

County Counsel reviewed the proposed resolution establishing interim personnel policies which provides for some relief for employees who have been quarantined or don't have daycare and can't work from home. The intent is to create a system where the County can advance sick leave which can be paid back over a period of time once this is over and also gives department managers permission to allow employees to work remotely if possible.

The Director of OES commented on the importance of proper wording in an emergency proclamation for purposes of funding through Cal OES and FEMA.

Discussion ensued in regards to the adoption of a proclamation of local emergency; directing departments to post consistent notices to the public with respect to limited office hours, etc.; continuing the Board of Supervisors meeting in order to adopt a proclamation of local emergency; and the proposed resolution establishing interim personnel policies.

Following discussion, the Board moved to adopt a resolution declaring a local emergency; adopt a resolution establishing interim personnel policies; and to adjourn the regular Board of Supervisors meeting to Friday, March 20, 2020 at 1:00 p.m. to continue discussions and take appropriate action as deemed necessary in response to the COVID-19 pandemic.

ADOPTED, Resolution 2020-032. Motion: Roen/Adams/Unanimous Roll Call Vote: 4/0/1 (Supervisor Huebner ABSENT)

8.A. Discussion/adoption of resolution establishing a policy for the award of county property to retiring employees. (CLERK OF THE BOARD)

County Counsel provided background on the proposed policy.

Supervisor Adams questioned whether there is a meet and confer issue with the Union and if this creates any impact on the Sheriff's office would be with respect to weapons. Supervisor Adams also expressed concerns with the appearance of giving property away and recommended the County sell the fire arm and transfer it through a federally licensed arms dealer so the County's name is no longer associated with the weapon.

Discussion ensued with the Board.

March 17, 2020

In response to Supervisor Adams' concerns, the Sheriff clarified that this policy would not affect his department as most deputies are using their own fire arms.

Following considerable discussion and by consensus, the Board continued this item to the next meeting and directed amending the proposed resolution to allow peace officers to purchase their fire arm if retiring with a minimum of 20 years as a peace officer, 10 of those years with Sierra County, in an amount set by the Sheriff with concurrence from the Auditor. The transfer must also be through a federally licensed fire arms dealer and only pertains to peace officers retiring after the adoption of the proposed resolution.

The Sheriff recommended the resolution also be specific to a duty side arm only.

9. CLOSED SESSION

- 9.A. Closed session pursuant to Government Code Section 54957 - performance review regarding County Counsel.
- 9.B. Closed session pursuant to Government Code Section 54957 - performance review regarding Director of Planning and Transportation.
- 9.C. Closed session pursuant to Government Code Section 54956.9(a) - conference with legal counsel regarding the following litigation: ARP - Loyalton Cogen LLC Chapter 11 Bankruptcy - United States Bankruptcy Court Central District Case No. 8:20-bk-10535-ES.
- 9.D. Closed session pursuant to Government Code section 54956.9(a) - conference with legal counsel regarding the following litigation: Sierra County v. Loyalton Mobile Home Park, Sierra County Superior Court Case No. 7677.

CLOSED SESSION STATEMENT

The Board met in closed session from 11:43 a.m. to 2:11 p.m. County Counsel reported with respect to Item 9.A., the Board conducted the performance evaluation for County Counsel; Item 9.B., the Board conducted the performance review of the Director of Planning and Transportation; and Item 9.C. and 9.D., information was given and direction was given to staff.

Chair Beard appointed Supervisors Roen and Dryden to an ad hoc committee to deal with the ARP Bankruptcy.

March 17, 2020

ADJOURN

At 2:12 p.m., with no further business, Chair Beard adjourned the meeting.

