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

Lee Adams, Vice-Chair, District 1
P.O. Box 1 - Downieville, CA 95936 - 530-289-3506 - supervisor1@sierracounty.ca.gov
Peter W. Huebner, District 2
P.O. Box 349 - Sierra City, CA 96125 - 530-565-6055 - phuebner@sierracounty.ca.gov
Paul Roen, District 3
P.O. Box 43 - Calpine, CA 96124 - 209-479-2770 - supervisor3@sierracounty.ca.gov
Jim Beard, Chair, District 4
P.O. Box 1140 - Loyalton, CA 96118 - 530-565-6092 -jbeard@sierracounty.ca.gov
Sharon Dryden, District 5
P.O. Box 246 - Loyalton, CA 96118 - 530-913-9218 - sdryden@sierracounty.ca.gov

The Sierra County Board of Supervisors will meet in regular session commencing at 9:00 a.m. on July 7, 2020. This meeting will be recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

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

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

By Phone: 1-408-418-9388
Access Code: 146 804 6622

By PC: https://tinyurl.com/070720bos
Access Code: 146 804 6622

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

Heather Foster
Clerk of the Board of Supervisors
P.O. Box D
Downieville, CA 95936
clerk-recorder@sierracounty.ca.gov

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

REGULAR AGENDA

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

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

2. **PUBLIC COMMENT OPPORTUNITY**

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

3. **COMMITTEE REPORTS & ANNOUNCEMENTS**

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

   Documents:

   BoardMeeting_Highlights_June_17_2020_FINAL.pdf

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

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

5. **FOREST SERVICE UPDATE**

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

6. **BOARD OF SUPERVISORS**

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

Documents:

COVID-19 Item.pdf

6.B. Appointment to the Sierra County Fire Protection District #1. (CLERK OF THE BOARD)

Documents:

SC Fire Protection District 1.pdf

6.C. Appointment of alternate to the Sierra County Fish and Wildlife Commission. (CLERK OF THE BOARD)

Documents:

SC Fish and Wildlife Commission.pdf

7. **PERSONNEL DIRECTOR - MARGARET LONG**

7.A. Resolution adopting the Sierra County Alcohol and Drug Free Workplace Policy.

Documents:

Alcohol and Drug Policy.pdf

7.B. Introduction and first reading of an ordinance amending Section 5.20.020 of the Sierra County Code to increase Sierra County's Transient Occupancy Tax rate from 10 to 12.5 percent, subject to approval of two-thirds of the electors voting on the tax measure at the November 3, 2020 General Election. (CLERK OF THE BOARD)

Documents:

BOS TOT Ordinance.pdf

7.C. Introduction and first reading of an ordinance repealing Chapter 3.12 of the Sierra County Code pertaining to Drug and Alcohol Nonuse and Testing.

Documents:

Ordinance Repealing Chapt 3.12.pdf

8. **BEHAVIORAL HEALTH - LEA SALAS**

8.A. Approval of Sierra Housing Study and discussion regarding Site Feasibility Study and the joint project with Plumas County for No Place Like Home.

Documents:

Sierra Housing Study Board.pdf

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

9.A. Master Service Agreement between Charger Access and Sierra County Health and Human Services for Ethernet and Point to Point (PTP) services beginning approximately on September 2, 2020 through September 2, 2023 utilizing the Rural Healthcare Program through Universal Service Administrative Co. (USAC).

Documents:

CHARGER Board.pdf

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

10.A. Presentation of bids and adoption of resolution for award of Public Works Contract to Hansen Bros. Enterprises for the 2017 Storm Damage Repair Belle Street FEMA Project Numbers PA-09-CA-4301- PW 00072.

Documents:

Belle Street ITEM.pdf

10.B. Presentation of bids and adoption of resolution for award of Public Works Contract to Hansen Bros. Enterprises for the 2017 Storm Damage Repair Foote Road Location 1 and 2, FEMA Project Number PA- 09-CA-4308- PW 00086.

Documents:

Foote Road ITEM.pdf

10.C. Presentation of bids and adoption of resolution for award of Public Works Contract to Hansen Bros. Enterprises for the 2017 Storm Damage Repair Goodyears Creek Road FEMA Project Numbers PA-09-CA-4308- PW 00135.

Documents:

Goodyears Creek ITEM.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. Professional services agreement between Maureen F. Bauman, LCSW, MPA, and Sierra County to provide program oversight at the request of the Behavioral Health Clinical and Administrative Directors. (BEHAVIORAL HEALTH)

Documents:

Bauman Board.pdf

11.B. Professional services agreement between Sierra County Office of Education and Sierra County Behavioral Health for Substance Abuse Prevention programs. (BEHAVIORAL HEALTH)

Documents:

SCOE Board.pdf

11.C. Lease agreement between Janet M. Hamilton, Pamela A. Brandon and Sierra County for office space on the west side of the county. (SOCIAL SERVICES)

Documents:

Hamilton-Brandon Lease Board.pdf

11.D. Amendment to Sierra County Agreement 2018-007 with MGE Engineering to include construction management services for 3 sites (Belle Street, Foote Road, Goodyears Creek) included in the Professional Engineering and Environmental Services for 2017 Flood Damage – Multiple Sites. (PUBLIC WORKS)

Documents:

MGE Amendment.ITEM.pdf

11.E. Resolution approving the consolidation of District and Municipal Elections with the County's General Election to be held on November 3, 2020. (ELECTIONS)

Documents:

Election Consolidation.pdf

11.F. Resolution approving Tolling Agreement with AT&T which allows for an extension of processing time for a Conditional Use Permit and Site Plan Review Applications, County Planning File 1669. (PLANNING)

Documents:

ATT Tolling Agreement ROP Packet_2020-7-7.pdf

11.G. Minutes from the regular meeting held on May 5, 2020. (CLERK)

Documents:

05052020 minutes.pdf

11.H. Minutes from the special meeting held on June 23, 2020. (CLERK)

Documents:

06232020 minutes.pdf

11.I. Minutes from the special meeting held on June 29, 2020. (CLERK)

Documents:

06292020 minutes.pdf

12. **CORRESPONDENCE LOG**

12.A. Notice of intent to harvest timber submitted by Soper Wheeler Company LLC. Project is located in Plumas and Sierra Counties, from 2 miles south of La Porte, off of Quincy La Porte Rd. to 6 miles north of La Porte.

Documents:

Notice of Intent to Harvest Lumber- Correspondence.pdf

ADJOURN

RCRC BOARD OF DIRECTORS MEETING HIGHLIGHTS

June 17, 2020

June 19, 2020 *RCRC Governmental Affairs Department Staff*

ACTION ITEM HIGHLIGHTS

- The RCRC Board of Directors designated an Ad Hoc Committee charged with finalizing a letter to the Governor regarding reopening of rural California.
- The RCRC Board of Directors adopted a "No Position" position on the Rental Affordability Act.
- The RCRC Board of Directors adopted a "No Position" position on the Senate Bill 10 – Bail Reform Referendum.
- The RCRC Board of Directors adopted a "Support" position on the Public Safety Ballot Initiative.

2019 Photo Contest Winner

The June RCRC Board of Directors meeting took place at the via Zoom on Wednesday, June 17, 2020. The RCRC Board of Directors reviewed many issues, and following are highlights:

ADMINISTRATIVE MATTERS

Approval of the 2019 RCRC Audited Financial Statements - APPROVED

Lisa McCargar, Chief Operating Officer/Chief Financial Officer, and Milena De Melo, Controller, provided an overview of the RCRC financial statements for the year ended December 31, 2019. The RCRC Board of Directors approved the 2019 audited financial statements and communication letter. The memo can be accessed here. The 2019 Report of Independent Auditors and Financial Statements can be accessed here.

Designate Two Members of the RCRC Board to Serve on the Golden State Natural Resources, Inc. Board of Directors - APPROVED

The RCRC Board of Directors re-appointed Supervisor Matt Kingsley (Inyo) and Supervisor Stacy Corless (Mono) to serve on the Golden State Natural Resources Board of Directors for a one-year term. The memo can be accessed here.

Change to RCRC 2020 Budget, Waiver of Member County Dues

Greg Norton, President and CEO, and Lisa McCargar, Chief Operating Officer/Chief Financial Officer, presented to the RCRC Board of Directors RCRC management's proposal, and subsequently the approval by the RCRC Executive Committee, to waive all member county dues for the period from July 1, 2020 to June 30, 2021. The memo can be accessed here.

Rural County Photo Contest

Dorothy Poole, External Affairs Coordinator, and Maggie Chui, Senior Governmental Affairs Coordinator, announced the launch of RCRC's 4th Annual Rural County Photo Contest. Created to promote tourism and local economic development, RCRC will be

accepting photo submissions beginning July 1, 2020 through July 31, 2020. The winning photograph will be unveiled at the September RCRC Board of Directors Meeting. The memo can be accessed here. The final Official Rules can be accessed here.

APPROVAL OF LETTER TO GOVERNOR NEWSOM – ACTION TAKEN

RCRC Officers, Chair Daron McDaniel (Merced), First Vice Chair Stacy Corless (Mono), Second Vice Chair Dan Miller (Nevada), and Immediate Past Chair Matt Kingsley (Inyo), discussed with the RCRC Board of Directors the proposed letter to Governor Newsom addressing the next steps in the reopening of California. After a lengthy discussion, the RCRC Board of Directors designated an Ad Hoc Committee comprised of the RCRC Officers and Supervisor Kevin Cann (Mariposa), Chair of the Golden State Finance Authority, to modify and finalize the draft letter to the Governor. A final letter will be distributed to the RCRC Board of Directors. The memo can be accessed here.

GOVERNMENTAL AFFAIRS

Rental Affordability Act – "NO POSITION"

Paul A. Smith, Senior Vice President Governmental Affairs, presented on the "Rental Affordability Act," which addresses local government's ability to impose rent control. The RCRC Board of Directors adopted a "No Position" position on the "Rental Affordability Act." The memo can be accessed here.

Senate Bill 10 – Bail Reform Referendum – "NO POSITION"

Paul A. Smith, Senior Vice President Governmental Affairs, and Elizabeth Howard Espinosa, Partner, Howard Brooks Espinosa LLC, presented on the Bail Reform Referendum, which would overturn Senate Bill 10 (Hertzberg, 2018). SB 10 replaces the money bail system with a system for pretrial release based upon individualized risk assessments and supervision conditions. The proponents and opponents of SB 10 were given an opportunity to speak to the RCRC Board of Directors. The RCRC Board of Directors adopted a "No Position" position on the Senate Bill 10 – Bail Reform Referendum. The memo can be accessed here.

Public Safety Ballot Initiative – "SUPPORT"

Paul A. Smith, Senior Vice President Governmental Affairs, presented on the Public Safety Ballot Initiative, which would, among other provisions, restrict parole for non-violent offenders, and authorize felony sentences for certain offenses currently treated as misdemeanors. The RCRC Board of Directors adopted a "Support" position on the Public Safety Ballot Initiative. The memo can be accessed here.

Forest Management and Wildlife Update

Staci Heaton, Senior Regulatory Affairs Advocate, provided an update on current efforts in the Legislature and various state and federal agencies to address California's persistent catastrophic wildfire events. Topics addressed included various wildfire and homeowners insurance legislation, the Governor's Forest Management Task Force, and the California Fire Safe Councils County Wildfire Mitigation Coordinators Program. The memo can be accessed here.

2020-21 State Budget Update

Paul A. Smith, Senior Vice President Governmental Affairs, provided an initial analysis of the 2020-21 State Budget Packet, which at the time of the meeting remained incomplete. Key issues for RCRC member counties include:

- Continues to provide $644,000 for the State's Payment in Lieu of Taxes Program for 2020-21;
- Provides for the release of federal Coronavirus Aid, Relief, and Economic Security Act monies to counties and cities;
- Delays action on Cap-and-Trade revenues for various greenhouse gas reduction programs, including SB 901 forest health and wildfire prevention activities and the FARMER Program;
- Fails to provide a $3.6 million increase, along with an additional 10 percent reduction, from the current baseline for the University of California, Agriculture and Natural Resources;
- Defers to a later discussion a $1 billion backfill to Realignment programs to account for the loss of sales tax monies that support the Realignment structure; and,
- Provides $50 million to the California Office of Emergency Services for community power resiliency projects to help local governments, special districts, and fairgrounds undertake actions to mitigate the impacts of future public safety power shutoff (PSPS) events.

RCRC's preliminary analysis of the 2020-21 State Budget Package can be accessed here.

LEGISLATIVE COMMITTEE

State Legislative Update

Paul A. Smith, Senior Vice President Governmental Affairs, provided an update on the Legislature's calendar to the RCRC Board of Directors. The Assembly will adjourn for Summer Recess on June 19th through July 13th. The Senate will adjourn for Summer Recess on July 2nd through July 13th.

Mr. Smith also provided a brief overview on Assembly Bill 860 (Berman), regarding vote-by-mail ballots for the November 2020 General Election.

Federal Legislative Update

Paul A. Smith, Senior Vice President Governmental Affairs, provided a federal update to the RCRC Board of Directors, including the next round of federal stimulus funding, the Land and Water Conservation Fund, and efforts to reauthorize a highway bill. Mr. Smith highlighted two letters of importance RCRC submitted, which can be accessed here and here.

REGULATORY COMMITTEE

Environmental Services Joint Powers Authority Update

Staci Heaton, Senior Regulatory Affairs Advocate, provided a summary of the Rural Counties' Environmental Services Joint Powers Authority's (ESJPA) recent activities, including updates on various legislative and regulatory activities impacting RCRC member county solid waste departments. Ms. Heaton encouraged the RCRC Board of Directors to attend the upcoming ESJPA Board of Directors meeting on Thursday, June 25, 2020 at 9:00 a.m. via Zoom. The memo can be accessed here.

California Air Resources Board Advanced Clean Trucks Regulations Update

Staci Heaton, Senior Regulatory Affairs Advocate, provided an update on the California Air Resources Board's requirements on truck manufacturers and reporting requirements for fleet brokers and operators of light/medium duty and heavier trucks. The memo can be accessed here.

California Public Utilities Commission Update

RCRC staff prepared an memo on progress of several California Public Utilities Commission (CPUC) proceedings, including how utilities undertake wildfire hazard mitigation and de-energization of power lines to prevent high-severity wildfires, the Self-Generation Incentive Program, Emergency Disaster Relief Program, Microgrids and Resiliency, and the California Advanced Service Fund. The memo can be accessed here. The RCRC Joint Motion Reply Comments to CPUC on PSPS during COVID-19 can be accessed here.

WATER AND NATURAL RESOURCES COMMITTEE

Water Issues Update

Mary-Ann Warmerdam, Senior Legislative Advocate, provided an update on a number of issues involving California water policy. At the state level, Ms. Warmerdam provided an update on the general obligation bonds to fund resource programs, Voluntary Agreements, the Safe and Affordable Drinking Water Fund, the Water Resiliency Initiative Portfolio, and the Sustainable Groundwater Management Act. At the federal level, the Drought Resiliency and Water Supply Infrastructure Act, the Securing Access for the Central Valley and Enhancing Water Resources Act, and the Senate Environment and Public Works Committee legislation. The memo can be accessed here. RCRC's letter regarding Voluntary Agreements, et al., can be accessed here.

Please refer to the Board Packet and Supplemental Packet for further details related to the items above, as well as other items covered during the meeting. The Board Packet and Supplemental Packet can be accessed here.

The Presidency is not merely an administrative office. That is the least of it. It is more than an engineering job, efficient or inefficient. It is pre-eminently a place of moral leadership. All our great Presidents were leaders of thought at times when certain historic ideas in the life of the nation had to be clarified. – Franklin D. Roosevelt

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
July 7, 2020	☒Regular ☐Timed ☐Consent

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

From: irina rivkin <irinarivkin@yahoo.com>
Sent: Tuesday, June 30, 2020 12:13 AM
To: Clerk-Recorder <Clerk-Recorder@sierracounty.ca.gov>; Lee Adams <supervisor1@sierracounty.ca.gov>; Peter Huebner <phuebner@sierracounty.ca.gov>; Paul Roen <supervisor3@sierracounty.ca.gov>; Jim Beard <jbeard@sierracounty.ca.gov>; Sharon Dryden <sdryden@sierracounty.ca.gov>; COVID19 <covid19@sierracounty.ca.gov>
Subject: Concerns about trail signage for facial covering public health orders

Dear Sierra County Board of Supervisors and Sierra County Public Health,

I'm writing because Covid has surged in California, with the highest number of cases in a day yesterday: https://www.nytimes.com/2020/06/29/us/california-coronavirus-reopening.html

And, a 29% jump in hospitalizations in 2 weeks.

Masks have been shown to reduce transmission, but are still not worn consistently. https://www.forbes.com/sites/alicegwalton/2020/06/13/face-masks-may-be-the-key-determinant-of-the-covid-19-curve-study-suggests/

I'm writing to advocate for signage at all the trailheads (or at least the PCT and also trailheads that have parking lots and bathrooms) asking people to honor the state and local public health orders by distancing when possible and carrying a facial covering, and putting it on when approaching others. Even a laminated plastic sign (similar to the ones announcing distances to various lakes, perhaps attached to the same poles), would help. I've noticed the signs are not up yet, and many trail users do not honor the state and local mask ordinances. I'm thinking that signage about protecting others on the trail, is at least as important as the distance to a particular lake or trail junction?

Thank you for your consideration.

Sincerely, Irina Rivkin, immunocompromised full-time resident of Sierra City

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

MEETING DATE: July 7, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Applications for membership to the Sierra County Fire Protection District #1 Commission.

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

BACKGROUND INFORMATION: This appointment is to fill a vacancy.

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

SIERRA COUNTY

Board of Supervisors
P.O. Drawer D
Downieville, California 95936
Telephone (530) 289-3295
Fax (530) 289-2830

PUBLIC NOTICE

The Sierra County Board of Supervisors is seeking interested persons to serve on the following:

SIERRA COUNTY FIRE PROTECTION DISTRICT #1 (1 Vacancy)

The Sierra County Fire Protection District #1 is a seven-member board established to provide for the local provision of fire protection services, rescue services, emergency medical services, and other services relating to the protection of lives and property which is critical to the public peace, health and safety of the State.

The District is seeking one (1) applicant from the newly annexed territory of Sierra Brooks, Verdi, Long Valley and the unincorporated area outside Loyalton. Applicant must be a registered voter of the District. Please contact the County Clerk to determine eligibility.

FINAL FILING DATE: Tuesday, October 8, 2019, at 4:00 p.m. in the Office of the County Clerk, Courthouse, Downieville, CA. Postmarks not accepted.

APPOINTMENT: Tuesday, October 15, 2019, at the meeting of the Sierra County Board of Supervisors to be held in Loyalton.

PERSONS INTERESTED in serving may submit an application which can be obtained from the Sierra County Clerk's Office, 100 Courthouse Square, Room 11, Downieville, CA, or visit the Clerk-Recorder's web page at www.sierracounty.ca.gov. For further information, please contact the Sierra County Clerk's Office at (530) 289-3295.

Posted: September 24, 2019

Committee Name	Member Name	Member Address	City, ST Zip	Position	Term Expiration Date	Term Expiration Year
Sierra County Fire Protection District #1	ARCHER, THOMAS	PO BOX 297	SIERRAVILLE, CA 96126	COMMISSIONER	N/A	N/A
Sierra County Fire Protection District #1	BURT, SHAWN	PO BOX 303	CALPINE, CA 96124	COMMISSIONER	N/A	N/A
Sierra County Fire Protection District #1	COPREN, WILLIAM G	PO BOX 95	SATTLEY, CA 96124	COMMISSIONER	N/A	N/A
Sierra County Fire Protection District #1	MADDALENA, RICHAR	PO BOX 114	SIERRAVILLE, CA 96126	COMMISSIONER	N/A	N/A
Sierra County Fire Protection District #1	VACANT			COMMISSIONER	N/A	N/A
Sierra County Fire Protection District #1	ALLEY, SHANA	PO BOX 255	SIERRAVILLE, CA 96126	SECRETARY/TREASURER		
Sierra County Fire Protection District #1	ROWSON, THOMAS M	PO BOX 567	LOYALTON, CA 96118	COMMISSIONER	N/A	N/A
Sierra County Fire Protection District #1	BELLI, LAURIE	PO BOX 945	LOYALTON, CA 96118	COMMISSIONER	N/A	N/A

RECEIVED
JUN 22 2020
By

SIERRA COUNTY BOARD OF SUPERVISORS

APPLICATION FOR MEMBERSHIP ON ADVISORY BOARD, COMMISSION OR SPECIAL DISTRICT

PLEASE PRINT OR TYPE

APPLICATION FOR MEMBERSHIP ON: Sierra County Fire Protection District #1
(NAME OF BOARD/COMMISSION/DISTRICT)

FILING DEADLINE (AS LISTED ON VACANCY LISTING): _____

NAME: Candace Hunter

RESIDENCE ADDRESS: 800 Pine Cone Drive, Verdi, CA 96111

MAILING ADDRESS: P.O. Box 468, Verdi, NV 89439

PHONE NUMBERS: HOME: 775.846.2315 BUSINESS: _____

IN WHICH SUPERVISORIAL DISTRICT DO YOU RESIDE? District 2

TIMES YOU ARE AVAILABLE FOR MEETINGS? DAYS: Mon - Fri TIMES: 8am-8pm

EMPLOYMENT EXPERIENCE: Public Health Nursing (PHN) Supervisor, PHN II & 1
Washoe County Dist. Health Department 1979-2014

ORGANIZATION AND COMMUNITY EXPERIENCE: Extensive - please see resume

OTHER EXPERIENCE WHICH YOU FEEL WOULD BE HELPFUL TO BRING TO THE ATTENTION OF BOARD MEMBERS IN MAKING THIS APPOINTMENT: avid outdoorswoman, knowledgeable about Verdi, CA area/wilderness and neighborhood, lived in Verdi since 1982

EDUCATION (INCLUDE HIGH SCHOOL, COLLEGE AND/OR UNIVERSITY, AND GRADUATE STUDY):
See resume, final degree Masters Educational Psychology UNR

WHY WOULD YOU LIKE TO BE APPOINTED?: Ensure high quality, timely and cost effective fire protection for District 2, communicate progress/problems bidirectionally

A RESUME CONTAINING OTHER PERTINENT INFORMATION ABOUT YOURSELF WOULD BE HELPFUL TO THE BOARD MEMBERS IN EVALUATING YOUR APPLICATION.

DATE: June 15, 2020 SIGNATURE Candace Hunter

APPLICATION MUST BE FILED WITH THE CLERK OF THE BOARD OF SUPERVISORS
PO DRAWER D, DOWNIEVILLE, CA 95936

MEMBERS OF THIS ADVISORY BOARD/COMMISSION/SPECIAL DISTRICT ARE:

[ ] REQUIRED [ ] ARE NOT REQUIRED to file a Statement of Economic Interests with the County Clerk. If you should have any questions as to what this might involve, please call the County Clerk's office at (530) 289-3295.

CANDACE HUNTER, R.N., B.S.N., M. Ed.
P.O. Box 468, Verdi, Nevada 89439
Phone: (775) 345-7574 Email: candyhunter@sbcglobal.net

EDUCATION

M.Ed., Educational Psychology, University of Nevada, Reno, Nevada 89557, December 2001

B.S., Nursing with Honors, California Sate University, Fullerton, California, December 1978

A.A., Nursing, Cypress College, Fullerton, California, June 1975

PROFESSIONAL EXPERIENCE

Washoe County Health District
P.O. Box 11130, Reno, Nevada 89520
Phone: (775) 328-2628 Fax: (775) 328-3750

Dates of employment: November 19, 2001– 2014

Position: Public Health Nursing Supervisor

Scope of Work: Supervise professional and paraprofessional staff, interview applicants for job openings, ensure staff training, conduct performance evaluations, assign/review work, implement discipline and conflict resolution procedures. Develop, monitor, and provide budget oversight for activities in public health programs (Maternal and Child Health, Chronic Disease Prevention and Tuberculosis); develop and write grant applications; manage special projects; interface and collaborate with county departments, public and private community agencies; represent the agency on community boards, investigate client complaints, recommend expenditures for program needs, ensure that personnel safely perform duties and responsibilities.

Dates of employment: March 26, 1982 – November 16, 2001

Position: Public Health Nurse II

Scope of Work: Perform professional public health nursing service for individuals and families and provide clinic and home services, patient education, support and community service referrals. Responsible for planning, managing and evaluating a child abuse prevention program including writing grants and reports for the program under the supervision of a CHN III. Managed a special project in 2000-2001 involving creation of a child abuse prevention plan for Washoe County after conducting a needs assessment and data analysis. Train and orient staff and community groups, facilitate community coalitions, and represent the Health Department on a community board.

Dates of employment: March 26, 1979-1982

Position: Community Health Nurse I

Scope of Work: Performed public health nursing services for individuals and families in clinic and home settings. Activities involved nursing assessments, development of treatment plans, monitoring progress based on nursing care plans, and education. Coordinated access to community resources and facilitated coordination of care. Served on a community child abuse prevention board, conducted community education programs, and trained staff in CPR.

Upjohn Home Health Care, Reno, NV December 1982 – April 1983: Position: Staff Nurse

Practiced skilled nursing care services for home-bound patients in a home health agency to meet the needs of patients with a variety of medical diagnoses.

VA Medical Center, Reno, Nevada: August 1978 – March 1979 Position: Staff Nurse

Practiced nursing to supervise, coordinate and provide direct care to patients with medical problems.

Artificial Kidney Foundation, Anaheim, California: 1977 - July 1978 Position: Nephrology RN

Practiced nursing to meet the physical, emotional and psychosocial needs of patients with end-stage renal disease requiring hemodialysis.

Placentia-Linda Community Hospital, Placentia, Ca.: July 1975 – June 1977 Position: Staff nurse

As team leader on a medical ward, provided supervision for LPNs and nurses' aides in addition to nursing care for patients in the medical and intensive/coronary care units.

TRAINING, TECHNICAL ASSISTANCE, PRESENTATIONS

- Child abuse and neglect, home visiting and Public Health programs. Multiple short workshops, speeches and inservice education to community groups and students 1981-present
- Nevada State Training Partnership. Trained state child protective service workers in Child Growth and Development – The Relationship with Child Abuse and Neglect, 1989-1996
- Conference presentations
- Communicable Disease Control. Trained child care workers in infection control, 1980 – 1982
- American Heart Association Cardiopulmonary Resuscitation Instructor. 1981- 1984

PROFESSIONAL APPOINTMENTS/ORGANIZATIONS

Child Abuse and Neglect Prevention Task Force, Board member 1981-1989, 1999 - present; past president and secretary, member 1981- present

Children's Justice Task Force, State of Nevada, Member 3/2002 to present, Chair 2007-2009, member of legislative and assessment subcommittees

Early Head Start Policy Council. Member, 12/2001 to 12/2004

Maternal and Child Health Advisory Board, Appointed by Governor Gibbons July 1, 2008, Chair 2010 to 2014

Nevada Public Health Association, Member 2000 to 2014

Nevada Committee for the Training of Reporters of Abuse or Neglect of a Child. Appointed by Governor Miller, March 1990-December 1993

United Way of Northern Nevada and the Sierra, Community Impact Community, Member

Washoe County Child Death Review Team Member, November 2001 to 2009, 2011 to 2014

AWARDS

United States Department of Health and Human Services Commissioner's Award, 1989, for Outstanding Leadership and Contributions to the Prevention of Child Abuse and Neglect in Nevada.

Recipient of Lifetime Achievement Award, Northern Nevada Nurse of the Year, sponsored by the March of Dimes, 1995

Kristine Nagy-Johnson Award, Donna Legg Award for dedicated efforts in the field of child abuse and neglect prevention and treatment, sponsored by CAN Prevent, 2002.

Champion in the Field of Maternal and Child Health within States and Jurisdictions, U.S. Department of Health and Human Services, Health Resources and Services Administration, Maternal and Child Health Bureau, 2010.

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

MEETING DATE: July 7, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Appointment of an alternate to the Sierra County Fish and Wildlife Commission.

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

BACKGROUND INFORMATION: This appointment is to fill the vacant alternate posistion.

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

SIERRA COUNTY

Board of Supervisors
P.O. Drawer D
Downieville, California 95936
Telephone (530) 289-3295
Fax (530) 289-2830

PUBLIC NOTICE

SIERRA COUNTY FISH AND WILDLIFE COMMISSION (1 Vacancy)

One (1) vacancy of an alternate position created by Resolution 2007-050 allowing the appointment of an alternate member to this five-member board established to advise and make policy recommendations to the Board of Supervisors with regard to matters that directly affect fish and wildlife in the County. The alternate may attend all meetings of the Fish and Game Commission and shall be a voting member only when one of the other members of the Commission is absent from a Commission meeting. The Commission shall carry out programs that promote and enhance fish and wildlife resources. Applicants must be a resident of the county.

FINAL FILING DATE: Tuesday, June 30, 2020 at 5:00 p.m. in the Office of the County Clerk, Courthouse, Downieville, CA.

APPOINTMENT: Tuesday, July 7, 2020 at the regular meeting of the Sierra County Board of Supervisors to be held in Downieville.

PERSONS INTERESTED in serving may submit an application which can be obtained from the Sierra County Clerk, Courthouse, P.O. Drawer D, Downieville, California, 95936 or visit the Clerk-Recorder's web page at www.sierracounty.ca.gov. If further information is required, contact the Clerk-Recorder's office at (530) 289-3295.

Posted: June 4, 2020
Published: June 11, 2020

Committee Name	Member Name	Member Address	City, ST Zip	Email	Position	Term Expiration Date	Term Expiration Year
Fish and Wildlife Commission	BEARD, JAMES	PO BOX 1140	LOYALTON, CA 96118	JBEARD@SIERRACOUNT	BOS REPRESENTATIVE (E)	N/A	N/A
Fish and Wildlife Commission	COPREN, WILLIAM G	PO BOX 95	SATTLEY, CA 96124		ALTERNATE	N/A	N/A
Fish and Wildlife Commission	VACANT				MEMBER	N/A	N/A
Fish and Wildlife Commission	HUEBNER, PETER	PO BOX 349	SIERRA CITY, CA 96125	PHUEBNER@SIERRACOU	BOS REPRESENTATIVE (W)	N/A	N/A
Fish and Wildlife Commission	JOHNSTON, JAMES	PO BOX 628	DOWNIEVILLE, CA 95936		MEMBER	N/A	N/A
Fish and Wildlife Commission	LATTA, ROBERT W JR	HCR2 BOX 7	SIERRA CITY, CA 96125	blatta@sccn.net	MEMBER/CHAIR	N/A	N/A
Fish and Wildlife Commission	OSTROM, SIGURD	PO BOX 212	SIERRA CITY, CA 96125		MEMBER	N/A	N/A
Fish and Wildlife Commission	TIERNEY, MARILYN	PO BOX 554	DOWNIEVILLE, CA 95936	mtierney@fs.fed.us	MEMBER	N/A	N/A

RECEIVED
JUN 09 2020
By_____

SIERRA COUNTY BOARD OF SUPERVISORS

APPLICATION FOR MEMBERSHIP ON ADVISORY BOARD OR COMMISSION

PLEASE PRINT OR TYPE

APPLICATION FOR MEMBERSHIP ON: Sierra County Fish and Wildlife Commission
(NAME OF BOARD/COMMISSION/COMMITTEE)

FILING DEADLINE (AS LISTED ON VACANCY LISTING): June 30, 2020

NAME: Michael Estrada

RESIDENCE ADDRESS: 140 Calpine Road

MAILING ADDRESS: PO Box 166, Calpine CA 96124

PHONE NUMBERS: HOME: 530-562-7924 BUSINESS: _____

EMAIL: estrada45@sbcglobal.net

IN WHICH SUPERVISORIAL DISTRICT DO YOU RESIDE? 3

TIMES YOU ARE AVAILABLE FOR MEETINGS? DAYS: open TIMES: any

EMPLOYMENT EXPERIENCE: Retired from Santa Clara Valley Transportation Agency as Maintenance Superintendent, 34 years.

ORGANIZATION AND COMMUNITY EXPERIENCE: Ducks Unlimited Life Sponsor sat on three dinner committees since 1990 raising money for wildlife conservation

OTHER EXPERIENCE WHICH YOU FEEL WOULD BE HELPFUL TO BRING TO THE ATTENTION OF BOARD MEMBERS IN MAKING THIS APPOINTMENT: Interested in wildlide conservation and an avid hunter. Have volunteered for several years to assist Hunter Safety and Youth shoots as a Safety Officer.

EDUCATION (INCLUDE HIGH SCHOOL, COLLEGE AND/OR UNIVERSITY, AND GRADUATE STUDY): Leland High School, graduated 1971. Two years general ed college. On going classes and certification training

WHY WOULD YOU LIKE TO BE APPOIINTED?: To be more aware of how the process works in Sierra County

A RESUME CONTAINING OTHER PERTINENT INFORMATION ABOUT YOURSELF WOULD BE HELPFUL TO THE BOARD MEMBERS IN EVALUATING YOUR APPLICATIONS.

DATE: June 4, 2020 SIGNATURE Michael Estrada

APPLICATION MUST BE FILED WITH THE CLERK OF THE BOARD OF SUPERVISORS
PO DRAWER D, DOWNIEVILLE, CA 95936

MEMBERS OF THIS ADVISORY BOARD OR COMMISSION ARE:

[ ] REQUIRED [ ] ARE NOT REQUIRED to file a Statement of Economic Interests with the County Clerk. If you should have any questions as to what this might involve, please call the County Clerk at (530) 289-3295.

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

MEETING DATE: July 7, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: Personnel
APPROVING PARTY: Margaret E. Long
PHONE NUMBER: 530-691-0800

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

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

BACKGROUND INFORMATION:

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

RESOLUTION ADOPTING THE SIERRA COUNTY ALCOHOL AND DRUG FREE WORKPLACE POLICY

Resolution 2020-

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

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

ADOPTED by the Board of Supervisors of the County of Sierra on the 7th day of July 2020, by the following vote:

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

COUNTY OF SIERRA

_____
JIM BEARD, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK TO THE BOARD

APPROVED AS TO FORM:

_____
DAVID PRENTICE
COUNTY COUNSEL

SIERRA COUNTY ALCOHOL AND DRUG FREE WORKPLACE POLICY

I. PURPOSE

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

Sierra County provides public transit and para-transit services for the residents of our community. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Sierra County declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.

Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation (USDOT) has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U.S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.

II. APPLICABILITY

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

The County is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as disabled under federal and/or state law. Should an employee self-identify their substance abuse problem PRIOR to violating any provisions of the Personnel Code, the employee shall be allowed to seek rehabilitation without being subject to disciplinary action.

In accordance with Federal Regulations, this Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full-time and part-time) when performing safety sensitive duties. Sierra County employees who do not perform safety-sensitive functions are also covered under this policy under the sole authority of Sierra County. A safety-sensitive function covers operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, transit security personnel who carry firearms, dispatchers or person controlling the movement of revenue service vehicles and any transit employee who operates a vehicle that requires a Commercial Driver's license to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions that perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

III. DEFINITIONS

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

1. An individual dies;
2. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
3. One or more vehicles incur disabling damage as the result of the occurrence and are transported away from the scene by a tow truck or other vehicle. For purposes of this definition, disabling damage means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, mirrors or windshield wipers that makes them inoperative.

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

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

Alcohol Concentration: Expressed in terms of grams of alcohol per 210 liters of breath indicated by a breath test under 49 CFR Part 40.

Aliquot: A fractional part of a specimen used for testing, it is taken as a sample representing the whole specimen.

Canceled Test: A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

Confirmatory Validity Test: A second test performed on a different aliquot of the original urine specimen to further support a valid test result.

Covered Employee Under FTA Authority: An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function.

Covered Employee Under Company Authority: An employee, applicant, or transferee that will not perform a safety-sensitive function as defined by FTA but is included under the County's own authority.

Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

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

Dilute specimen: A specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling Damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Evidentiary Breath Testing Device (EBT): A Device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations. Approved devices are listed on the NHTSA conforming products list.

Initial Drug Test: (Screening Drug Test) The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid.

Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

Limit of Detection (LOD): The lowest concentration at which a measure can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

Limit of Quantitation: For quantitative assays, the lowest concentration at which the identity and concentration of the measure can be accurately established.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

Negative Dilute: A drug test result which is negative for the five (5) drug/drug metabolites but has a specific gravity value lower than expected for human urine.

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

Non-negative Test Result: A test result found to be adulterated, substituted, invalid, or positive for drug/drug metabolites.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive Result: The result reported by an HHS-Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

Prohibited Drug: Identified as marijuana, cocaine, opiates, amphetamines, or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended, and all illegally used controlled substances as defined by the California Health and Safety Code.

Reconfirmed: The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

Rejected for Testing: The result reported by an HHS-certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service or that require a CDL to operate. Include all ancillary vehicles used in support of the transit system.

Safety-sensitive functions: Employee duties identified as:

1. The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
2. The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Driver's License (CDL).
3. Maintaining a revenue service vehicle or equipment used in revenue service.
4. Controlling the movement of a revenue service vehicle.
5. Carrying a firearm for security purposes in a FTA covered position.

Split Specimen Collection: A collection in which the urine collected is divided into two (2) separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, or drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse (ICRC) or by the National Board for Certified Counselors, Inc. and Affiliates/Master Addictions Counselor (NBCC)) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted Specimen: A specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

Test Refusal: The following are considered a refusal to test if the employee:

1. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer;
2. Fails to remain at the testing site until the testing process is complete;
3. Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations;
4. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen;
5. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
6. Fails or declines to take a second test the employer or collector has directed you to take;
7. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures;

8. Fails to cooperate with any part of the testing process (*e.g.,* refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process);
9. If the MRO reports that there is verified adulterated or substituted test result;
10. Failure or refusal to sign Step 2 of the alcohol testing form;
11. Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process;
12. Possess or wear a prosthetic or other device that could be used to interfere with the collection process;
13. Admit to the collector or MRO that you adulterated or substituted the specimen.

Validity Testing: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

Vehicle: A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

Verified Negative Test: A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified Positive Test: A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40, as revised.

IV. EDUCATION AND TRAINING

Every employee shall receive a copy of this policy and shall have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

All supervisory personnel who are in a position to determine employee fitness for duty shall receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse. Under the Sierra County's own authority, supervisory personnel shall also be trained on how to intervene constructively and how to effectively integrate an employee back into his/her work group following intervention and/or treatment.

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

V. PROHIBITED SUBSTANCES

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

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

Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to the employee's supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions. For non-safety sensitive employees, a written release from the employee's doctor indicating that the employee can perform his/her job may be required.

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

Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. A random or reasonable suspicion alcohol test can only be performed on a covered employee under 49 CFR Part 655 just before, during, or just after the performance of safety-sensitive job functions. Under Sierra County's authority, an alcohol test can be performed any time a covered employee is on duty.

VI. PROHIBITED CONDUCT

Consistent with the Drug-free Workplace Act of 1988, all Sierra County employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place, anytime on duty, during rest or meal breaks, including

Transit Department premises and transit vehicles, while representing the County after an assigned work shift or on any other County premises.

All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.

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

Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If a standby employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her standby responsibilities and may be subject to discipline.

The Transit Department as well as all other County departments shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol. Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater regardless of when the alcohol was consumed.

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

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

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

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

The decision to discipline or discharge will be carried out in conformance with Section 18 of the Personnel Code or applicable Memorandum of Understanding. The disciplinary aspect is intended

to focus on employee commitment to a safe work environment and emphasizes the responsibility of employees for their own behavior. Should an employee self-identify his/her own substance abuse problem or agree to obtain treatment as a result of a positive drug/alcohol test, consideration may be given to postpone, reduce or cancel a pending disciplinary action.

VII. DRUG STATUTE CONVICTION

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

VIII. TESTING REQUIREMENTS

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

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

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

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

Any employee who refuses to comply with a rightful request for testing or who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration or substitution shall be removed from duty immediately and subject to disciplinary action. Refusal to submit to a test can include an inability to provide a urine specimen or breath sample without a valid medical reason as well as a verbal declaration, obstructive behavior or physical absence after being given a rightful request to remain for testing, which results in the inability to conduct the test and obtain usable results.

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

All Employees

IX. DRUG TESTING PROCEDURES

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

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.

After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended, for safety sensitive employees. Pre-employment specimens for non-safety sensitive positions will be collected as single specimens. Each specimen will be accompanied by a DOT or non-DOT Chain of Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those split specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.

The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to Sierra County's Drug and Alcohol Program Manager (DAPM). If a legitimate explanation is found, the MRO will report the test result as negative to the DAPM and no further action will be taken.

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

Any covered employee who questions the results of a required drug test under paragraphs L through P of this policy may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice by the MRO of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. The employee is responsible for the cost of the split sample testing.

If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled and will direct Sierra County to retest the employee under direct observation.

The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary is positive, the split will be retained in frozen storage for one (1) year and the split specimen will also be retained for one (1) year. If the primary specimen is positive, the primary and the split will be retained for longer than one (1) year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.

Observed collections – Safety Sensitive Employees

Consistent with 49 CFR Part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:

a. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Sierra County that there was not an adequate medical explanation for the result;

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

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

X. ALCOHOL TESTING PROCEDURES

Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA) approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). Alcohol screening tests may be performed using a non-evidential testing device which is also approved by NHSTA. A second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted at least fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

An employee who has a confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. A positive alcohol test may result in disciplinary action up to and including termination. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive under DOT guidelines, the employee shall still be removed from duty for at least eight hours or for the duration of the workday whichever is longer and will be subject to disciplinary action. An alcohol concentration of less than 0.02 will be considered a negative test, however, may be considered misconduct. For employees represented by the Deputy District Attorney/Deputy Public Defenders Unit, Sheriff's Management Association, Management Employees Association, an alcohol concentration of less than 0.02 will be considered a negative test, however, the employee may still be subject to discipline in accordance with County disciplinary rules.

Sierra County affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.

The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign Step 2 of the ATF will be considered a refusal to submit to testing.

XI. PRE-EMPLOYMENT TESTING

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

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

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

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

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

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

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

In instances where a covered employee does not perform a safety-sensitive function for a period of 90 days or more regardless of reason, and during that period is not in the random testing pool, the employee will be required to take a drug and alcohol test under 49 CFR Part 655 and have negative test results prior to resuming the conduct of safety-sensitive job functions.