JIM BEARD, CHAIR
BOARD OF SUPERVISORS

ATTEST:

HEATHER FOSTER
CLERK OF THE BOARD

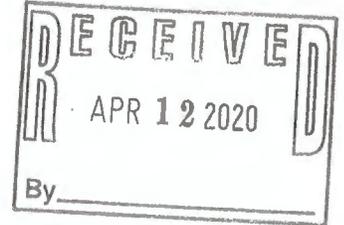
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
2400 DEL PASO ROAD
SUITE 155
SACRAMENTO, CA 95834
(916) 419-1319

File Number: **616196**
Receipt Number: **2632469**
Geographical Code: **4600**
Copies Mailed Date: **April 9, 2020**
Issued Date:

DISTRICT SERVING LOCATION: **SACRAMENTO**
First Owner: **BASSETT'S STATION LLC**
Name of Business: **BASSETTS STATION**
Location of Business: **100 GOLD LAKE RD
SIERRA CITY, CA 96125-9302**



County: **SIERRA**

Is Premises inside city limits? **No** Census Tract: **0100.00**

Mailing Address:(If different from premises address) **1803 SUSSEX WAY
CORINTH, TX 76210-5100**

Type of license(s): **21, 41** Dropping Partner: Yes No

Transferor's license/name: **612250 / RIDGWAY, SCOTT DAVID**

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>		
21 - Off-Sale General	FID	Y			
41 - On-Sale Beer And Wine - Eating P FID		Y			

<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	FIDUCIARY TRANSFER	NA	0	03/27/20	\$100.00
Total					\$100.00

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: **March 27, 2020**

Applicant Name(s)

BASSETT'S STATION LLC

NOTICE OF INTENT TO HARVEST TIMBER

A Timber Harvesting Plan (Plan) or Amendment has been submitted to the California Department of Forestry & Fire Protection (CAL FIRE). CAL FIRE will be reviewing the proposed timber operation for compliance with State law and rules of the Board of Forestry and Fire Protection. The following briefly describes the proposed timber operation and where and how to get more information. In accordance with the timeline stated under Public Resources Code Section 4582.7, you may submit written public comments on the Plan or Amendment for CAL FIRE to consider.

This notice applies to (select one): New Timber Harvesting Plan Amendment Approved Timber Harvesting Plan

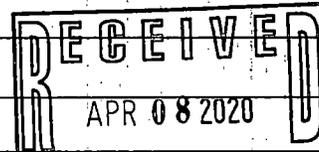
Applicant Information (Timberland Owner(s), Registered Professional Forester who prepared the plan and Plan Submitter should match those listed in the plan or amendment.)

1. The name(s) of the Timberland Owner(s) where timber operations are to occur: Sierra Pacific Land & Timber Co.

2. Registered Professional Forester who prepared the plan or amendment: Eric Sweet, RPF 2846

Registered Professional Forester Phone (optional): _____

3. The name of the Plan or Amendment Submitter: Sierra Pacific Industries



Project Summary (County, legal description, acres proposed to be harvested and treatments to be used should match those listed in the plan or amendment.)

4. Location of the proposed timber operation (county, legal description, approximate direction & approximate distance of the timber operation from the nearest community or well-known landmark):

The THP is located in Sierra County in portions of Sections 19, 21, 29, and 31, T20N, R11E, MDBM and portions of Section 25

T20N R10E, MDBM. The western portion of the THP is approximately 1 air miles east of the town of Downieville, CA. The eastern

portions of the THP are approximately 6 air mile west of Sierra City, CA.

5. The name of, and distance from, the nearest perennial stream and major watercourse flowing through or downstream from the timber operation:

North Yuba River is approximately 1,500 feet south of THP units in Section 29 which is the closest part to the plan area. Pauley

Creek is approximately 1,500 feet northwest of the THP area in Section 21.

6. Acres proposed to be harvested: 423

7. The regeneration methods and intermediate treatments to be used:

Clearcutting, Selection, Sanitation Salvage, Commercial Thinning, Road Right of Way

POWERLINES: 14 CCR 1032.7(d)(10) & (e) (provide name and mailing addresses of the utilities for department distribution)

8. Yes No Overhead electrical power lines within the plan boundary? (except lines from transformers to service panels)

9. Yes No Overhead powerlines within 200 feet outside the plan boundary?

Public Information: The review times allowed for CAL FIRE to review the proposed timber operation are variable in length, but limited. To ensure CAL FIRE receives your comments please read the following:

The estimated earliest possible date CAL FIRE may APPROVE the Plan or Amendment is: 04/19/2020 4-20-2020
(This date is 15 calendar days from receipt of the Plan or Amendment by CAL FIRE, except in counties for which special rules have been adopted where the earliest date is 45 calendar days after receipt.)