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

Applicants for safety sensitive positions are required to report previous Transit and DOT covered employer drug and alcohol test results—failure to do so will result in the employment offer being rescinded. If the applicant has tested positive or refused to test on a pre-employment test for a Transit and DOT covered employer, the applicant must then provide Sierra County proof of having successfully completed a referral, evaluation and treatment plan as described in subpart (G) of 49 CFR 655.62.

XII. REASONABLE SUSPICION TESTING

All Sierra County employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably conclude that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. Under Federal Regulations, a reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. <u>However, under Sierra County's authority, a non-DOT reasonable suspicion alcohol test may be performed any time an employee is on duty</u>.

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

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

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

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

Sierra County management shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending the test results. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action.

XIII. POST-ACCIDENT TESTING

A. Fatal Accidents

1. All covered employees will be required to undergo urine and breath testing if they are involved in an accident with a transit vehicle regardless of whether or not the vehicle is in revenue service that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident.

B. Non-Fatal Accidents

1. Employees will be required to undergo controlled substance and/or breath or saliva alcohol testing if they are involved in an accident while operating County vehicles or equipment if the accident results in injuries requiring transportation to a medical treatment facility; or where one or more vehicles incurs disabling damage that requires towing from the site; or if the employee receives a citation under state or local law for a moving traffic violation arising from the accident.
2. In addition, a post-accident test will be conducted for all employees if an accident results in injuries requiring immediate transportation to a medical treatment facility; or one or more vehicles incurs disabling damage, unless the operator's performance can be completely discounted as a contributing factor to the accident.
    a. As soon as practicable following an accident, as defined in this policy, the supervisor investigating the accident will notify the covered employee operating the vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.
    b. The appropriate supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and within 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.
    c. Any employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test.
    d. An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.
    e. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to

obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

f. In the rare event that Sierra County is unable to perform an FTA drug and alcohol test (*i.e.,* employee is unconscious, employee is detained by law enforcement agency), Sierra County may use drug and alcohol post-accident test results administered by law enforcement officials in lieu of the FTA test. The law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with the law.

3. Any employee who, having first been requested to submit to such test, leaves the scene of such accident without appropriate authorization prior to submission to controlled substance and alcohol testing will be considered to have refused the test and subject to disciplinary action.

C. Sheriff Department Testing

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

IX. RANDOM TESTING (Transit and Safety Sensitive Employees Only)

A. Pursuant to 49 CFR, Parts 655.45 and Part 40, employees working in the Transit and DOT safety-sensitive positions as defined in this policy shall be subject to randomly selected, unannounced testing. The random selection shall be conducted by a scientifically valid method.

B. The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates established by Federal regulations for those Transit and DOT safety-sensitive employees subject to random testing by Federal Regulations. Each Transit and DOT safety- sensitive employee shall have an equal chance of being tested each time selections are made. Transit and DOT safety-sensitive employees shall be tested either just before, while performing, or just after performing a safety-sensitive duty or function. The current random testing rate for drugs/alcohol established by FTA equals twenty-five percent (25%) shall be randomly tested for controlled substances and ten percent (10%) shall be randomly tested for alcohol abuse or misuse in a 12-month period.

C. The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.

D. Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.

E. Covered Transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of non-safety sensitive employees that are included solely under Sierra County's authority.

F. Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can be performed just before, during, or just after the performance of a safety sensitive duty. However, under Sierra County's authority, a random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
G. Employees are required to proceed immediately to the collection site upon notification of their random selection.

X. RETURN-TO-DUTY TESTING

All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. For an initial positive drug test, a Return-to-Duty drug test is required and an alcohol test is allowed. For an initial positive alcohol test a Return-to-Duty alcohol test is required and a drug test is allowed. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety.

XI. FOLLOW-UP TESTING

Covered employees will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty after a positive drug/alcohol test. The follow-up testing will be performed for a period of one to five (5) years with a minimum of six (6) tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing. The costs for follow-up testing shall be the responsibility of the employee.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

XII. RESULT OF DRUG/ALCOHOL TEST

A. Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, referred to a Substance Abuse Professional (SAP) for assessment, and will be subject to discipline. No employee will be allowed to return to duty requiring the performance of safety-sensitive job functions without the approval of the SAP

and the employer. Non-safety sensitive employees shall also be removed from duty as a result of a positive drug/alcohol test, or refusal to test, and may be subject to the same return to duty procedures as covered employees.

B. A drug test with the result of negative dilute shall be retested. Should the second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

C. Refusal to submit to a drug/alcohol test shall be considered a positive test result and a direct act of insubordination and shall result in proposed termination and a referral to SAP. A test refusal includes the following circumstances:
    1. A covered employee who consumes alcohol within eight (8) hours following involvement in an accident without first having submitted to post-accident drug/alcohol tests.
    2. A covered employee who leaves the scene of an accident without a legitimate explanation prior to submission to drug/alcohol tests.
    3. A covered employee who provides false information in connection with a drug test.
    4. A covered employee who provides an insufficient volume of urine specimen or breath sample without a valid medical explanation. The medical evaluation shall take place within five (5) days of the initial test attempt.
    5. A verbal or written declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test within the specified time frame.
    6. A covered employee whose urine sample has been verified by the MRO as substitute or adulterated.
    7. A covered employee fails to appear for any test within a reasonable time, as determined by the employer, after being directed to do so by the employer.
    8. A covered employee fails to remain at the testing site until the testing process is complete.
    9. A covered employee fails to provide a urine specimen for any drug test required by Part 40 or DOT agency regulations.
    10. A covered employee fails to permit the observation or monitoring of a specimen collection.
    11. A covered employee fails or declines to take a second test the employer or collector has directed you to take.
    12. A covered employee fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures.
    13. A covered employee fails to cooperate with any part of the testing process (*e.g.,* refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process, etc.).
    14. Failure to sign Step 2 of the Alcohol Testing form.

D. The Employee shall be notified of proposed disciplinary action pursuant to the applicable section of the Personnel Code or respective Memorandum of Understanding.

E. The cost of any treatment or rehabilitation services shall be paid directly by the employee or their insurance provider. The employee shall be permitted to take accrued sick leave or

administrative leave to participate in the SAP prescribed treatment program. If the employee has insufficient accrued leave, the employee shall be placed on leave without pay until the SAP has determined that the employee has successfully completed the required treatment program and releases him/her to return-to-duty. Any leave taken, either paid or unpaid, shall be considered leave taken under the Family and Medical Leave Act (FMLA).

XIII. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149(c) for a positive test or test refusal is not subject to arbitration.

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

XIV. PROPER APPLICATION OF THE POLICY

Sierra County is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

XV. INFORMATION DISCLOSURE

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

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

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

Drug/alcohol testing records shall be maintained by the Sierra County Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.

The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered

employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP referrals and follow-up testing plans.

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

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

Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the preceding. The information will only be released with binding stipulation from the decision maker will make it available only to parties in the preceding. Records will be released to the National Transportation Safety Board during an accident investigation.

Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.

1. Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
2. Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Sierra County or the employee.
3. If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended necessary legal steps to contest the issuance of the order will be taken.
4. In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

XVI. REPORTING

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

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

- A negative return-to-duty test; and,
- An employer's report of completion of follow-up testing.

XVII. SYSTEM CONTACTS

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

Sierra County Drug and Alcohol Program Manager

Director of Personnel (or designee)
P.O. Box 513
Downieville, Ca. 95936
530-289-2879

Attachment A

Safety Sensitive Classifications

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

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

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

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

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

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

Attachment B

Alcohol Fact Sheet

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

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

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

II. Health Effects. The chronic consumption of alcohol—average of three (3) servings per day of beer [12 oz.], whiskey [1 oz.], or wine [6 oz.]—over time may result in the following health hazards:
   A. Decreased sexual functioning.
   B. Dependency (up to 10% of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed "alcoholic").
   C. Fatal liver diseases.
   D. Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma.
   E. Kidney disease.
   F. Pancreatitis.
   G. Spontaneous abortion and neonatal mortality.
   H. Ulcers.
   I. Birth defects (up to 54% of all birth defects are alcohol related).

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

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

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

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

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
July 7, 2020	☒Regular ☐Timed ☐Consent

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

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

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

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

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

ORDINANCE NO._____

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

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

Ordinance Section One:

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

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

The 12.5 percent tax will be allocated as follows:

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

Ordinance Section Two:

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

Ordinance Section Three:

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

Ordinance Section Four:

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

Ordinance Section Five:

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

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

AYES: Supervisor
NOES: Supervisor
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

_____
JIM BEARD
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____
DAVID PRENTICE
COUNTY COUNSEL

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

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

RESOLUTION NO. _____

WHEREAS, on _____2020 Sierra County Board of Supervisors adopted Ordinance No. _____levying an increase in the Transient Occupancy Tax from 10 percent to 12.5 percent pursuant to Revenue and Taxation Code Section 7280; and

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

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

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

WHEREAS, the operative date for the increase to the Transient Occupancy Tax, if approved by two-thirds vote of the voter voters, shall be July 1, 2020; and

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

1. The Board of Supervisors hereby orders the submission of Sierra County Ordinance No. _____ to the voters at the next regularly scheduled county election to be held in and for the County of Sierra on Tuesday, November 3, 2020.

2. Pursuant to Elections Code sections 9140 and 13120, the Board of Supervisors hereby submits to the voters of the County of Sierra, the following Measure:

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

   Yes _____
   No _____

DRAFT

4. The Measure shall pass only if two-thirds of the votes cast by the voters voting on the Measure are "yes" votes. In the event two-thirds of the electors voting on the Measure vote in favor thereof, the Sierra County Code shall be amended to read as set forth in Exhibit "A" attached hereto and incorporated herein and, pursuant to Elections Code section 9122, shall become effective ten (10) days after the date the vote is declared by the Board of Supervisors, but the operative date for the increase to the Transient Occupancy Tax shall be July 1, 2021.

5. The Sierra County Clerk as the Ex-officio Registrar of Voters is hereby directed to prepare and conduct all functions for the election and canvass the returns of the election as set forth in the Elections Code, and to do all things required by law to present the proposed Measure to the electorate, including but not limited to, preparing and publishing all required postings, notices and filings.

6. Pursuant to Elections Code section 9160(b), the Board of Supervisors hereby directs County Counsel to prepare an impartial analysis of the proposed Measure. Arguments for and against the Measure may be filed and published consistent with Elections Code section 9162, et seq.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

COUNTY OF SIERRA

_____
JIM BEARD, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK TO THE BOARD

APPROVED AS TO FORM:

_____
DAVID PRENTICE
COUNTY COUNSEL

DRAFT

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

MEETING DATE: July 7, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: Personnel
APPROVING PARTY: Margaret Long, Director
PHONE NUMBER: 530-289-2879

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

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

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

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

BOARD OF SUPERVISORS
COUNTY OF SIERRA
STATE OF CALIFORNIA

ORDINANCE NO. _____

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

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

Ordinance Section One:

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

Ordinance Section Two:

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

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

AYES: Supervisor
NOES: Supervisor
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

_____
JIM BEARD,
CHAIRPERSON
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____
DAVID PRENTICE
COUNTY COUNSEL

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

MEETING DATE: July 7, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Approval of Sierra Housing Study and discussion regarding Site Feasibility Study and the joint project with Plumas County for No Place Like Home.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other
Sierra Housing Study

BACKGROUND INFORMATION:

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

SIERRA COUNTY HOUSING STUDY

May 2020

Prepared for Sierra County by:

HousingTools

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INTRODUCTION

The purpose of this study is to describe general housing market conditions and identify development opportunities in Sierra County. The description of the housing market begins with an overview of base market conditions, including geography and proximity to job centers, demographics, local economic indicators, and household characteristics. Local housing trends and issues are then analyzed, including housing characteristics, residential construction trends, for-sale market statistics, and rental market statistics. Based on an assessment of these data points, the report identifies housing needs and opportunities within the County.

Key findings of the study are highlighted in bold type throughout the document, and are also summarized below.

- Neighboring Washoe County has a population of 457,333, most of which lives in Reno, which has a population of 250,998. Reno has become a major technology hub and also is home to the University of Nevada, Reno. There are potential development opportunities to develop housing for people that live and/or work in the Reno area.

- Sierra County's largest age cohort is 65 years old or older, with 853 residents in this category (28% of the total population).

- After a steady decline in population from 2010 to 2015, the County's population increased slightly from 2015 to 2019.

- Sierra County's industry with the most employment is State Government, with 2,470 jobs, which also had the most job growth from March 2019 to March 2020.

- 83% of households earning less than $35,000 pay 30% or more of income on housing, and 28% of renter households in the County pay more than 50% of income to rent.

- The two income categories with the most households are $100,000-$149,999 with 263 and $35,000-$49,999 with 196. About a quarter of homeowner households earn $100,000-$149,000 (259), while half earn less than $50,000 (477).

- There is a clear shortage of smaller units for small households, and an oversupply of larger units.

- About two-thirds of residential units in the County were built in 1979 or earlier, and about one-third of these were built in 1949 or earlier. This likely indicates a high need for rehabilitation of older houses.

- Sierra County has experienced a net loss of six residential units from 2015-2020. A major contributor was the demolition of 30-plus mobile homes at Loyalton Mobile Estates that are no longer available to households with limited incomes.

- The Zillow Home Value Index for Sierra County increased at a rate just under half that of the state as a whole between January 2016 and March 2020.

- There are three for-sale home submarkets across the County, with Loyalton, Sierra City, and Downieville each demonstrating distinct price points, based on a survey of current listings. The average asking price for homes in Downieville are 52% higher than the average asking price for homes in Loyalton.

- Most likely due to COVID-19 impacts, a review of recent vacation home postings show that many of these homes are transitioning from weekly leases to lower priced, longer-term leases. This presents a potential opportunity to open up the rental market to more middle and lower income households by increasing the overall rental stock available to local residents.

- The significant share of homeowner households earning less than $35,000 and paying more than 35% of income on housing costs indicates that many households have limited income for home maintenance and repairs.

- The County has four distinct rental markets, which include market rate, rent-restricted affordable, short-term vacation rentals, and mobile home and special occupancy parks.

- A three-person household earning 60% of Area Median Income (AMI) can afford $182 less than the Fair Market Rent of $1,270 in the County. The Fair Market Rent is much lower than the Countywide Zillow Rental Index for January 2020, which was $1,681.

- There is a significant shortfall of at least 427 units that are affordable to Low Income households in the County.

GEOGRAPHY

Sierra County has a total of 962 square miles, of which 953 square miles is land and 9.0 square miles is water. Adjacent counties are Nevada County on the south, Yuba County on the west, Plumas County to the north, Lassen County on the northeast, and Washoe County on the East.[1]

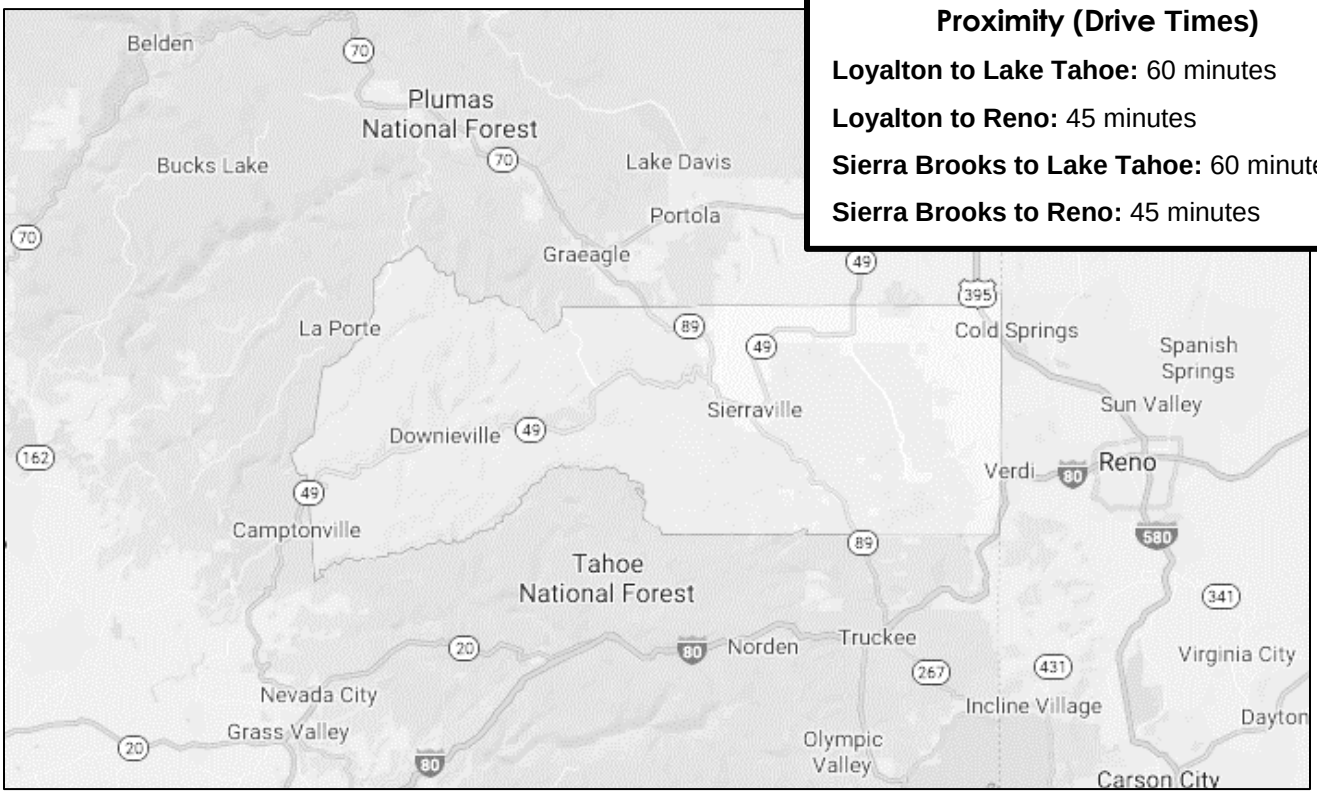
Proximity (Drive Times)

Loyalton to Lake Tahoe: 60 minutes

Loyalton to Reno: 45 minutes

Sierra Brooks to Lake Tahoe: 60 minutes

Sierra Brooks to Reno: 45 minutes



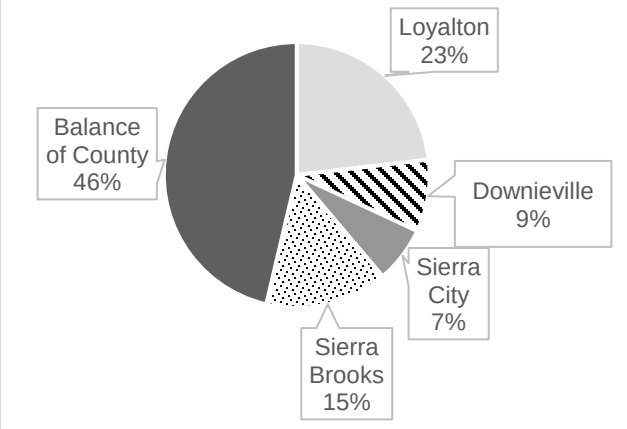
Neighboring counties with populations greater than 100,000 include Washoe County which has a population of 465,735 and Butte County which has a population of 231,256. Most of the Washoe County population lives in Reno, Nevada which has a population of 250,998.[2] Due to large-scale investments from Seattle and Bay Area companies including Amazon, Tesla and Microsoft, Reno has become a major technology hub in the United States[3]. Anchored by University of Nevada, Reno also serves as a hub for education. Most of the Butte County population lives in the Chico Urban Area which has a population of 106,720.[4] Chico is a regional hub for education and healthcare services throughout the region and is also home to Butte College.

[1] *California Department of Finance, Employment Development Department, 2019*
[2] *U.S. Census, 2018 American Community Survey*
[3] *Bloomberg, 2017*
[4] *U.S. Census, 2018 American Community Survey*

DEMOGRAPHICS

Sierra County is mostly rural, with a population of 3,005, making it California's second least-populous county.[5] Chart 1 shows how the population is distributed geographically. Most of the county's population lives in Loyalton, Sierra Brooks, Downieville, and Sierra City. Loyalton is Sierra County's only incorporated city.