NOTE: THE ESTIMATED EARLIEST APPROVAL DATE IS PROBABLY NOT THE ACTUAL APPROVAL DATE. Normally, a much longer period of time is available for public comment and preparation of CAL FIRE's responses to public comments. Please check with CAL FIRE prior to the above listed date, to determine the actual date that the public comment period closes.

The public may review, or purchase a copy of, the Plan or Amendment at the CAL FIRE Review Team Office shown below. The cost to obtain a copy is 37 cents for each page, \$2.50 minimum per request. The cost to obtain a copy of this plan or amendment is: \$88.80
(to be completed by CAL FIRE upon receipt of plan).

Questions or concerns regarding this plan should be directed to the CAL FIRE Review Team Office shown below or emailed to ReddingPublicComment@fire.ca.gov for incorporation into an Official Response Document. Please include the plan number on all correspondence.

Forest Practice Program Manager
CAL FIRE
6105 Airport Road
Redding, CA 96002
(530) 224-2445

The plan may be viewed online at <https://caltreesplans.resources.ca.gov/caltrees/> A map showing the approximate boundary of the THP area, a map legend, and a scale is attached to help in locating where the proposed timber operation is to occur.

For CAL FIRE Use Only

Timber Harvest Plan Number:

Date of Receipt:

8-17

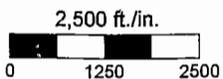
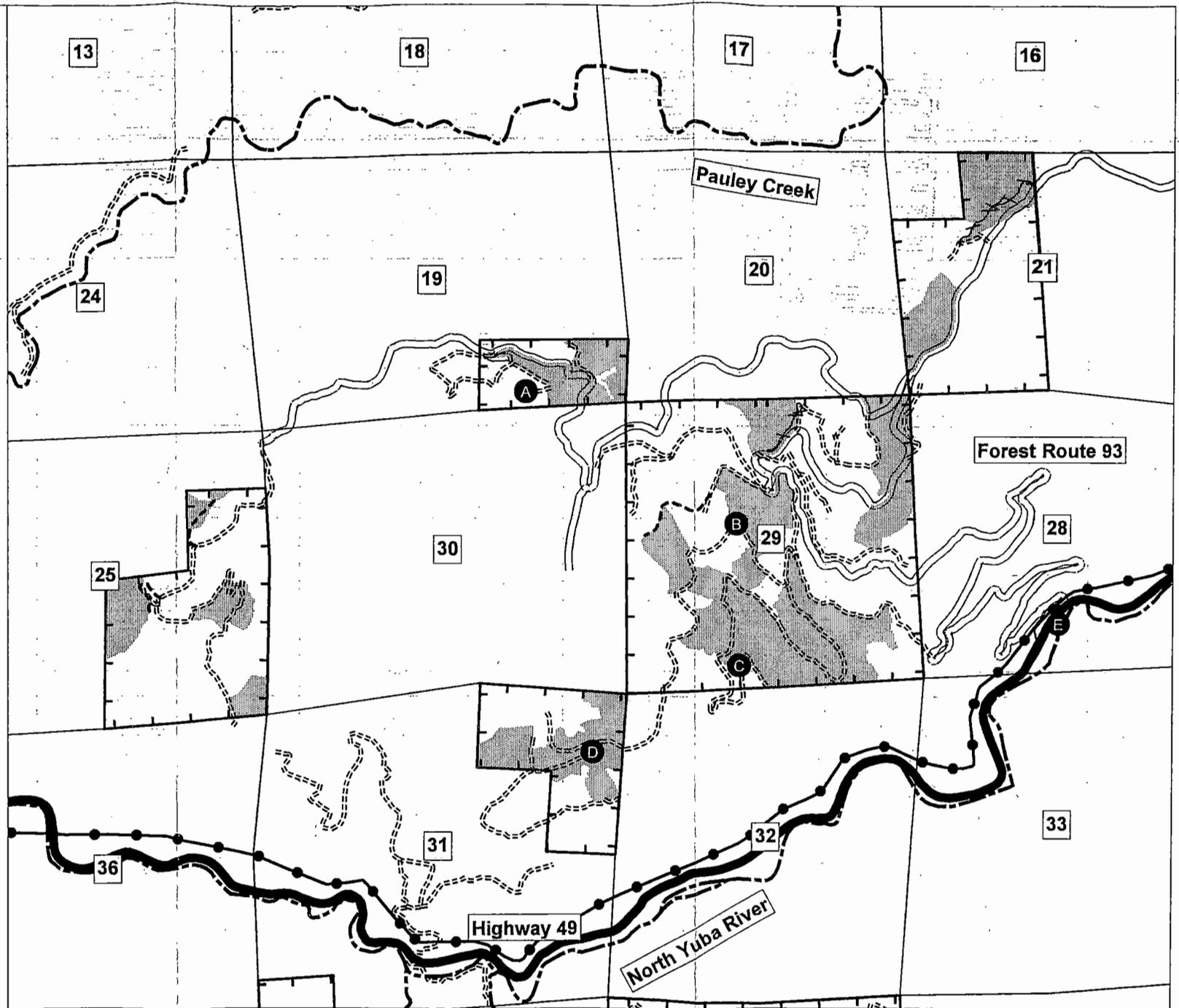
2-20-00060-SIE

RECEIVED

APR 03 2020

REDDING
FOREST PRACTICE

-  SP1 Ownership
-  Class I Watercourse
-  Highway 49
-  Proposed Seasonal Road
-  Private Seasonal Road
-  Public Road
-  Seasonal Road Reconstruction
-  Powerline
-  THP Area
-  Waterhole



This map is a copyrighted document; it may not be copied, republished or used in any other work without the express written permission of Sierra Pacific Industries (the copyright holder).

Shawn THP -- Overview
T20N R10E & T20N R11E
Downieville & Sierra City 7.5'



Notice of Intent to Harvest Timber Mailing List:

Shawn THP

Derived from 2020 Parcel Quest

Data for Sierra County

Manly Carol L Trustee

PO Box 130

Moccasin, CA 95347

Butts Everett D Trustee

857 Matson Dr

Auburn, CA 95603

USFS District Ranger

Yuba River Ranger District

Tahoe National Forest

631 Coyote St

Nevada City, CA 95959

NOTICE OF INTENT TO HARVEST TIMBER

A Timber Harvesting Plan (Plan) or Amendment has been submitted to the California Department of Forestry & Fire Protection (CAL FIRE). CAL FIRE will be reviewing the proposed timber operation for compliance with State law and rules of the Board of Forestry and Fire Protection. The following briefly describes the proposed timber operation and where and how to get more information. In accordance with the timeline stated under Public Resources Code Section 4582.7, you may submit written public comments on the Plan or Amendment for CAL FIRE to consider.

This notice applies to (select one): New Timber Harvesting Plan Amendment Approved Timber Harvesting Plan

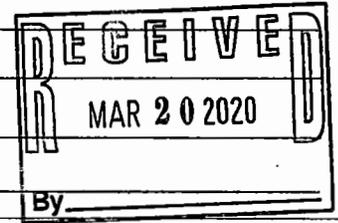
Applicant Information (Timberland Owner(s), Registered Professional Forester who prepared the plan and Plan Submitter should match those listed in the plan or amendment.)

1. The name(s) of the Timberland Owner(s) where timber operations are to occur: Soper Company

2. Registered Professional Forester who prepared the plan or amendment: Pete Sundahl

Registered Professional Forester Phone (optional): _____

3. The name of the Plan or Amendment Submitter: Soper Wheeler Company LLC



Project Summary (County, legal description, acres proposed to be harvested and treatments to be used should match those listed in the plan or amendment.)