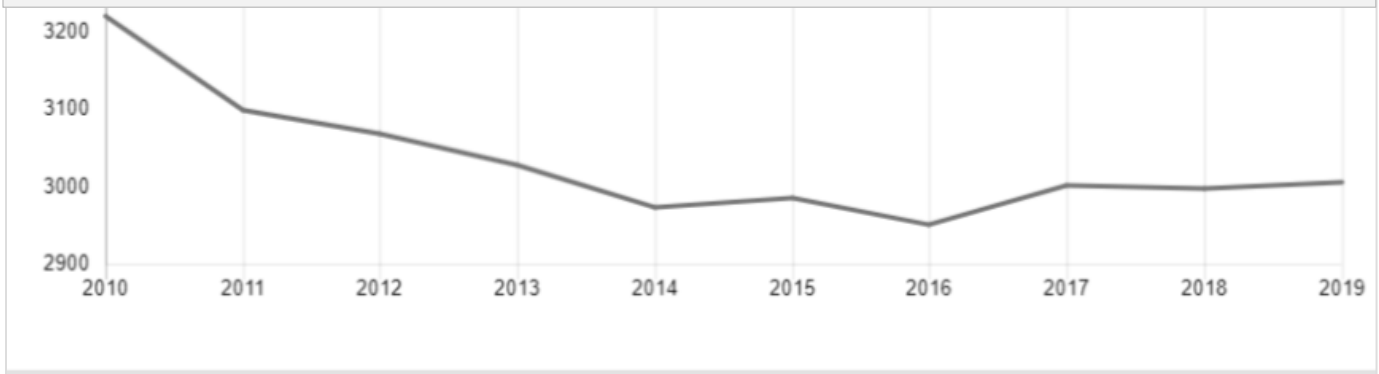
CHART 1: Population by Geography, Sierra County (2019)



Source: State of California, Department of Finance, 2019

Sierra County's population declined between 2010 and 2016 by 269 people, before rebounding slightly with an increase of 54 people between 2016 to 2019. Overall, Sierra County's population has seen a decrease of 6% over the past nine years, from 3,220 in 2010 to 3,005 in 2019, an average annual decrease of 0.75%. By comparison, the State of California has experienced an average annual increase over the same period of 0.72%.[6]

CHART 2: Population Growth, Sierra County (2019)

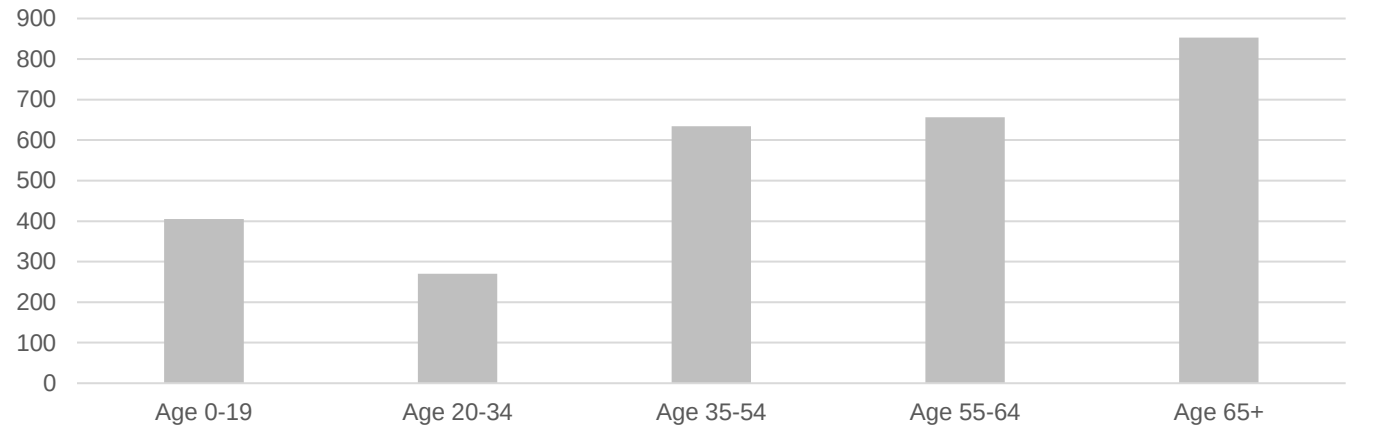


Source: State of California, Department of Finance, 2019

[5] *California Department of Finance, 2019*
[6] *California Department of Finance, 2019*

Sierra County's largest age population cohort is 65+ with 853 people.

CHART 3: Population by Age, Sierra County (2019)



U.S. Census, 2014-2018 American Community Survey

In terms of ethnic makeup, within Sierra County, 96.9% of the population identifies as white, while about 1% identify as American Indian (Cherokee), and 1.9% as two or more races. Sierra County has a much larger proportion of the population that is white than the State of California overall, which is 60% white. [7]

[7] *U.S. Census, 2014-2018 American Community Survey*

ECONOMY

The foundation of Sierra County's economy is Healthcare, Local Government and Education. The largest employer is Eastern Plumas Health Care (EPHC). It is currently unknown how much of an impact COVID-19 will have on the economy going forward, but a decline in sales taxes could potentially reduce Local Government employment.

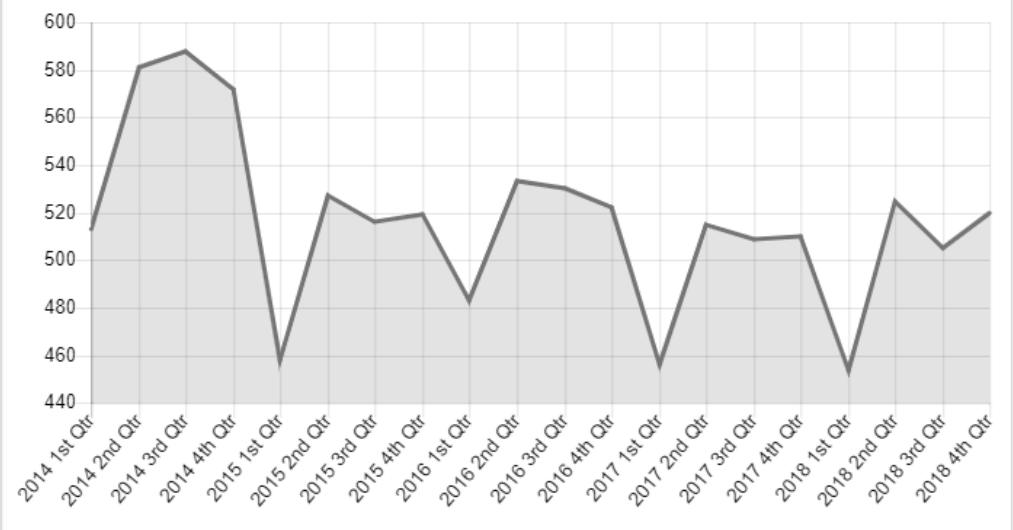
Table 1: Largest Employers, Sierra County

Employer Name	Employees	Location	Industry
Eastern Plumas Health Care	100-249	Loyalton	Hospitals
County of Sierra	75-120	Downieville	Government Offices-County
Haypress Power Project	20-49	Sierra City	Electric Companies
Sierra Plumas Joint Unified School District	20-49	Loyalton	Schools
Tahoe National Forest	20-49	Sierraville	Government Offices-Us
Golden West Dinning	10-19	Loyalton	Restaurants
Herrington's Sierra Pines	10-19	Sierra City	Resorts
Leonards-Loyalton	10-19	Loyalton	Grocers-Retail
Sardine Lake Resort	10-19	Sierra City	Resorts
Western Sierra Medical Clinic	10-19	Downieville	Physicians & Surgeons

Source: California Employment Development Department, 2018

Total employment in Plumas County cycles through annual peaks and valleys due to the significant proportion of seasonal jobs, as reflected in quarterly employment numbers.

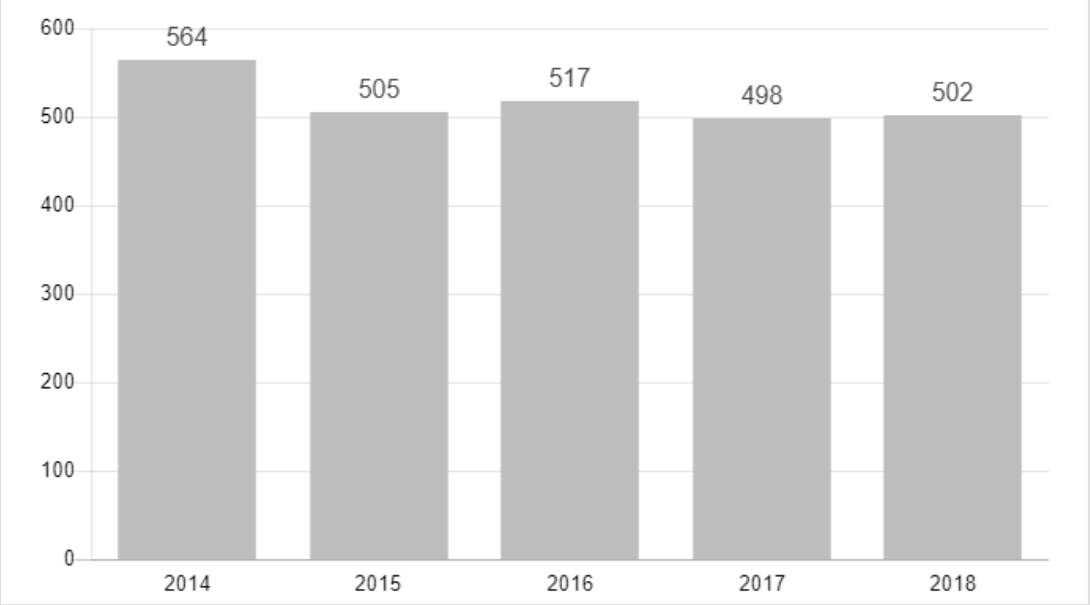
CHART 4: Employment by Quarter, Sierra County



Source: U.S. Bureau of Labor Statistics, 2019

Annual average employment has slightly decreased by 62 jobs since 2014, as shown in Chart 5.

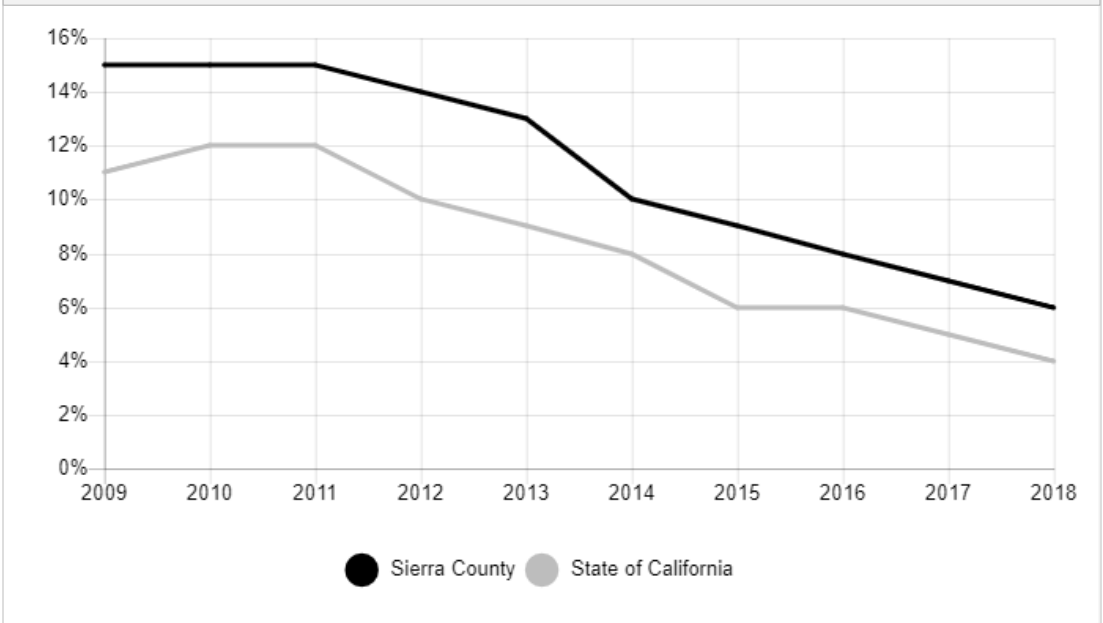
CHART 5: Annual Average Employment, Sierra County



Source: California Employment Development Department, 2014-2018

Overall, the Sierra County unemployment rate has decreased from 15% in 2009 to 6% in 2018.

CHART 6: Annual Average Unemployment Rate, Sierra County



Source: California Employment Development Department, 2019

Table 2 shows changes in employment by industry from October 2018 to October 2019. State Government and Service Providing industries each gained 50 jobs over this period. The Goods

Producing industry gained 30 jobs. Local Government lost 20 jobs. Overall, Civilian Employment increased by 0.8%.

Table 2: Employment by Industry, Sierra County

Industry	Mar-19	Mar-20	Percent Change
Federal Government	30	40	33%
Goods Producing	220	250	13.6%
Government	630	640	1.6%
Local Government	270	250	-7.4%
Private Service Providing	150	150	0%
Service Providing	730	780	6.8%
State Government	2,420	2,470	2.1%
Farm	60	60	0%
Civilian Labor Force	1,290	1,310	1.5%
Civilian Employment	1,190	1,200	0.8%
Civilian Unemployment	100	110	10%

Source: *California Employment Development Department, 2019* ***Notes:*** *(1) Civilian labor force data are by place of residence and includes: self-employed individuals, unpaid family workers, domestic workers, and workers on strike. (2) Industry employment is by place of work and excludes: self-employed individuals, unpaid family workers, domestic workers, and workers on strike. Data may not add due to rounding.*

Table 3 shows wages by occupation for the North Valley Region as of 2018, which includes Colusa, Glenn, Lassen, Modoc, Nevada, Plumas, Sierra, Siskiyou, Tehama, and Trinity Counties. The occupations with the most workers can be categorized into the following wage categories:

High Wage (Average Annual Wage: $93,609 - $110,287)
Management (4,740 Jobs)
Healthcare Practitioners and Technical Occupations (4,430 Jobs)

Middle Wage (Average Annual Wage: $52,091 - $77,954)
Education, Training and Library (8,660 Jobs)
Construction and Extraction (4,650 Jobs)
Protective Service (4,070 Jobs)
Business and Financial Operations (3,220 Jobs)

Lower Wage (Average Annual Wage: $30,147 – $50,057)
Office and Administrative Support (13,100 Jobs)
Sales and Related (9,180 Jobs)
Food Preparation and Serving-Related (9,140 Jobs)
Transportation and Material Moving (7,210 Jobs)

Table 3: Wages by Occupation, North Valley Region (incl. Plumas and Sierra Counties)

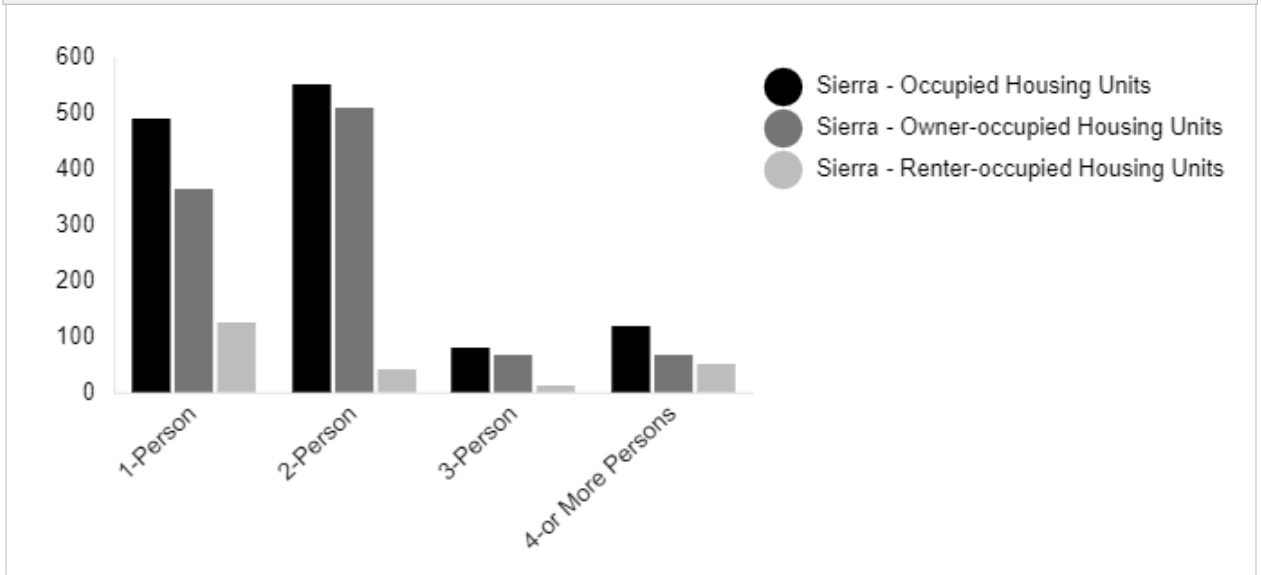
Occupation	May 2018 Employment Estimates	Average Hourly Wage	Average Annual Wage	25th Percentile Hourly Wage	50th Percentile Hourly Wage	75th Percentile Hourly Wage
Legal Occupations	3	$53.03	$110,287	$32.07	$40.40	$64.35
Healthcare Practitioners and Technical	4,430	$46.36	$96,430	$26.70	$42.08	$56.95
Management	4,740	$45.01	$93,609	$27.79	$39.59	$56.57
Computer and Mathematical	730	$37.48	$77,954	$23.55	$33.86	$46.83
Architecture and Engineering	650	$37.20	$77,364	$27.04	$34.64	$45.46
Protective Service	4,070	$33.26	$69,191	$21.36	$31.29	$43.72
Business and Financial Operations	3,220	$32.07	$66,708	$22.88	$29.75	$38.35
Education, Training, and Library	8,660	$29.78	$61,950	$16.89	$27.89	$39.76
Construction and Extraction	4,650	$25.84	$53,748	$19.90	$25.07	$29.94
Community and Social Services	2,270	$25.53	$53,099	$17.41	$23.03	$31.44
Life, Physical, and Social Science	2,550	$25.33	$52,692	$16.27	$22.26	$30.94
Arts, Design, Entertainment, Sports	570	$25.04	$52,091	$15.80	$19.99	$31.10
Installation, Maintenance, and Repair	4,000	$24.07	$50,057	$16.98	$22.74	$28.90
Production	5,650	$19.83	$41,241	$13.84	$17.52	$23.41
Transportation and Material Moving	7,210	$19.75	$41,084	$13.68	$18.53	$23.50
Office and Administrative Support	13,100	$19.72	$41,012	$14.71	$18.44	$23.48
Healthcare Support	1,860	$18.40	$38,270	$14.52	$17.20	$20.66
Sales and Related	9,180	$17.49	$36,382	$11.93	$14.21	$19.77
Cleaning and Maintenance	3,440	$16.31	$33,914	$12.41	$14.77	$19.09
Farming, Fishing, and Forestry	3,340	$14.94	$31,061	$11.49	$12.43	$15.16
Food Preparation and Serving-Related	9,140	$14.49	$30,147	$11.66	$12.53	$15.15
Personal Care and Service	5,110	$13.90	$28,909	$11.51	$12.26	$14.65

Source: California Employment Development Dept., 2018 Occupational Employment Statistics Survey, North Valley Region (Plumas, Sierra, Lassen Counties)

HOUSEHOLD CHARACTERISTICS

About 84% of Sierra County households consist of one or two persons, with 1,041 households between those two categories. Households that own their homes are most likely to have two persons. Renter households are most likely to have one person.

CHART 7: Households by Size, Sierra County (2018)



Source: U.S. Census, 2014-2018 American Community Survey

Table 4 shows that Sierra County has a low median income compared to the State of California and the nation.

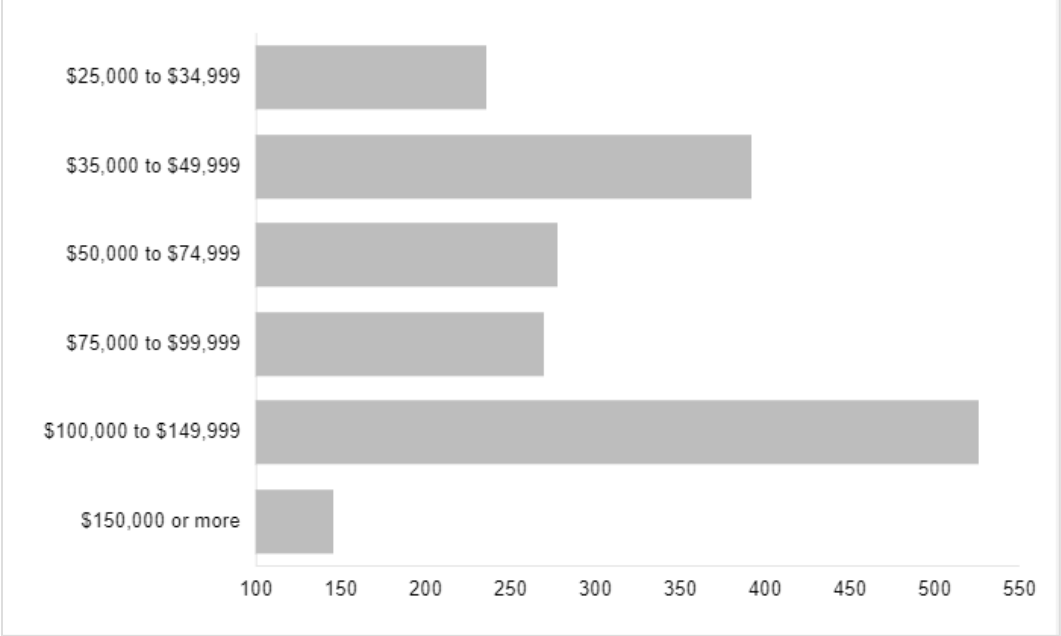
Table 4: Median Household Income, Sierra County (2018)

Sierra County	$48,125
State of California	$71,228
United States	$60,293

Source: U.S. Census, 2014-2018 American Community Survey

Chart 8 shows the number of Sierra County households by income level. **The two largest income categories for number of households shown in Chart 8 and Table 5 are $100,000-$149,999 with 263 households, and $35,000-$49,999 with 196 households.**

CHART 8: Households by Income Level, Sierra County



Source: U.S. Census, 2014-2018 American Community Survey

Table 5 shows the number of households by number of occupants per room. More than one occupant per room indicates moderate overcrowding. More than 1.5 occupants per room indicates severe overcrowding. As shown, there are minimal overcrowding issues in the County.

Also shown in Table 5 are income categories broken out between homeowner and renter households. **About a quarter of homeowner households earn $100,000-$149,999, while half earn less than $50,000 (477 households,).** Of these 477 households, 289 earn less than $35,000.

Table 5: Household Characteristics by Tenancy, Sierra County (2018)

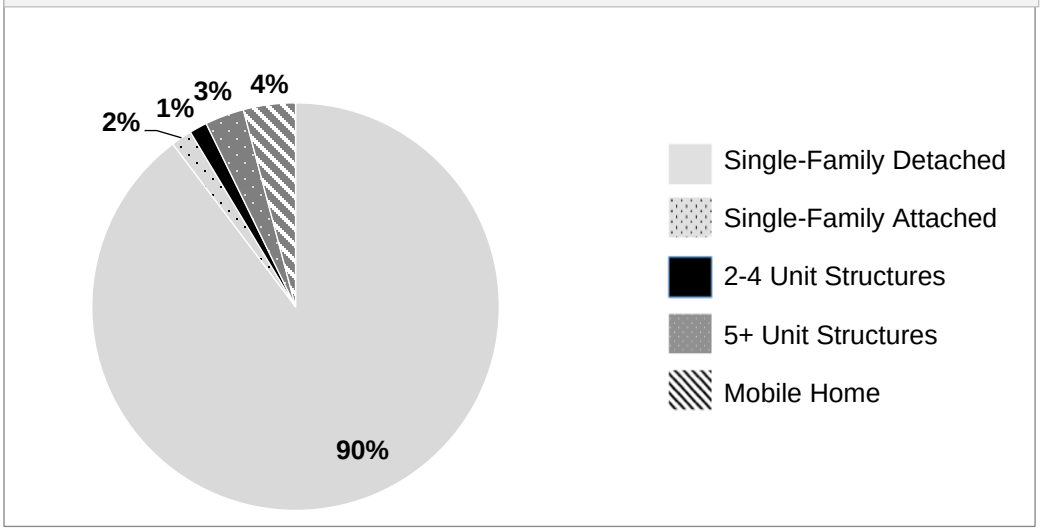
	Occupied Housing Units		Owner-Occupied Housing		Renter-Occupied Housing	
	Number	Percent	Number	Percent	Number	Percent
Occupied Housing Units	1208	-	963	79.8%	245	20.2%
1-Person Household	443	36.7%	324	33.6%	119	48.6%
2-Person Household	585	48.4%	538	55.9%	47	19.2%
3-Person Household	63	5.2%	31	3.2%	32	13.1%
4-or More Person Household	117	9.7%	70	7.3%	47	19.2%
1.00 or Less Occupants Per Room	1,206	99.8%	961	99.8%	245	100.0%
1.01 to 1.50 Occupants Per Room	2	0.2%	2	0.2%	0	0.0%
1.51 or More Occupants Per Room	0	0.0%	0	0.0%	0	0.0%
Household Income						
Less than $5,000	45	3.6%	45	4.5%	0	0.0%
$5,000 to $9,999	0	0.0%	0	0.0%	0	0.0%
$10,000 to $14,999	127	10.2%	82	8.1%	45	19.5%
$15,000 to $19,999	88	7.1%	48	4.8%	40	17.3%
$20,000 to $24,999	57	4.6%	43	4.3%	14	6.1%
$25,000 to $34,999	118	9.5%	71	7.0%	47	20.3%
$35,000 to $49,999	196	15.8%	188	18.6%	8	3.5%
$50,000 to $74,999	139	11.2%	113	11.2%	26	11.3%
$75,000 to $99,999	135	10.9%	88	8.7%	47	20.3%
$100,000 to $149,999	263	21.2%	259	25.6%	4	1.7%
$150,000 or more	73	5.9%	73	7.2%	0	0.0%
Median Household Income	$48,125		$51,628		$31,354	

Source: U.S. Census, 2014-2018 American Community Survey

HOUSING CHARACTERISTICS

The majority of residential units in Sierra County are detached single- family homes, with over 2,110 homes or 90% of total housing stock. Attached single-family homes are townhomes that share walls with adjacent homes.

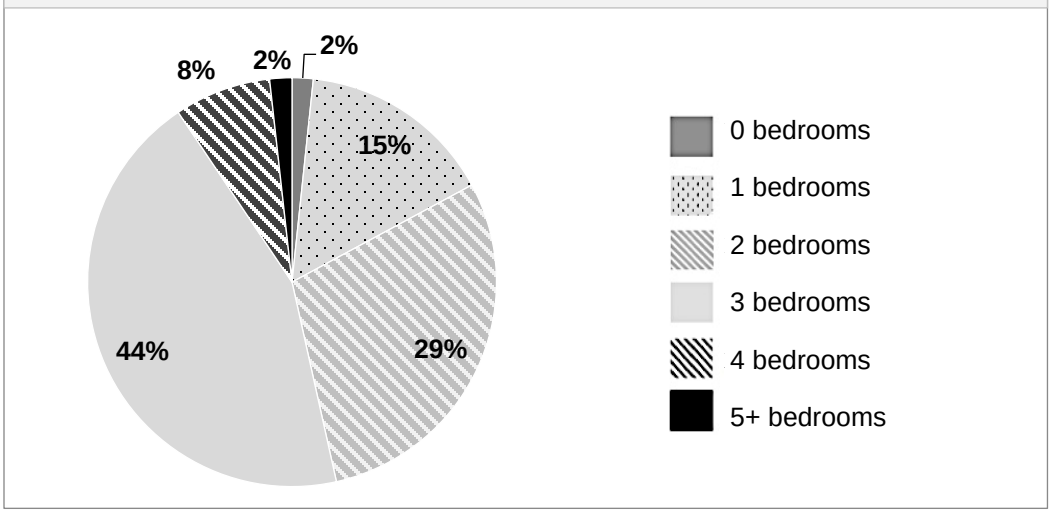
CHART 9: Units by Building Type, Sierra County (2019)



Building Type - Source: California Department of Finance, 2019

Almost half of all residential units have three bedrooms, making it by far the largest unit category by number of bedrooms. The next largest category is two-bedrooms at 29%. Together, two- bedroom and three-bedroom units make up 73% of the housing stock in Sierra County.

CHART 10: Units by Number of Bedrooms, Sierra County (2019)

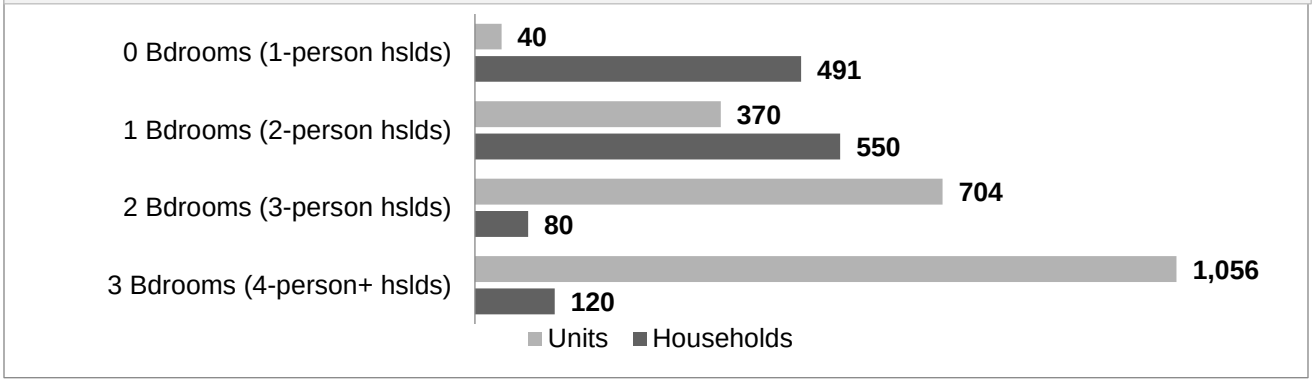


Bedrooms in Units – Source: Source: U.S. Census, 2014-2018 American Community Survey

Chart 11 compares unit sizes (shown in dark grey) with household sizes (shown in light grey) to determine the match of supply to demand by unit size. As shown in the first grouping on Chart 11, there are 40 0-bedroom, or studio, units compared to 491 one-person households. In the second grouping, there 370 one-bedroom units in comparison to 550 two-person households . In the third grouping, there are 704 two-bedroom units compared to 80 three-person households . In the fourth grouping, the number of three-bedroom units (1,056) is almost nine times the number of four-person or more households (120).

The Chart 11 illustrates a mismatch between household size and units size. This demonstrates the need for Sierra County to fund and incentivize the production of studio and one-bedroom units.

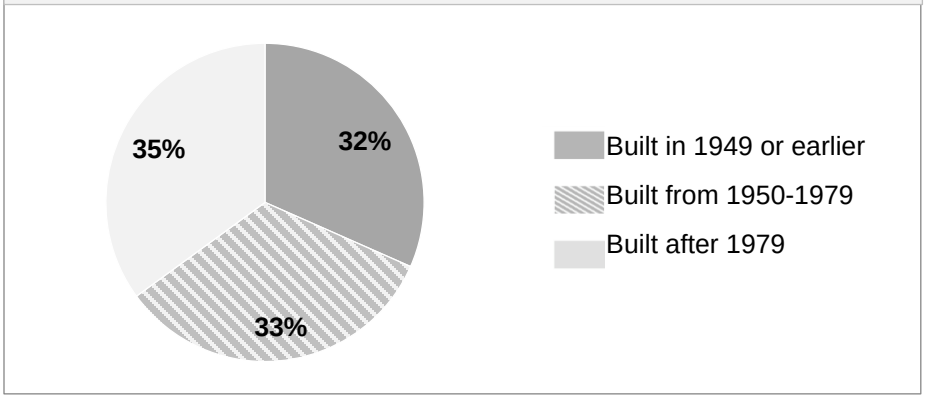
CHART 11: Units Size and Household Size, Sierra County (2018)



Source: U.S. Census, 2014-2018 American Community Survey

Chart 12 shows that there is about the same number of units built in each time period: 1949 or earlier, 1950-1979, and after 1979. **The share of units built before 1949 is unusually high for a California county. The fact that about two-thirds of units in Sierra County were built before 1980 indicates that there is most likely a high need for rehabilitation of residential structures.**

CHART 12: Units by Year Build, Sierra County (2018)



Source: U.S. Census, 2014-2018 American Community Survey

RESIDENTIAL CONSTRUCTION TRENDS

Table 6: Residential New Construction and Demolition Permits, Sierra County (2015-2020)

	2015	2016	2017	2018	2019	2020	Subtotals (2015-2019)
New Construction Permits	0	10	10	6	7	3	33
Demolition Permits	2	1	2	34	0	0	39
Net	0	9	8	-28	7	3	-6

RECENT CONSTRUCTION

Sierra County has experienced a net loss of residential units from 2015-2020. A major contributor to this was the loss of the Loyalton Mobilehome Estates with its 30-plus units that are no longer available to those with limited income. From 2015 to 2020, a total of 33 New Construction residential new construction building permits were issued, and during this same period a total of 39 demolition permits were issued.

None of the residential new construction permits are for multi-family homes, which are rare in Sierra County. Most of the permits issued are for single-family homes, while a handful of building permits are for manufactured homes on permanent foundations.

CURRENT AND FUTURE CONSTRUCTION

By year-end of 2020, it is projected that there will be 13 new construction residential permits, including 3 permits issued before April 2020 and another 10 in progress that have been reviewed by the Planning Department.

WATER & SEWER INFRASTRUCTURE

There are no public sewer systems anywhere in unincorporated Sierra County. The City of Loyalton, the only incorporated jurisdiction, has public sewer and water—and they have made it available to a few sites/projects that immediately border the city (or are partially inside city limits)—including the Loyalton Mobilehome Park, the Loyalton Senior Apartments, and the SPI Business Park.

Several communities have small community water systems available to some residents, provided by public or private water purveyors. Public water systems include: Downieville, Calpine, Sierraville, Alleghany, and Sierra Brooks (south of Loyalton). Private community water systems are available in Goodyears Bar, Coyoteville, Sierra City, and Verdi. Most residential units in the County utilize private wells.

FOR-SALE MARKET

Due to the low volume of sales in Sierra County, limited data is available from the California Regional Multiple Listing Service regarding the for-sale market, including number of sales and median sale price. Therefore, the Zillow Home Value Index and a survey of homes currently listed for sale on Zillow were the data sources used to understand trends in the Sierra County for-sale market.

The Zillow Home Value Index is a seasonally adjusted measure of the typical home value and market changes across a region. Whereas the California Regional Multiple Listing Service tracks home sales, the Zillow Home Value Index tracks all homes, including those that are not listed for sale or have not been sold in many years. Table 7: Zillow Home Value Index, Sierra County, 2016-2020 shows the annual average Zillow Home Value Index. Increases in the index have slowed from 4% between 2016 and 2017, to 2.2% between 2018 and 2019. Current trends indicate that change in the index will slow further in 2020.

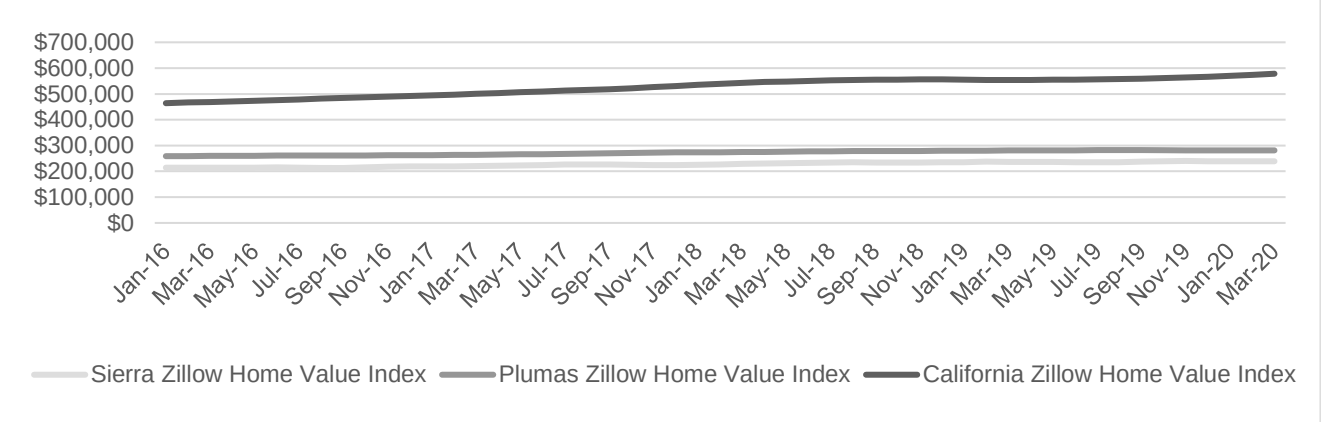
Table 7: Zillow Home Value Index, Sierra County Annual Average, 2016-2020

	Home Value Index	Percent Change
2016	$214,934	
2017	$223,430	*4.0%*
2018	$231,982	*3.8%*
2019	$237,057	*2.2%*
2020	$238,843	*0.8%*

Source: Zillow, April 2020

Chart 13: Zillow Home Value Index, Sierra-Plumas-State shows the monthly Home Value Index from January, 2016 through March, 2020. This chart illustrates that the Zillow Home Value Index for both Sierra and Plumas Counties has increased very slowly over the past four years, especially compared to the statewide index. **The Zillow Home Value Index for the State of California was $464,023 in January 2016 and rose to $578,267 in March 2020, an increase of 25% over four years and three months. By comparison, the Zillow Home Value Index for Sierra County increased by 12% over the same period.**

CHART 13: Zillow Home Value Index, Sierra, Plumas, California



Source: Zillow, April 2020

Table 8: Home Listing Snapshot, Sierra County, April 2020 provides a summary of homes listed for sale on Zillow April 28-29, 2020. County Total Average Days on Market are much higher than California metropolitan areas, but are lower than Plumas County. County Total Average Square Feet and Average Asking Price are also lower than Plumas County. **Table 8 shows clear differences in the market between Loyalton, Sierra City, and Downieville in terms of average asking price. Loyalton, the largest town in Sierra County, is the most affordable. The average asking price for homes in Downieville is 52% higher than the average asking price for homes in Loyalton.**

Table 8: Home Listing Snapshot, Sierra County, April 2020

Area	Number of Listings	Average Square Feet	Average Days on Market	Average Asking Price	Pop
Loyalton	10	1,552	121	$242,807	769
Sierra City	9	1,982	115	$300,000	221
Downieville	7	1,661	225	$369,000	282
County Total	26	1,730	147	$275,000	

Source: Zillow, April 2020

MARKET RATE FOR-SALE OPPORTUNITIES

Market rate for-sale opportunities are limited in Sierra County due to the small and dispersed population, and absence of a major city. Historic sale activity as described in the previous chapter confirms that the market is rather weak relative to other California counties and metro areas. A review of household incomes as shown in Chart 8 illustrates that the two largest household income categories are below median income ($35,000-$49,999), and upper income ($100,000-$149,999). Households in these income categories are not ideal targets for new home development and sales, which would typically cater to incomes in the $60,000-$70,000 range as first-time homebuyers, and move-up buyers in the $70,000 to $100,000 range. Even though the $100,000-$149,000 household income category is the largest in the County, it is still a small number at under 550 households.

While the vacation home market is not as strong in Sierra County as neighboring Plumas County, it is a significant part of the for-sale market. **Similar to trends in Plumas County in response to changes in tourism affected by COVID-19, Sierra County vacation homes are showing signs that they are transitioning from weekly vacation rentals to longer term leases for local residents.** This may provide an opportunity to open up the rental market more to middle and lower income households by increasing the overall rental stock available for long-term leases. Indications of this are seen through discounts for monthly rates, with the highest noted being 65% off the typical daily rates.

Due to the proximity of some parts of Sierra County to Reno, there may be opportunities to draw some of the Reno market as that metropolitan area grows. As of 2012, the Reno-Sparks Metropolitan Area had a population of 433,612, (U.S. Census, 2012 American Community Survey). Loyalton is only a 45-minute drive from Reno. Lower land costs and a more rural, laid-back lifestyle may be a market advantage to lure some homebuyers that work in Reno.

AFFORDABLE FOR-SALE NEED

There are very few renters in Sierra County in terms of total numbers and share of total households, as illustrated in Table 5. There are an estimated 245 renter-occupied units in the County, which is just 20% of all occupied housing units. Of renter households, there are only an estimated 26 households earning $50,000-$74,999, which is generally the low to moderate income range that would be able to afford to purchase a home. This data indicates that there is a limited market for new affordable for-sale homes in in the County.

The County is unique in that there are slightly more homeowner households that do not have a mortgage than those that have a mortgage. This indicates that there are a large number of senior homeowners that have owned their home for a long period, or households that have inherited their homes. It appears that a significant portion of these homeowners have very low incomes. Among homeowners in the County, Table 5 shows that there are 435 households earning less than $35,000, which is 36% of all homeowners in the County. There are 199 homeowner households paying more than 35% of income to housing costs, including 84 households that do not have a mortgage.[8]

The significant share of homeowner households earning less than $35,000 and paying more than 35% of income on housing costs indicates that many households have limited income for home maintenance and repairs. In addition, about two-thirds of the housing stock was built before 1980. This points to a need for rehabilitation assistance to help these households remain in their homes and maintain economic self-sufficiency.

The State offers some rehabilitation programs that may assist the County in stabilizing low income homeowners and upgrading the housing stock. The State Housing and Community Development Department (HCD) administers the HOME and CDBG Programs, which makes funding available each year. One of the eligible uses of HOME and CDBG funds is rehabilitation assistance. The State CalHome program funds homeownership for low income households, and includes set-asides for rehabilitation. The State also offers assistance for mobile home rehabilitation and purchase.

[8] U.S. Census, 2014-2018 American Community Survey

RENTAL MARKET

Because Sierra County is not within a larger Metropolitan Statistical Area, industry-standard rental market reports from services such as Reis or Costar are not available. Therefore, the authors conducted a direct and indirect survey of rental listings, which included three market-rate properties, one affordable rent-restricted property, and four short term rentals. Of note, data collection was completed while the state of California was enforcing shelter-in-place orders in response to the COVID-19 pandemic and may have provided a better picture of vacancy rates for that moment in time rather than an illustration of typical rental market trends.

Overall, the survey included 49 units with one bedroom and one bathroom, 7 units with two bedrooms and one bathroom, 1 unit with two bedrooms and two bathrooms, and 1 unit with three-bedrooms and two bathrooms, 1 unit with 4 bedrooms and 2 bathrooms, for a total of 58 units. Mobile home rentals and RV community trailer parking spaces were not included in rental market survey results in the tables below.