4. Location of the proposed timber operation (county, legal description, approximate direction & approximate distance of the timber operation from the nearest community or well-known landmark): Project is located in Plumas and Sierra Counties, from 2 miles south of La Porte, off of Quincy La Porte Rd. to 6 miles north of La Porte. Legal Description: Portions of Sections 2,4,5,6,8,9,10,16,20,29,30 T21N R9E, 14,25,26,31,32,35,36 T22N R9E, Sec. 30 T22N R10E all MDB&M

5. The name of, and distance from, the nearest perennial stream and major watercourse flowing through or downstream from the timber operation: The project is adjacent to the South Fork of the Feather River, adjacent to Rabbit Creek, adjacent to Wallace Creek, adjacent to the East branch of Rabbit Creek, adjacent to Ice Creek, adjacent to an unnamed tributary of Clarks Ravine, adjacent to an unnamed tributary of American House Ravine, adjacent to Pancake Ravine.

6. Acres proposed to be harvested: 2253.1

7. The regeneration methods and intermediate treatments to be used: Alternate Prescription most like Clear Cut, Clear Cut, Group Selection, Shelterwood Removal, Commercial Thin, Sanitation Salvage, Rehabilitation, No Harvest and Road Right-of-way.

POWERLINES: 14 CCR 1032.7(d)(10) & (e) (provide name and mailing addresses of the utilities for department distribution)

8. Yes No Overhead electrical power lines within the plan boundary? (except lines from transformers to service panels)

9. Yes No Overhead powerlines within 200 feet outside the plan boundary?

Public Information: The review times allowed for CAL FIRE to review the proposed timber operation are variable in length, but limited. To ensure CAL FIRE receives your comments please read the following:

The estimated earliest possible date CAL FIRE may APPROVE the Plan or Amendment is: 3/1/2020
(This date is 15 calendar days from receipt of the Plan or Amendment by CAL FIRE, except in counties for which special rules have been adopted where the earliest date is 45 calendar days after receipt.)

NOTE: THE ESTIMATED EARLIEST APPROVAL DATE IS PROBABLY NOT THE ACTUAL APPROVAL DATE. Normally, a much longer period of time is available for public comment and preparation of CAL FIRE's responses to public comments. Please check with CAL FIRE, prior to the above listed date, to determine the actual date that the public comment period closes.

The public may review, or purchase a copy of, the Plan or Amendment at the CAL FIRE Review Team Office shown below. The cost to obtain a copy is 37 cents for each page, \$2.50 minimum per request. The cost to obtain a copy of this plan or amendment is: \$105.08
(to be completed by CAL FIRE upon receipt of plan).

Questions or concerns regarding this plan should be directed to the CAL FIRE Review Team Office shown below or emailed to ReddingPublicComment@fire.ca.gov for incorporation into an Official Response Document. Please include the plan number on all correspondence.

Forest Practice Program Manager
CAL FIRE
6105 Airport Road
Redding, CA 96002
(530) 224-2445

The plan may be viewed online at <https://calfiresplans.resources.ca.gov/calfires/> A map showing the approximate boundary of the THP area, a map legend, and a scale is attached to help in locating where the proposed timber operation is to occur.

Timber Harvest Plan Number:

2-20-00045-PLU

For CAL FIRE Use Only

Date of Receipt:

RECEIVED

MAR 17 2020

REDDING
FOREST PRACTICE

High Country II THP

Project Map

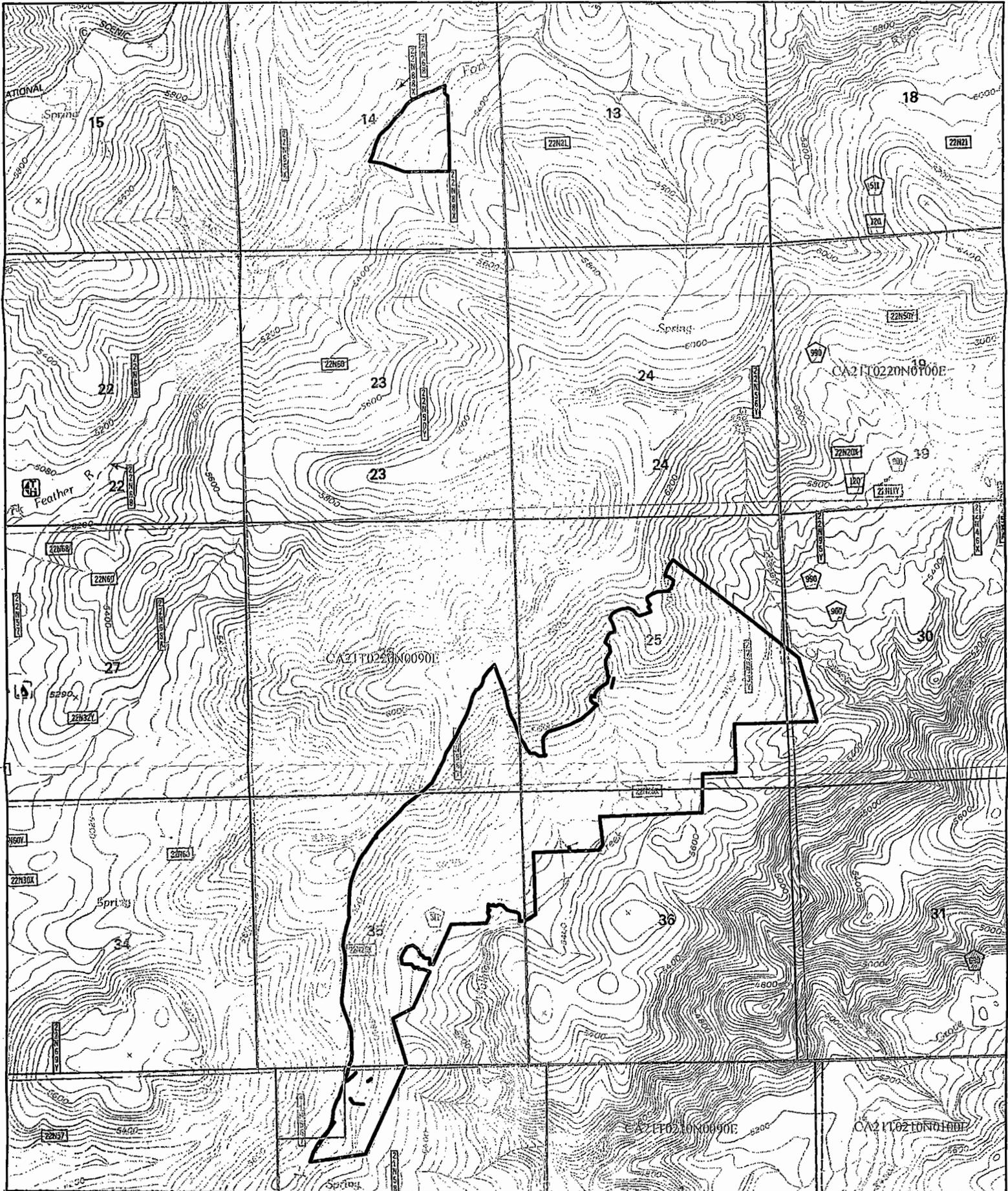
Section 14, 25, 26, 31, 32, 35, 36 T22N R9E