MARKET RENTAL RATE

Of the three market-rate properties surveyed, one was located in Downieville, one was located in Loyalton, and one was located in Sierra City. This represents the market-rate rental listings in the County listed between February and May 2020 and is the result of a thorough survey and research of market-rate rentals in the area. No market-rate multi-family complexes were present in the County and single-family homes were the only rental listings available.

Table 9 shows the results of the rental market-rate survey. Average rent ranged from $850 for the one-bedrooms to $2050 for the two-bedrooms. There was a significant difference in the average rent between the two-bedroom/one-bath units ($875) and the two-bedroom/2-bath units ($2,050). The properties with two bedroom units differ greatly in cost due to an additional bathroom in the higher priced property, and due to its riverfront location and 300 more square feet of living space overall.

The Zillow Rent Index is a smoothed measure of the typical estimated market rate rent across a given region and housing type. ZRI is the mean of rent estimates that fall into the 40th to 60th percentile range for all homes and apartments in a given region, including those not currently listed for rent. As of January 2020, Sierra County's ZRI is $1,681 per month.

Table 9: Sierra County Rental Market Survey, Market Rate Units (3 Properties Surveyed)

	Type of Unit	Available 30 days after listing	Average Unit Size (SF)	Average Rent	Amenities
1 bed / 1 bath	House	No	N/A	$850	In-Unit Washer and dryer, Heating, backyard
2 bed / 1 bath	House	No	988	$875	In-Unit Washer and dryer, Heating, backyard

2 bed / 2 bath	House	No	1248	$2,050	In-Unit Washer and dryer, Heating, backyard, river access
Total Units	3	No	1,118	$1,258	

Source: Survey conducted by Housing Tools, 2020

AFFORDABLE RENTAL RATE

The only multi-family complex within the County is also the only affordable rent-restricted housing available in the County— a 50-unit garden apartment complex reserved to house moderate income seniors. The complex has 44 one-bedrooms with one bathroom and 6 two-bedrooms with one bathroom for a total of 50 units, with 1 unit reserved for an onsite manager. It should be noted that these units were not included in the average rent calculations because the rent for these units is set at 30% of tenant income, and therefore varies based on income.

Table 10 shows the results of the affordable, rent-restricted survey. Of the 50 units surveyed, there was an undetermined number of vacant units as the complex responded to the needs of their residents during the COVID-19 pandemic.

Table 10: Sierra County Rental Market Survey, Affordable Rent Restricted Units (1 Project Surveyed)

	Total Units	Average Rent
1 bed / 1 bath	44	Income Based
2 bed / 1 bath	6	Income Based
Total Units	50	

Sources: Survey conducted by Housing Tools, 2020

SHORT TERM RENTAL RATE

With tourism playing a significant role in the local economy and limited hotel room options, short term rental properties listed on platforms like AirBnB provide a place for tourists to stay in, while also providing income for hosts who rent out their ADUs or second-income properties. . In the past, these units have typically served non-residents of Sierra County, but in recent months have started offering month-to-month rates that are discounted up to 65% below previous rates for short-term rentals. Five short term rental listings have been included in this survey as they offer another housing market to locals who are unable to find housing in traditional methods or markets.

Table 11: Sierra County Rental Market Survey, Short Term Units (5 Units Surveyed)

	Total Units	Average Unit Size (SF)	Location(s)	Average Monthly Rent
1 bed / 1 bath	3	600	Calpine, Mohawk Valley, Sierra City	$1,442
3 bed /2 bath	1	N/A	Sierra City	$3,150
4 bed / 2 bath	1	N/A	Downieville	$2,652
Total Units	5			

Sources: Survey conducted by Housing Tools

RV AND MOBILE HOME COMMUNITY RENTAL RATE

RV and Mobile Home Communities serve both as a place for people who own their own trailers or mobile homes to rent parking spaces, or to rent trailers or mobile homes, much like renting an apartment or home for those of moderate-income or below.

In the past, Loyalton Mobile Estates served this population in the community of Loyalton, but received code violations from the State Department of Housing & Community Development, indicating it was not safe for habitation. This lead to the revocation of its mobile home park license on December 31St, 2015, leaving many without permanent homes after the November 13, 2017 demolition of all remaining homes. The park contained 52 approved spaces, including a laundry building and a former restaurant.

MARKET RATE RENTAL OPPORTUNITIES

As described in the Rental Market section, there are very few renters in Sierra County. There are not any multi-family rental complexes and most rentals are homes, rooms or mobilehomes. There is a bi-furcated rental market with small affordable rentals on the low end, and larger home vacation rentals on the high end.

There may be opportunities for more affordable mobilehome or manufactured home rentals in Sierra County. This could be a low-cost, low-overhead form of market rate, but affordable, housing for small families, workers, and seniors. Parts of the County have lower land costs relative to surrounding areas, mostly in the eastern area around Loyalton. According to the Home Listing Snapshot summarized in Table 8, Loyalton has the lowest average asking price for home sales of the three largest towns in the area. It is also the closest town in the County to the Reno Metropolitan Area, offering an opportunity to capture some of that demand.

AFFORDABLE RENTAL HOUSING NEED

A key indicator of affordable rental housing need is housing cost burden. This is a measure of the percent of household income that is spent on housing. **Chart 14 shows that 34% of renter households pay more than 35% of income to rent, which is a total of 78 households. Chart 15 shows that 28% of households pay more than 50% of income to rent, which is a total of 64 households.**

Affordable housing programs subsidize the production of units based on the incomes served, expressed in terms of percent of Area Median Income. Area Median Income is the "middle" income in the range of incomes of all households in a defined area, and reflects gross incomes. Table 12 shows income levels for various percentages of Area Median Income by household size (including adults and children), as set by the U.S. Department of Housing and Urban Development (HUD) for 2020.

CHART 14: Renter Households Paying >35% of Income to Rent, Sierra County

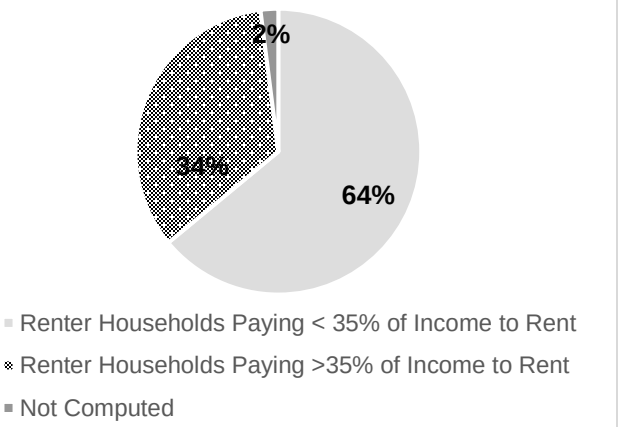


CHART 15: Renter Households Paying >50% of Income to Rent, Sierra County

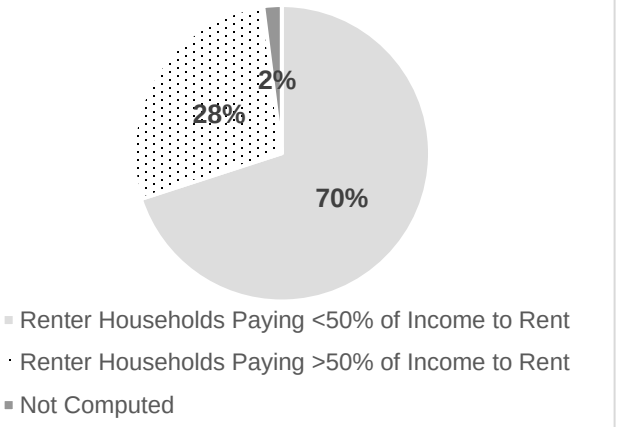


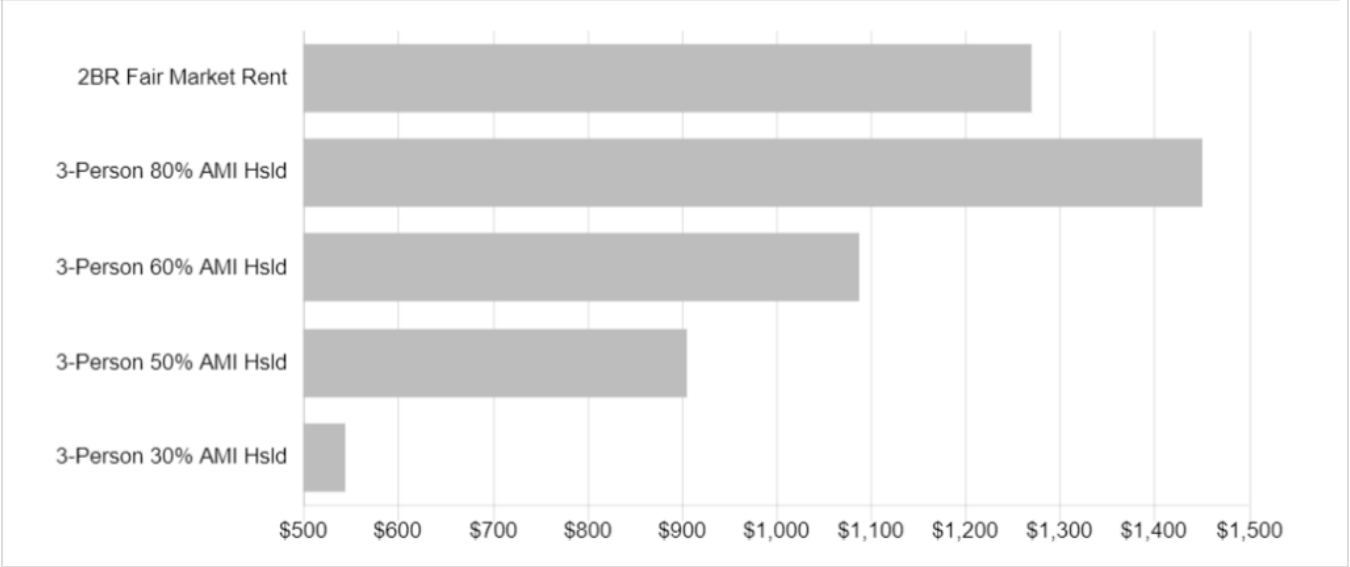
Table 12: Incomes by Percent of Area Median Income, Sierra County (2020)

	Household Size			
Percent of Area Median Income (AMI)	One Person	Two Person	Three Person	Four Person
80%	$45,120	$51,520	$58,000	$64,400
60%	$33,840	$38,640	$43,500	$48,300
50%	$28,200	$32,200	$36,250	$40,250
30%	$16,920	$19,320	$21,750	$24,150

Source: U.S. Department of Housing and Urban Development, 2020

Chart 16: Affordable Rent by Income Level shows housing affordability for various three-person household income levels that correspond with Table 12 above. The two-bedroom Fair Market Rent is a measure of market rent as determined by the Department of Housing and Urban Development (HUD). The first bar in Chart 16 below shows the Fair Market Rent for a two-bedroom unit in Sierra County, as determined by HUD. It is notable that the Sierra County Fair Market Rent is $354 higher than neighboring Plumas County. The other bars show how much rent households at various household income levels could afford to pay in comparison to Fair Market Rent. **A three-person household earning 60% of Area Median Income can afford $182 less than the Sierra County Fair Market Rent of $1,270. By comparison, the Zillow Rent Index is $1,681. When income falls to 50% of Area Median Income and below, it becomes even more difficult to afford market rent.**

CHART 16: Rent by Income Level, Sierra County



Source: U.S. Department of Housing and Urban Development, 2020

Chart 17: Affordable Units Compared to Need below shows the number of affordable housing units in the County compared to need. Affordable, rent-restricted housing is generally restricted to, and priced affordably for, households with incomes less than 50% of Area Median Income. Table 12 shows that 50% of Area Median Income is just above $35,000 for a three-person household. Chart17 shows an estimated 435 households in the County with incomes less than $35,000. By comparison, there are 8 HUD-subsidized, rent-restricted units in the County. **As illustrated, there is a significant shortfall of at least 427 units that are affordable to Low Income households**.

CHART 17: Affordable Units Compared to Need, Sierra County

Sources: U.S. Department of Housing and Urban Development, 2020 and U.S. Census, 2014-2018 American Community Survey

The State Housing and Community Development Department establishes a Regional Housing Needs Allocation (RHNA) every five years for Sierra County. The RHNA provides a target for housing production that will meet the projected need of County residents. The target is sub-divided into affordability levels, including Very Low (50% AMI), Low (80% AMI), Moderate (120% AMI), and Above-Moderate (>120% AMI). For the period of 2014-2019, the RHNA goals for Sierra County are 1 Moderate Income unit, 2 Low Income units, and 2 Very Low Income units. No units in these categories have been produced during this time period.

HOMELESSNESS IN SIERRA COUNTY

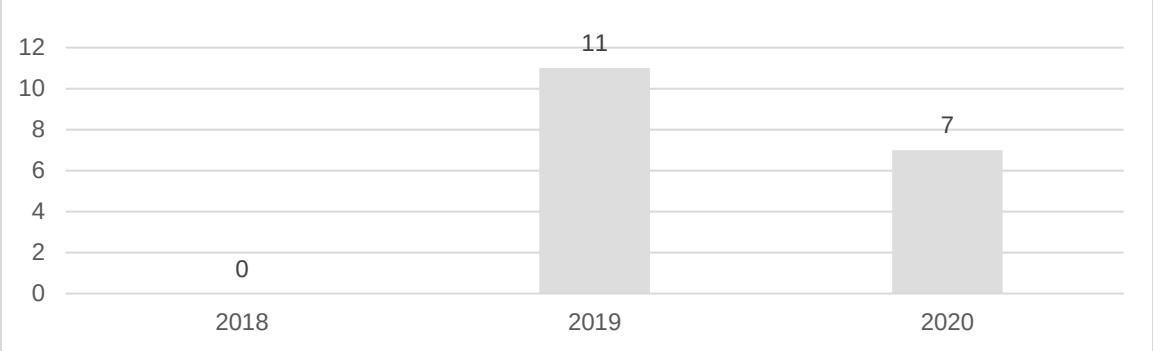
Similar to every other community in California, Sierra County has a portion of its population experiencing homelessness. The County acts as the representative entity for Sierra County in the NorCal Continuum of Care (CoC), which applies for and oversees funding from the federal Department of Housing & Urban Development (HUD) to provide permanent supportive housing opportunities for individuals and families experiencing homelessness. Every two years, each CoC conducts a Point in Time count (PIT) of those who are homeless on a selected day in January. The counts derived from this effort not only establish funding thresholds for federal and state funds, but they also provide a snapshot of who is experiencing homelessness in each community.

The 2020 Point-in-Time Survey counted a total of 7 individuals experiencing homelessness in Sierra County. All 7 individuals were unsheltered, as Sierra County does not have any emergency shelter options.

The 2019 Point-in-Time Survey counted a total of 11 individuals experiencing homelessness in Sierra County. Of these individuals:

- All were unsheltered
- All were white, non-Hispanic or Latino
- 7 were male, 4 female
- 2 people had lived their entire life in the County, 5 people from from 5-10 years
- There was one child, ages 5-12 and one person reported being a veteran
- Based on the number of times homeless in the past 3 years and number of months homeless, 8 of the 11 were chronically homeless, a rate of nearly 73%.

CHART 18: Number of People Experiencing Homelessness in by Year, Sierra County



Sierra County, prior to 2019, had not been able to carry out a Point-in-Time survey, so the chart above for 2018 shows a baseline of zero. This should not be construed to mean that in 2018 and the years prior, there were not individuals experiencing homelessness in Sierra County. The drop from 11 persons in 2019 to 7 persons in 2020 has been noted to be a result of County staff's efforts to find people housing.

Traditionally, the PIT is considered to likely undercount the number of people who are homeless, since it relies on volunteers canvassing communities to find individuals who are willing to participate in the survey on that one day. Therefore, the number of people experiencing homelessness in Sierra County may be somewhat higher than shown. The PIT definition of homeless is more restrictive than other definitions and does not include households doubling up or living temporarily in motels. While homelessness is a complex and multi-faceted problem, addressing the county's need for additional affordable housing units for very-low and extremely-low income households, in particular, the need for one-bedroom affordable units for single individuals, will contribute significantly to long-term solutions. New funding from the State, designed to specifically address homelessness, is discussed in more detail below. These funds can be used to develop critical infrastructure and support the wraparound services needed to help move individuals and families out of homelessness.

AFFORDABLE RENTAL FUNDING ENVIRONMENT

As demonstrated above, **there is a clear need for affordable housing in Sierra County**. Beyond meeting an immediate need for residents, affordable housing creates the potential for positive spillover benefits to the broader community. In areas with soft housing markets, new affordable rental housing often increases surrounding property values and stimulates reinvestment and revitalization. In addition, housing construction creates jobs and economic activity. Jobs are created through contracts for the construction in the short-term, and through operations and maintenance activities post-construction in the long-term. Furthermore, lower rents free up more discretionary household income that can be spent within the local community.

Affordable housing requires public subsidies to compensate for restricted, below-market rents. Traditionally, subsidies for rural counties have been provided through the HOME and Community Development Block Grant (CDBG) programs administered by the State Housing and Community Development Department (HCD). Funding from these programs is made available to rural counties throughout the State annually through a competitive application process, as described below.

HOME INVESTMENT PARTNERSHIP ACT (HOME)

A total of $42 million was made available in the Notice of Funding Availability (NOFA) released in October 2019 with applications due in late January 2020. Generally, the State issues one HOME NOFA per year. Funding is available for new rental construction (up to $5 million per loan, or up to $6 million for projects with deep affordability targeting, serving special needs populations and/or those experiencing homelessness), rental rehabilitation (up to $5 million), homebuyer projects (up to $80,000 per unit), activity delivery and administrative costs.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

The most recent CDBG NOFA released in January 2020 made available $60 million. Round 1 applications for Housing and Community Development Competitive program and Economic Development Competitive Program funds are due June 1st, 2020. Round 2 applications for additional Economic Development Competitive Program funds are due July 15th, 2020. Economic Development Over-the-Counter Project Allocation application closing September 15th, 2020. Multifamily Housing, Housing Infrastructure, and Community Development OTC Project application period closes on September 30th, 2020. The State has been working to revamp the CDBG program and now plans to issue an annual NOFA every January with streamlined processes for awards. The two most significant redesign related changes to this NOFA cycle include the addition of an Over-the-Counter application process for all capital construction projects and the implementation of the new eCivis Grants Managements System that will allow applicants to apply online and track the status of their application. At least 70% of all CDBG funds must be used for activities that benefit low- and moderate-income individuals, families, and households.

NEW STATE FUNDING SOURCES

The State legislature has recently passed a number of pieces of legislation over the past two years that fund affordable housing and related homeless services. A description of these programs is provided below.

NO PLACE LIKE HOME (NPLH)

The purpose of this program is to provide permanent supportive housing for homeless persons with serious mental health conditions. There are two funding streams: a Non-Competitive Program and a Competitive Program. Both funding streams may be combined for one project. It is expected that counties will partner with a Development Sponsor (an experienced supportive housing developer) who will actually own and manage the project. Counties are required to commit to provide and facilitate tenant supportive services, including mental health services, for a minimum of 20 years. Sierra County is eligible to receive $500,000 through the Non-Competitive Program, with any project application intending to use these funds due no later than February 15, 2021. The County and a partner Development Sponsor can also propose to utilize Competitive funds from the Small County Set Aside in a project application that is responsive to one of the State's annual NOFAs. The third round of Competitive funding is scheduled for the Fall of 2020 and the fourth round is scheduled for the Fall of 2021. Any project proposing to use both streams of funding will submit one combined project application in response to one of the NOFAs, with a maximum project loan of $20 million.

PERMANENT LOCAL HOUSING ALLOCATION (PLHA)

The PLHA was established through the Building Homes and Jobs Act (SB2) of 2017. The PLHA will be a broad, ongoing affordable housing program funded by fees collected from real estate transaction recordings. HCD estimates that annual revenue will be $250 million statewide. Sierra County can access PLHA funds through two mechanisms:

- Non-competitive annual allocation: These funds will be provided to the County on an annual basis, subject to the submittal of an HCD-approved 5-Year Expenditure Plan. The Year 1 (2020) estimate of funding for the County is $67,624. Annual funding amounts are subject to the amount of revenue collected by the State.
- Competitive allocation: Counties that do not receive CDBG entitlement funds can also apply for competitive funds which will be made available via a NOFA process on an annual basis. Priority points will be given for jurisdictions proposing to use competitive funds for provide assistance to those experiencing homelessness and who have an unincorporated population of less than 200,000.

For 2020, the State issued a NOFA in March for the non-competitive allocation, with Expenditure Plans/Applications due no later than July 27, 2020. A NOFA for the competitive funds is anticipated for release in August 2020 with applications due in October 2020. Eligibility threshold is having a currently compliant Housing Element and up-to-date submittal of the Housing Element Annual Progress Report (APR). As noted above, once a jurisdiction's 5-Year Expenditure Plan is approved, they will receive their non-competitive allocation each year, and can apply for competitive funds each year pursuant to an annual NOFA process.

PLHA funds are designed to be flexible in order to address each jurisdiction's greatest housing needs, especially for those households who earn 60% of Area Median Income or less.
Eligible uses of the non-competitive funds are:

1. Predevelopment, development, acquisition, rehabilitation and preservation of multifamily, residential live-work, rental housing that is affordable to extremely-low, very-low, low- and moderate-income households, including necessary operating subsidies. Accessory Dwelling Units (ADUs) are eligible for assistance.
2. Affordable rental and ownership housing that meets the needs of a growing workforce earning up to 120% of Area Median Income or 150% of AMI in high-cost areas.
3. Matching portions of funds placed into local or regional housing trust funds.
4. Matching portions of funds available through the Low and Moderate Income Housing Asset fund pursuant to subdivision(d) of the Section 34176 of the Health and Safety Code.
5. Capitalized reserves for services connected to the creation of new permanent supportive housing, including, but not limited to, developments funded through the Veteran's Housing and Homelessness Prevention Bond Act of 2014.
6. Assisting persons who are experiencing or at risk of homelessness, including providing rapid rehousing, rental assistance, navigation centers, emergency shelters, and new construction, rehabilitation and preservation of permanent and transitional housing. This activity may include using PLHA funds for continued assistance to households assisted with California Emergency Solutions and Housing (CESH) Program funds.
7. Accessibility modifications.
8. Efforts to acquire and rehabilitate foreclosed or vacant homes.
9. Homeownership opportunities, including down payment assistance.
10. Fiscal incentives or matching funds to local agencies that approve new housing for extremely-low, very-low, low- and moderate-income households.

Eligible uses of the competitive funds are:

1. Development of new multifamily rental housing that is affordable to households at or below 60-percent of AMI or substantial rehabilitation of multifamily rental housing that will be affordable to households at or below 60-percent of AMI, but which is not currently restricted as affordable housing; or

2. Assistance to persons who are experiencing or at risk of homelessness, including, but not limited to, through rapid rehousing, or rental assistance, supportive services and case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers, or new construction, rehabilitation, or preservation of permanent or transitional rental housing.

CONCLUSION

In Sierra County, the severe economic recession from 2009-2014 slowed and stabilized somewhat from 2105-2019. Employment dipped slightly by 62 jobs between 2014 and 2018 while the unemployment rate fell from 10% to 6% over that period. After County population fell from 3,220 in 2010 to 2,951 in 2016, it stabilized a level of 3,005 in 2019. Despite the recent economic recovery, the County must now deal with the economic fallout of COVID-19, which is likely to negatively impact the primary employment sectors in services and state government as tourism and sales tax receipts decline.

Despite these challenges, this report has identified opportunities for the rehabilitation of existing housing and development of market rate and affordable housing, which are outlined below. These activities will require public/private partnership and strategic investment from outside the County. These investments can help strengthen the overall economy by reducing the cost of living for local workers and attracting workers and residents from outside the County.

- Incentivize and fund the development of affordable and market rate studio and one-bedroom units to meet the needs of smaller households. Utilize the HOME and CDBG programs to rehabilitate motels and duplexes, tri-plexes, and four-plexes for use as permanent, small unit, low cost housing. Development incentives could include lower impact funds that better reflect lower infrastructure demands of smaller households and/or reduced parking requirements for smaller units.

- Implement a more expansive housing rehabilitation program for low income homeowners utilizing State CalHome, HOME and/or CDBG funds.

- Work with the State Housing and Community Development Department (HCD) Mobilehome Assistance Center and Rural Communities Assistance Corporation (RCAC) to fund mobile home rehabilitation and/or the provision of new mobile homes, particularly in Loyalton.

- Prepare to access new State funding sources such as the No Place Like Home program (NPLH) to provide Permanent Supportive Housing for individuals and families experiencing homelessness. Identify opportunities to acquire a motel or other property in the Loyalton area that could be converted or rehabilitated to house 5-20 individuals. Explore opportunities to fund a joint project with Plumas County.

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

MEETING DATE: July 7, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Master Service Agreement between Charger Access and Sierra County Health and Human Services for Ethernet and Point to Point (PTP) services beginning approximately on September 2, 2020 through September 2, 2023 utilizing the Rural Healthcare Program through Universal Service Administrative Co. (USAC)

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

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515610, 5670, 5800
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $31, 356 Est. N/A

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Vickie Clark, Director
Reference: Agenda Item
Date of memo: June 29, 2020
Date of Board Meeting: July 7, 2020

Requested Action: Master Service Agreement between Charger Access and Sierra County Health and Human Services for Ethernet and Point to Point (PTP) services beginning approximately on September 2, 2020 through September 2, 2023 utilizing the Rural Healthcare Program through Universal Service Administrative Co. (USAC)

Mandated by: n/a

Funding
Budgeted? Yes XX No

Revenue	$31,356 estimate	**Source(s) – Estimate based on projected urban rate & Budget Relief Program reimbursements.**
Expenses	$31,356 estimate	**Budget attached - Estimate based on projected urban rate & Budget Relief Program reimbursements.**
Difference		

Background Information:
Sierra County is finishing a three-year contract with Telequality (recently purchased by ENA). A USAC bidding process was required to find a vendor to continue utilization of the Rural Health Program. Bids were received from three vendors: Charger Access, ENA and Ganite. Charger is able to give us the best price to meet the scope of work specification for the provision of HHS Ethernet and PTP. These services are critical to the stability of services and maintenance of records for Public Health, Behavioral Health and Emergency Preparations operations that overlay all of HHS. Participation in the Rural Health Program with USAC provides discounts that allow our rural departments to afford quality Internet services that would otherwise be cost prohibitive.

Potential Issues to consider:
This is a new vendor. IT will be evaluating service delivery closely. The urban rate will not be officially released by USAC until after the initiation of this agreement, thus the estimates provided by Charger.

Alternatives or Impacts of disapproval
Costs would be considerably higher.

PROPOSAL FOR SERVICES

1710 Gen George Patton Dr.
Suite 104
Brentwood, TN 37027

615.224.8422 Direct
615.656.8151 Office
chargeraccess.com

PROPOSED FOR:
Sierra County Health & Human Services
202 Front St.
Loyalton, CA 96118

AGENT REPRESENTATIVE:
Mike Hyams
615-622-4603

Date: **June 26, 2020**
Quote Valid for: 30 Days
Term: 36 Months

Service Address A	Service Address B	Service Type	Bandwidth	MRC	Install	BRP	ESTIMATED After Funding Cost
202 Front St, Loyalton, CA 96118		Ethernet	250Mbps	$2,335.32	Waived	$1,167.66	$270.00
101 Courthouse Sq, Downieville, CA 95936	202 Front St, Loyalton, CA 96118	PTP	250Mbps	$2,335.32	Waived	$1,167.66	$540.00
			TOTALS:	**$4,670.64**	**$0.00**	**$2,335.32**	**$810.00**

Budget Relief Program (BRP) represents the monthly remittance of HCP upon installation of services. Upon funding reimbursement by USAC through the Rural Healthcare Program, Charger Access will issue a refund/credit to customer invoice reflecting the approved Urban Rate.

ESTIMATED After Funding Cost represents the estimated Urban Rate. Final Urban Rate will be determined upon approval by USAC of Urban Rate documentation.

Contractual Term and Invoicing shall begin when Charger Access configures equipment and makes services available for customer use.

Pricing includes connectivity to demarcation point ONLY. Customer is responsible for adequate access to the building, inside wiring, demarc extensions, or other third party charges incurred for providing such services.

The provision of these services are subject to Facility availability. Additional construction charges may apply to bring services to customer premise. Construction Charges will be determined once a site survey is performed upon execution of Master Service Agreement (MSA). Customer will have the option to opt out of the MSA should any additional charges be incurred not outlined within the MSA.

Charger Access is in no way responsible for the disconnection of services with Customer's previous provider, and shall not be held liable for any fees or charges accessed to Customer by such provider, unless otherwise outlined within the MSA.

Pricing does not include Taxes, Surcharges, or Regulatory Fees mandated by Federal or State authorities.

MASTER SERVICE AGREEMENT

This Master Service Agreement (Agreement) is made between CHARGER Access (CHARGER Access), and the customer identified within this Agreement (Customer) and confirms Customer's commitment to purchase Telecommunications and related services (Service or Service Order) from CHARGER Access. This Master Service Agreement and any attachments, addendums, schedules and/or Service Orders form this Agreement between CHARGER Access and Customer. The Services provided within will be offered to the Customer by CHARGER Access or the affiliated entity contracted by CHARGER Access to provide Services to the Customer.

Rates: Customer agrees that they are responsible for all Monthly Recurring Charges (MRC or Monthly Rate) for Services provided by CHARGER Access as set forth in any attachments or Service Orders, unless otherwise noted. Customer is subject to additional charges imposed by CHARGER Access in order to recover amounts required or permitted by Federal or State authorities to stay within regulatory compliance. These additional charges include, but are not limited to, Universal Service Funding, Administrative Fees, Property Tax Charges, Carrier Access Charges, Carrier Surcharges, and State Sales Tax. These additional charges are subject to change without notice to reflect the change imposed by Federal or State authorities.

Billing Commencement: Customer will have ten (10) business days, from the date in which equipment is delivered, to schedule and complete the pre-install with CHARGER Access. The pre-install will consist of mounting the equipment in the Customer's telecom room as well as ensuring the equipment is connected to the circuit and CHARGER Access technicians have remote access to it. After pre-install has been completed Customer will have five (5) business days to schedule and complete the final turn up to their network. Billing will commence no later than the 15th business day after equipment has been received unless more time is granted by CHARGER Access, in its sole discretion.

Billing/Payment: Services within this agreement will be billed one month in advance in the form of a monthly invoice. CHARGER Access will remit monthly invoice to the mailing address listed within this Agreement or via email to the Billing Contact's email address, per the request of the Customer. Payment must be received by CHARGER Access at the address designated on the invoice by or on the due date as noted on the invoice (Due Date). Should payment not be received by or on the Due Date, the Customer agrees to pay a late payment charge equal to five percent (5%) of the amount due. Any returned or dishonored checks will receive a service charge of fifty dollars ($50). Should payment not be received within sixty (60) days of invoice Due Date, CHARGER Access has the option to terminate Services and the Customer is responsible for all applicable Early Termination Fees outlined within this Agreement. Customer shall notify CHARGER Access of any billing discrepancies or disputes within sixty (60) days of the invoice date, or such an invoice shall be deemed as binding on Customer. Any and all fees and expenses incurred by CHARGER Access in collecting, or attempting to collect, any debt owed by Customer shall be the responsibility of the Customer.

Term/Renewal: The effective date of this Agreement for purposes of determining when the Service Term (as referenced above) shall begin is the date CHARGER Access installs and configures any equipment and the Service is made available for Customer use. At the expiration of the Service Term the Agreement will automatically renew for a period of twelve (12) months (Auto-Renewal) unless CHARGER Access receives written notice from Customer to terminate the Auto-Renewal not less than

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sixty (60) days prior to the expiration of the current Service Term. If the Customer chooses to disconnect services at any time, a written notice of disconnect is required sixty (60) days prior to the requested disconnect date.

Disconnection of Current Service: CHARGER Access is in no way responsible or liable for the disconnection of services with Customer's current service provider, and shall not be held liable for any fees or charges assessed to Customer by such provider, unless otherwise stated within this Agreement.

Cancellation/Early Termination: In the event the Customer cancels the Service Order after entering into this Agreement but prior to the delivery of circuits to Customer premise, the Customer agrees to pay CHARGER Access, a charge equal to the lesser of the following: (1) three (3) times the Monthly Recurring Charges or (2) five thousand dollars ($5000). Customer agrees that this charge is reasonable for CHARGER Access to recuperate the administrative costs and other fees incurred by CHARGER Access to prepare for installation.

In the event the Customer elects to terminate services after the installation of Services, in whole or in part, Customer shall pay to CHARGER Access an early termination charge not to exceed the MRC of Services multiplied by the number of months remaining in the Service Term plus any and all waived non-recurring charges or installation fees. Customer must provide written notice of disconnect sixty (60) days prior to requested disconnect date.

Equipment: Unless otherwise stated in this Agreement, any equipment delivered by UPS, FedEx or United States Postal Service on behalf of CHARGER Access and/or any equipment installed by any CHARGER Access employee, contractor or representative shall remain the property of CHARGER Access. This includes but is not limited to any switch, router, battery backup and/or phone equipment. Should this Agreement be terminated for any reason Customer agrees to return such equipment to CHARGER Access and/or allow CHARGER Access reasonable access to retrieve such equipment.

Moves/Adds/Changes: In the event the Customer elects to move Services to another location during the Service term, every attempt will be made by CHARGER Access to move the circuit to the new location keeping the current Monthly Rate. Moves to a different Serving Wire Center or LATA could result in an increase in the Monthly Rate in addition to one-time charges for installation and/or construction fees. Customer will enter into a new Agreement for the new location or Early Termination Fees will apply to the disconnected location.

CHARGER Access agrees not to hold the customer liable for Early Termination fees or impose any penalty in the event the Customer elects to upgrade Services at a location provided ALL of the following are true: (1) CHARGER Access has approved the upgrade of the Services, (2) the new Monthly Rate for Services is greater than or equal to the existing Monthly Rate, and (3) Customer agrees to enter into a new Agreement with CHARGER Access for the Upgraded Services.

Limitation of Liability/Disclaimer of Warranties/Indemnity (for purposes of this section CHARGER Access includes its officers, employees, agents, subcontractors, vendors, and any entity CHARGER Access employs to provide Services to Customer): Under no circumstances will CHARGER ACCESS be liable (WHETHER IN NEGLIGENCE OR OTHERWISE) to CUSTOMER OR ANY AFFILIATED PERSON OR ENTITY for any indirect, incidental, consequential, special or exemplary damages, OR LOSS, NOR FOR ANY LOSS OF GOODWILL, REPUTATION, BUSINESS, REVENUE, PROFIT, OR SAVINGS arising with respect to any of

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the Services OR Equipment, PROVIDED UNDER this Agreement. CHARGER ACCESS DOES NOT HAVE ANY LIABILITY (INCLUDING LIABILITY FOR NEGLIGENCE) FOR THE ACTS OR OMISSIONS OF OTHER PROVIDERS OF TELECOMMUNICATIONS SERVICE OR FOR FAULTS IN OR FAILURES OF THEIR NETWORKS AND EQUIPMENT. CUSTOMER HEREBY AGREES THAT THE USE OF THE SERVICES AND EQUIPMENT PROVIDED BY CHARGER ACCESS IS AT CUSTOMERS SOLE RISK. CHARGER ACCESS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF ANY OF THE SERVICES OR THE EQUIPMENT, OR AS TO THE ACCURACY, RELIABILITY, OR CONTENT OF ANY INFORMATION, SERVICE, OR EQUIPMENT PROVIDED IN CONJUCTION WITH USE OF ANY OF THE SERVICES. ALL SERVICES AND EQUIPMENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. customer hereby agrees to indemnify, defend, and hold harmless CHARGER Access from and against any and all claims, losses, expenses, demands, injuries, awards, damages, expenses (including without limitation reasonable attorneys' fees) arising out of, or in connection with, the services provided under this agreement.

FORCE MAJEURE: CHARGER Access shall have no liability, including issuing service credits, for any performance, non-performance, delay or failure to perform hereunder due to any event or conditions beyond its reasonable control, including but not limited to: fire, flood, vandalism, explosion, cable cuts, acts of God, common carrier delays, storms, extreme temperatures or similar catastrophes; any law, order, regulation, direction, action or request of any government, including state and local governments with jurisdiction over either CHARGER Access or the Customer, or of any similar entity; lock-outs, wars, national emergencies, riots or strikes; any action or inaction of a third party provider or facilities operator employed in provisioning the Services for the Customer.

Service Calls: If CHARGER Access, at the request of Customer, dispatches a technician, for a Customer-initiated service call, and trouble is found to be with Customer's, or any of Customer's third party vendor's, equipment or services, Customer shall pay to CHARGER Access a service call charge equal to $175 per hour, for technician being on site 8:00AM - 5:00PM Monday through Friday, or $250 per hour, for technician being on site during Holidays and all other times.

Inside Wiring: Customer is solely responsible for the provision, operation, repair and maintenance of all equipment, facilities and service on the Customer's side of the Point of Demarcation at each Location at which Services are installed.

Construction Charges: Certain Construction Charges can not be known until a site survey is completed at the Customer's Location. As such if these charges are deemed to be to unacceptable by Customer they may have the option of not moving forward with the order.

Miscellaneous: (1) Third Party Charges: Customer is responsible for any fees assessed by any third party, including but not limited Customer's phone and/or data vendor, in connection with the installation, provisioning, and/or maintenance of Customer equipment used for Services provided by CHARGER Access. (2) Severability: The provisions of this agreement are severable, if any part of this Agreement is found to be illegal or unenforceable, all other provisions shall remain in effect and shall continue to be enforced. (3) Assignment: This Agreement may not be assigned except with the express written consent

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of CHARGER Access, which may be granted or withheld at CHARGER Access sole discretion. (4) Handwritten Changes: No handwritten change to this Agreement shall be binding on CHARGER Access.

Changes to Agreement: CHARGER Access reserves the right to make changes to this Agreement. In such event, CHARGER Access will notify customer in writing, via mail and email to Customer's Contact information provided within this Agreement. Should the Customer find any change unreasonable and unsatisfactory, the Customer may provide written notice to CHARGER Access within thirty (30) days from the date on the notice of change of its desire not to accept any change. In the event CHARGER Access and Customer cannot reach terms satisfactory to both parties, CHARGER Access will release Customer of its obligations under this Agreement providing Customer provides written notice of disconnect no less than sixty (60) days prior to requested disconnect date. Customer will be responsible for all charges incurred up until the date of disconnect.

Entire Agreement: The Customer and CHARGER Access hereby agree and stipulate that this Agreement, and its attachments, addendums, schedules and/or service orders ,represents the entire agreement between the Customer and CHARGER Access. This agreement supersedes all prior written or oral communications applicable to the same service and any express, implied, written or oral warranties made by CHARGER Access or any of its agents or representatives.

CHARGER ACCESS, LLC	SIERRA COUNTY HEALTH & HUMAN SERVICES
Signature:	Signature:
Name (Printed):	Name (Printed):
Title:	Title:
Date:	Date:

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CHARGER Access
KEEPING YOUR BUSINESS AT 100%

SERVICE LEVEL AGREEMENT

General: CHARGER Access has established performance objectives for all of the products that it offers. While CHARGER Access does not guarantee any performance objectives, CHARGER Access will, at the Customer's request, provide credits when a performance objective is not met.

Availability: CHARGER Access's goal is to have Services available to the Customer 99.99% of the time.

Credits: Should a network outage occur, CHARGER Access, at the Customer's request, will issue a credit for the amount of time that it took for services to be restored. Credit will be issued in accordance with the table below. Measurement of an Outage for credit purposes begins when a trouble ticket number has been issued to Customer for the Service affecting issue. The time will end with CHARGER Access's first attempt, either by phone or via email, to notify Customer that Services have been restored. Length of Outage times exclude time that is outside the standard operating hours of Customer. SLA Credits will be calculated by taking the below percentage from the Customer Share Price of the affected circuit.

CHARGER Access Network Outage Credit Table	
Length of Outage	**Amount of Credit**
Less than 30 Minutes	No Credit
30 Minutes to 2 Hours	2.50%
2 Hours to 5 Hours	10.00%
5 Hours to 10 Hours	25.00%
10 Hours to 20 Hours	50.00%
More than 20 Hours	100.00%

Customer must submit SLA credit requests to slas@chargeraccess.com within 10 business days of the network outage. CHARGER Access will then validate the request and compare it to the applicable trouble ticket. After validation by CHARGER Access, credits will be issued on the next billing cycle after request has been received by CHARGER Access and are exclusive of any applicable taxes and fees.

Exclusions and Limitations: CHARGER Access is not responsible for issuing credits when a service affecting issue is caused by:

(1) Negligent conduct or misuse by Customer
(2) Failure or deficient performance of power, equipment, inside wiring, service or systems not provided by CHARGER Access
(3) Customer requested or caused delays or Customer's election to not release a Service Component for testing and/or repair
(4) Force Majeure conditions

In addition, CHARGER Access SLA credits do not apply if Customer and CHARGER Access agree to another remedy for the same network outage. Only one credit per circuit in a calendar month may be issued.

SLA	**Response Time/Efficiency**
Time to Repair	4 hours
Network Availability	99.99%
Latency (one-way)	50 ms
Jitter	n/a
Packet Delivery	99.50%

CHARGER Access
KEEPING YOUR BUSINESS AT 100%

BUDGET RELIEF PROGRAM

CHARGER Access Budget Relief Program (BRP): CHARGER Access recognizes Customer as a non-profit healthcare provider and is eligible for financial subsidies thru the Rural Healthcare Program and/or other state/federal issued programs. As such, the need for a secure and reliable network with as minimal financial impact as possible is much desired. Therefore, while Customer is applying for and receiving subsidies for telecommunications services through the Rural Healthcare Program and/or other state/federal issued programs, CHARGER Access agrees to allow Customer to be enrolled in the CHARGER Access Budget Relief Program provided ALL of the following are true: (1) There are funds available within the financial support program the customer is applying for, (2) Customer agrees to pay CHARGER Access fifty percent (50%) of the MRC, which totals $2,335.32 plus any applicable taxes and fees, each month by the due date as indicated on CHARGER Access's Invoice to Customer, (3) Customer's account is no more than thirty (30) days past due, (4) Customer agrees to file, or arrange to have filed, appropriate forms necessary to obtain funding within (15) days of the opening of the filing window, and (5) Customer understands and complies with the rules of the program(s) they are applying for and agrees to comply with, or reply to, all USAC and/or state/federal requests within the timelines set forth by USAC and/or the state/federal program. In the event that these conditions are not satisfied then CHARGER Access reserves the right to remove the Budget Relief Program (BRP) from the Customer's account for the remainder of the Service Term and Customer would be responsible for paying the entire past due balance as well as the balance due each month. While the Customer is enrolled in the Budget Relief Program, CHARGER Access agrees not to charge any late fees on the past due balance while the Customers' applications are being processed.