Section 2, 4, 5, 6, 8, 9, 10, 16, 20, 29, 30 T21N R9E

Section 30 T22N R10E MDB&M



1 inch = 2,400 feet



High Country II THP

Project Map

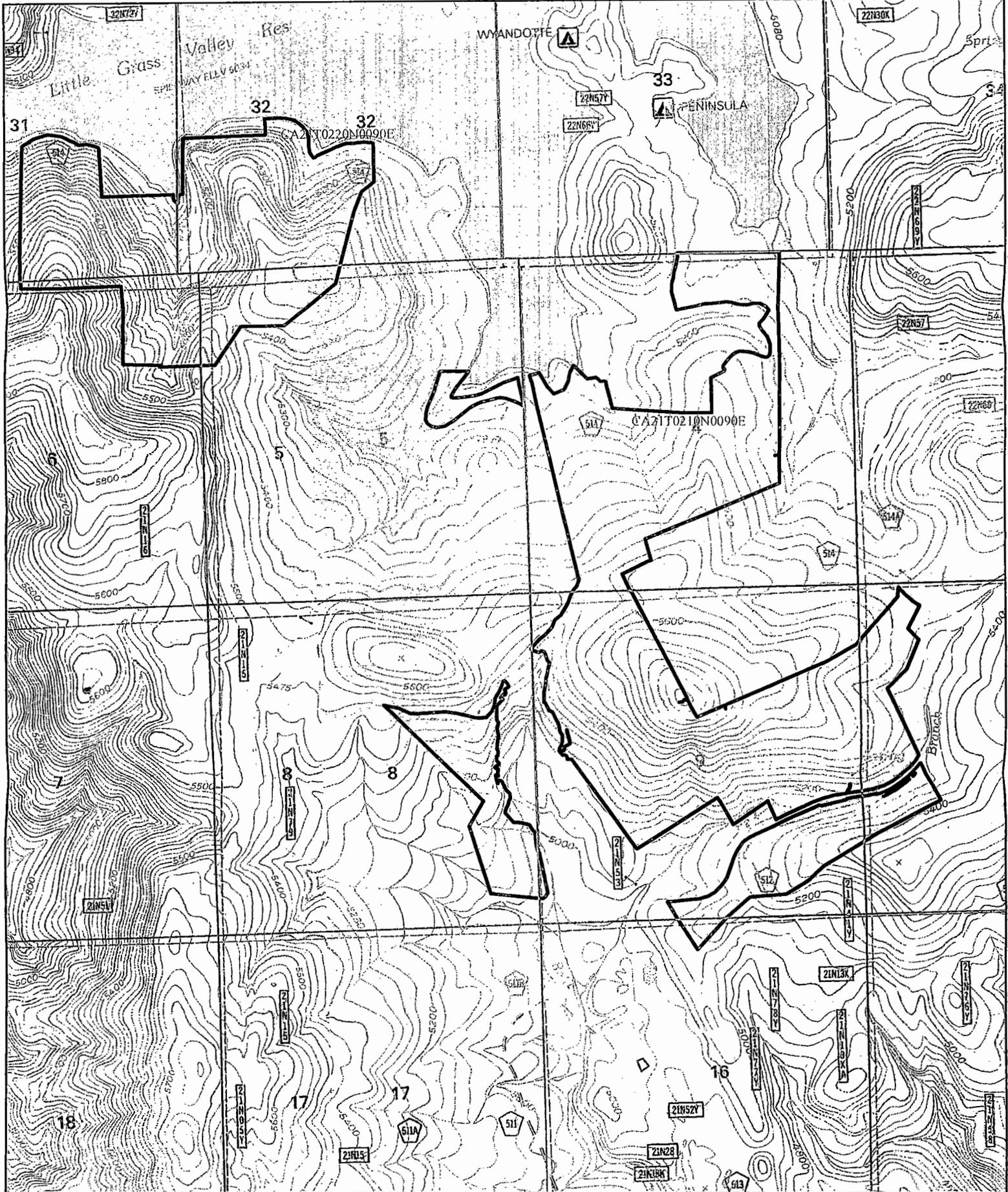
Section 14, 25, 26, 31, 32, 35, 36 T22N R9E

Section 2, 4, 5, 6, 8, 9, 10, 16, 20, 29, 30 T21N R9E

Section 30 T22N R10E MDB&M



1 inch = 2,000 feet



High Country II THP

Project Map

Section 14, 25, 26, 31, 32, 35, 36 T22N R9E

Section 2, 4, 5, 6, 8, 9, 10, 16, 20, 29, 30 T21N R9E

Section 30 T22N R10E MDB&M



1 inch = 2,000 feet



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