Throughout the term of this agreement and any sequential terms, if the Customer's funds from federal and/or state agencies is decreased causing the services provided by CHARGER Access to be a burden on the Customer's budget, CHARGER Access agrees to re-evaluate the solution being provided to Customer and reduce the services to an acceptable solution by both Parties. However, such reduction in funds cannot be a result of incorrect, incomplete, or untimely filings or responses or any negligence with regards to following the rules and timelines set forth by the federal and/or state program in which the Customer is applying for subsidies.

Customer understands the Budget Relief Program is an optional program in which they may discontinue enrollment at any time by submitting, in writing, notice to CHARGER Access of the Customer's request to no longer be enrolled in the Budget Relief Program. Un-enrolling from the Budget Relief Program is not a release from the Master Service Agreement.

Customer and CHARGER Access agree the amount due under the Budget Relief Program may be more or less than the actual amount owed by Customer after federal or state subsidies have been received. As such, an annual adjustment may be made to the amount due under the Budget Relief Program reflecting money owed from either Party to the other.

CHARGER ACCESS, LLC	SIERRA COUNTY HEALTH & HUMAN SERVICES
Signature:	Signature:
Name (Printed):	Name (Printed):
Title:	Title:
Date:	Date:

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF CHARGER ACCESS, LLC AND SHALL NOT BE USED, DISCLOSED, OR REPRODUCED IN WHOLE OR IN PART WITHOUT THE PRIOR WRITTEN CONSENT OF CHARGER ACCESS, LLC.

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
July 7, 2020	☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Presentation of bids and adoption of resolution for award of Public Works Contract to Hansen Bros. Enterprises for the 2017 Storm Damage Repair Belle Street FEMA Project Numbers PA-09-CA-4301- PW 00072.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☒Resolution ☒Agreement ☒Other
Bid Tabulation, Resolution and Public Works Contract

BACKGROUND INFORMATION: These are 2017 storm damage projects that are funded by the FEMA. Plans and Specifications were approved and bidding authorized by the Board of Supervisors on June 2, 2020. Bid opening was June 25, 2020 and five bids were received for these for project sites. The lowest bid from Peter Schack Construction Engineering was rejected as non- responsible and the next lowest bidder is Hansen Bros. Enterprises.

FUNDING SOURCE: FEMA Project Numbers PA-09-CA-4301- PW 00072
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: Road (031)
AMOUNT: $89,485 One Time Expense

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

FOR STORM DAMAGE REHABILITATION AT BELLE STREET
IN SIERRA COUNTY, NEAR DOWNIEVILLE, CA
FEMA Project Numbers PA-09-CA-4301- PW 00072

BID OPENING June 25, 2020 at 2:01 PM

Bidder	Bid Amount
AM Development Inc	$193,661.50
Hansen Brothers Enterprises	$ 89,485.00
Edward Naukis	$110,000.00
MKD Construction, Inc.	$134,295.00
Peter Schack Construction Engineering	$75,000.00

Opened
Witnessed:
Recorded:

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

IN THE MATTER OF AWARD OF CONTRACT TO LOWEST QUALIFIED BIDDER FOR 2017 STORM DAMAGE REPAIR BELLE STREET PROJECT NUMBERS PA-09-CA-4301- PW 00072

RESOLUTION NO. 2020-_____

WHEREAS, the County of Sierra has heretofore called for sealed bids for the project referred to as the 2017 Storm Damage Repair Belle Street FEMA Project Numbers PA-09-CA-4301- PW 00072; and

WHEREAS, in response to the formal call for bids, five bids were received; and

WHEREAS, the contract shall be awarded to the lowest qualified responsible bidder; and

WHEREAS, bid opening was held at 2:01 p.m. on Thursday, June 25, 2020; and,

WHEREAS, after analysis of the bid it has been determined that Hansen Bros. Enterprises has submitted the lowest qualified bid.

NOW THEREFORE, BE IT RESOLVED THAT the award of contract to Hansen Bros. Enterprises is hereby approved.

BE IT FURTHER RESOLVED THAT the Director of Transportation is hereby granted authority to administratively approve construction change orders on the referenced contract as necessary, and within the confines of the funding, cumulative total of which is not to exceed 10% of the construction contract.

ADOPTED by the Board of Supervisors of the County of Sierra on the 7th day of July, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

COUNTY OF SIERRA

_____
JAMES BEARD, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____
DAVID PRENTICE
COUNTY COUNSEL

COUNTY OF SIERRA
PUBLIC WORKS CONTRACT
SHORT FORM

PARTIES

THIS CONTRACT, made this 7th day of July, 2020, by and between the COUNTY OF SIERRA, a political subdivision of the State of California, hereinafter referred to as **"County"** and Hansen Bros. Enterprises, hereinafter referred to as **"Contractor"**.

This contract is for the following project:

2017 Storm Damage Repair Belle Street

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

TERMS & CONDITIONS

1. SCOPE OF WORK:

The work to be performed includes but is not limited to provision of all equipment, materials, and labor necessary to perform and complete in a good and workmanlike manner, and in strict accordance with the Contract Documents as defined in Section 5 hereof, the work of:

Provision of all equipment, materials and labor necessary for the complete construction of

1. Provide all construction surveying and job site management
2. Clearing and grubbing of excavation area
3. Structural excavation
4. Structural backfill
5. Gabion construction and installation
6. Install all required erosion control
7. Clean and remove all construction debris from construction site.

2. CONTRACT TIME:

2.1 COMMENCEMENT AND COMPLETION

The Work shall be commenced on the date specified in the County's "Notice of Award to Contractor" and shall be fully completed no later than ***Ten (10)*** calendar days thereafter, or such additional time as may have been provided by Change Order, pursuant to the Contract Documents.

2.2 TIME IS OF THE ESSENCE

Time is of the essence. If the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with the liquidated damages provision herein. A determination of whether delays were avoidable or not shall be made by County.

3. CONTRACT PRICE:

County shall pay Contractor for the full and complete performance of this Contract the sum of **Eight Nine Thousand Four Hundred Eight Five Dollars** ($**89,485.00**).

The contract price may be adjusted only as provided in the Contract Documents and only upon the express written approval of the County Board of Supervisors or the County Director of Transportation and in the event of any such adjustment, the Contractor agrees that the maximum adjustment to be attributable to his overhead and profit shall not exceed fifteen percent (15%) of the actual costs to Contractor for any additional work encompassed by any such adjustment, in accordance with the General Conditions.

4. PAYMENTS:

4.1 PROGRESS PAYMENTS

Where the work is anticipated to require more than forty-five (45) days to complete, Contractor may apply for progress payments on a monthly basis. Monthly progress payments shall be made in accordance with the General Conditions of these Contract Documents, subject to a ten percent (5%) withhold as specified therein Contractor shall submit a signed application for payment covering the work completed to that date and accompanied by supporting documentation to County's satisfaction. Progress payments will be in an amount equal to ninety percent (95%) of the work completed.

4.2 FINAL PAYMENT

Payment in full for the completed project will not be due until at least thirty (30) days after filing of the Notice of Completion with the County Clerk. Acceptance of final payment will be deemed a waiver of all claims except those which were timely made pursuant to the claim's provisions of this contract. Final payment shall be made in accordance with the General Conditions of these Contract Documents.

4.3 INVOICE CONTENT

Invoices or applications for payment to the County shall be detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

4.4 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the County of any and all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and/or neglect of the County or others relating to or arising from the Work, to the full extent authorized by Public Contracts Code Section 7100. No payment, however, final or otherwise, shall operate to release the Contractor of his sureties from any obligations under this Contract or the Performance and Payment Bonds required by this Contract, or the guarantees and warranties required by the Contract Documents, or the bond securing the same.

5. CONTRACT DOCUMENTS:

The contract documents comprise the entire agreement between the parties and may be amended only by writing signed by both parties or by written change order. The contract documents shall include this contract, plans and specifications, bidding documents, addenda thereto, all proposals submitted by Contractor, the general conditions attached hereto and special, and/or supplementary conditions issued by the County. In the case of ambiguity or conflict, the documents shall be given the following priority:

This Agreement
Contract Drawings
Technical Specifications
Duly issued Addenda
General and/or Special Conditions
Supplementary conditions, if any
Duly issued Clarifications and Field Orders
Duly issued Work Authorizations
Duly issued Change Orders
Supplemental Drawings issued pursuant to Article 4 of the General Conditions
Initial Submittals approved pursuant to Article 3 and all other
submittals approved pursuant to the General Conditions.
Contractor's Bid Proposal Contractor's Guarantee and Bond
Designation of Subcontractors
Performance Bond
Payment Bond

Such documents, collectively referred to as the "Contract Documents", are hereby incorporated herein by this reference and made a part hereof.

6. PERFORMANCE AND LABOR & MATERIAL BONDS:

Pursuant to the provisions of the California Civil Code Section 9550, for projects in excess of twenty five thousand dollars ($25,000), the Contractor shall, prior to the performance of any work covered by this Contract, provide to County in such form as may be acceptable to County, a

"performance bond" guaranteeing the faithful and timely performance of the work to be performed under this Contact and guaranteeing the work for a period of one full year from the date of the completion of the work (which shall be evidenced by the filing of a notice of completion by County) and a separate "labor and material bond" guaranteeing payment to any laborer, subcontractor and/or material supplier for the work under this Contract. The amount of each of these bonds shall be in accordance with the General Conditions to the Contract.

7. REPRESENTATIONS BY CONTRACTOR:

The Contractor hereby represents that before bidding, he carefully examined the Drawings and Project Manual, visited the Site of the Work and fully informed himself as to all existing conditions at the Site and limitations of information provided by the County regarding the Site.

The Contractor further represents that he has satisfied himself as to the nature and location of the Work, the general and local conditions, conditions of the Site, availability of labor, materials on the Site, the kind of equipment needed, the requirements of various trades or crafts needed to perform the Work and all other matters which in any way affect the Work or cost. The Contractor agrees that his failure to acquaint himself with all available information concerning conditions shall not relieve him from his bid or his responsibility for estimating properly the difficulties or cost of the Work, or the requirements for any trade, craft or portion of the Work.

The Contractor further represents that the Contract Price shall include everything necessary for the completion of Work and of fulfillment of this Agreement for Construction within the time specified hereby, including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities, and all management, superintendence, labor, and services. The Contract Price includes allowance for all Federal, State and local taxes and payment of the prevailing wages required by applicable law and/or the General Conditions.

8. AMENDMENT:

This Contract may only be amended by a written amendment which shall require the formal approval of the Board of Supervisors. No County officer, agent or representative shall have the authority to amend this Contract.

9. DELAY:

The Contractor specifically acknowledges and agrees that a time extension is his sole remedy for delays caused by the County, and agrees to make no claim for additional damages for such delay. Contractor shall be entitled to a price adjustment with such time extension Change Order, but such price adjustment shall be limited to his direct additional costs to perform the Contract, subject to the General Conditions, and subject to verification by the County.

Processing of Submittals, Clarifications and other information by the County within the time specified in the Contract Documents shall in no event constitute a County-caused delay.

10. NOTICES:

Any notice, demand, request, consent, approval or communication that any party desires or is required to give any other party shall be in writing and either served personally or sent by pre-paid first-class mail. Any such writing shall be addressed as follows:

COUNTY

Tim H. Beals, Project Director
Sierra County Department of Public Works
Post Office Box 98
Downieville, CA 95936

PROJECT MANAGER

Bryan Davey
Sierra County
P.O. Box 98
Downieville, CA 95936

PROJECT CONTRACTOR

Jeff Hansen
Hansen Bros. Enterprises
PO BOX 1599
Grass Valley, CA 95945

11. LIQUIDATED DAMAGES:

If the Work is not completed by Contractor in the time specified in Section 2 of the Agreement for Construction, or within any period of extension authorized pursuant to a duly issued Change Order, Contractor acknowledges and admits that the County will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and the County that the Contractor shall pay to the County as fixed and liquidated damages, and not as a penalty, a sum equal to one-half of one percent of the contract price, or the sum of **Four Hundred** dollars **($400.00)**, whichever is greater, for each calendar day of delay until the Work is completed and accepted, and that both Contractor and Contractor's surety shall be liable for the total amount thereof, and that the County may deduct said sums from any monies due or that may become due to Contractor, prior to determining the final amount due to Contractor.

This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only delays found by the Board of Supervisors to be unavoidable pursuant to the General Conditions, or time extensions granted in writing by the Board of Supervisors.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

COUNTY OF SIERRA

By _____
JAMES BEARD
Chairman of the Board of Supervisors

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
DAVID PRENTICE
County Counsel

CONTRACTOR

By_____
Official Title

License Number_____

(CORPORATE SEAL)

_____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Contract; that _____, who signed said Contract on behalf of said Corporation is authorized to fully bind the corporation to this Agreement; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

_____
(Secretary)

(CORPORATE SEAL)

PART 3 - GENERAL CONDITIONS

GENERAL CONDITIONS

1. CHANGES IN THE WORK:

County may order additions, deletions or revisions in the work which shall be authorized by written change order. Circumstances may occur where Contractor may need to apply for a change in the contract. Such changes must be applied for in writing in advance by Contractor and approved prior to doing of the additional work. Changes in contract price due to change orders shall be established either by (1) unit prices (where bidding was done by unit price), (2) based on the actual cost of the work (including but not limited to all labor and materials) plus an amount not to exceed 15 percent (15%) for overhead and profit together, or (3) by mutual acceptance of a lump sum.

2. BONDS:

A. For projects involving more than $25,000 the contractor shall furnish two bonds each in the amount of 100 percent (100%) of the contract price, one as security for the faithful performance of the work, and the other as security for the faithful payment and satisfaction of all persons furnishing materials and performing labor for the project. The labor and materials bonds shall remain in effect until the recording of a Notice of Completion. The performance bond shall remain in effect until the running of the warranty period. The bonds shall be issued by a corporation duly licensed to transact surety business in California. The bonds must be executed by a duly licensed surety company and accompanied by a certified copy of the authority to act and shall be on the form provided by County.

B. In the event of a default by contractor, County shall notify contractor of the specifics of the default and shall extend a reasonable time to contractor to cure same or to pay such damages as County may reasonably assess under the terms of the Public Works Contract. County shall not release the bonds or security until contractor has fully performed under the contract. If contractor fails to promptly cure any breach or to pay such damages as may have been reasonably assessed after notification of the breach and/or of the assessment of damages, County shall proceed to sell the securities and/or make demand on the bonds.

C. County reserves the right to accept or to reject the tender of any bond or security as being sufficient to protect the interest of the County.

3. CONTRACTOR LIABILITY AND INSURANCE:

Contractor shall be liable for all damages and injury which shall be caused to County or any other property on or in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this contract. Contractor shall purchase and maintain such commercial general liability and other insurance as is appropriate and/or as may be required in the special conditions, for the work being performed and furnished and which will provide complete protection to County, and shall be at least as broad as CG 20 01 04 13. Said policies shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. At a minimum Contractor shall provide and maintain a policy of commercial general liability insurance in a combined single limit of two million dollars ($2,000,000.00) and Worker's Compensation Insurance.

County shall be designated as a named insured on the Contractor's insurance and a certificate of insurance and endorsements shall be provided by Contractor prior to commencement of work. Contractor must provide the full coverage and full limits available to the Contractor as the named insured to the County as a named insured. Coverage under the policy available to the County must be either the minimum required under the contract or the maximum available to the Contractor as the named insured, whichever is greater and shall be at least as broad as CG 20 01 04 13. Contractor must provide the stated required insurance for a period of 3 years beyond work completion.

Contractor shall also purchase and maintain property insurance upon the work or equipment and supplies stored at the site, if any, to the full insurable value thereof. All policies of insurance shall contain a provision that the coverage will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to County.

The coverage under Contractor's policy shall be primary and non-contributory and verification from the insurer must be provided that they will not seek contribution from the County's insurance or self-insurance.

Contractor shall provide the applicable Certificate of Insurance with the following attachments:

a) Waiver of subrogation endorsement for Worker's Compensation
b) Additional Insured Endorsement for ongoing operations (CG 20 38)
c) Additional Insured Endorsement for completed operations exposures such as construction, repair, or maintenance operations (CG 20 37.)
d) A copy of the Declarations & Policy Endorsements page for the General Liability (GL) policy.

Where the services to be provided under this contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars ($1,000,000.00).

4. RISK OF LOSS:

Liability for loss or damage to equipment, materials, work completed or services occurring on or off the site shall be the responsibility of Contractor. Liability for completed work shall not be assumed by County until both the work has been completed and County has accepted the work as complete.

5. MATERIALS AND EQUIPMENT:

All material and equipment shall be of good quality and new unless the contract provides otherwise. Whenever materials or equipment are specified or described in the contract documents by using the name of a proprietary item or a particular supplier, it is intended to establish the type, function and quality required. Any substitutions must be expressly consented to by County in advance of installation or use.

Where applicable, Contractor shall deliver all manufacturer's operating and maintenance instructions to County prior to receipt of final payment.

6. WARRANTY AND CORRECTION PERIOD:

If within one year after the date of completion and County's acceptance of the work or such longer period of time as may be prescribed by law or regulations or by the terms of any applicable special guarantee required by the contract documents any work is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instruction, either correct such defective work, or, if it has been rejected by County, remove it from the site and replace it with non-defective work. If Contractor is unable to promptly and properly correct any defective work, County may at its option have the work corrected by such other means as County deems appropriate and hold Contractor liable for all direct, indirect and consequential costs caused by such defective work. Said warranty shall apply to all work found to be "defective" which is attributable to the quality or quantity of the materials used, the quality of the workmanship or for lack of proper performance under the contract. The warranty obligation shall not limit the County's right to otherwise seek damages in the event of any failure by Contractor to properly perform under this Agreement.

7. PERMITS AND TAXES:

Unless otherwise provided in the special contract provisions, Contractor shall obtain and pay for all construction permits, licenses or other permits necessary to complete the work and shall be liable for all governmental charges, inspection fees, utility connection charges, sales, consumer, use and other taxes.

8. INDEMNIFICATION:

Contractor shall fully indemnify, hold harmless and defend County and its consultants, agents, officers and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential arising out of or resulting from the negligent performance of the work

herein or willful misconduct by Contractor.

9. SUSPENSION OF WORK:

County may, at any time and without cause, suspend the work or any portion thereof for a reasonable period of time by notice in writing to Contractor.

10. TERMINATION:

Except as limited by law or regulation, County may terminate this contract upon the occurrence of any one or more of the following events.

A. If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

B. If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

C. If Contractor makes a general assignment of its obligations and/or compensation under this Agreement;

D. If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;

E. If Contractor admits in writing an inability to pay its debts generally as they become due;

F. If Contractor persistently fails to perform the work in accordance with the contract documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the time schedule);

G. If Contractor disregards ordinances, laws or regulations of any public body having jurisdiction;

H. If Contractor disregards the authority of County's supervisory staff, and, in particular, the Contract Administrator;

I. If Contractor otherwise violates in any substantial way any provisions of the contract documents.

County may, after giving Contractor seven days' written notice, terminate the services of Contractor, exclude Contractor from the site and take possession of the work, incorporate in the work all materials and equipment stored at the site or for which County has paid Contractor but which are stored elsewhere, and finish the work as County may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct, indirect and consequential costs of completing the work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to County. When exercising any rights or remedies under this paragraph, County shall not be required to obtain the lowest price for the work performed. Where Contractor's services have been so terminated by County, the termination will not affect any rights or remedies of County against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by County will not release Contractor from liability.

Upon seven days' written notice to Contractor, County may, without cause and without prejudice to any other right or remedy, elect to abandon the work and terminate the Contract. In such case, Contractor shall be paid for all work executed and any actual expense sustained.

11. SUPERVISION AND CLAIMS DETERMINATIONS:

11.1 CONTRACT ADMINISTRATOR

County may appoint staff or hire professional services for supervision and administration, at its election. Said person is hereinafter referred to as "Contract Administrator". Upon the appointment of any such Contract Administrator the County shall promptly notify Contract of such action. The Contract Administrator is delegated authority to determine the amount, quality, acceptability and fitness of the work, materials and equipment to be paid for under this contract, to decide for County all questions relative to contract interpretation, to reject or condemn all work or material which does not conform to the terms of this contract and to review and make a final determination on all claims submitted to County. In the absence of an appointment of a Contract Administrator, the County Director of Public Works shall perform these functions.

11.2 WRITTEN CLARIFICATION

If there is an ambiguity in the contract documents, Contractor shall request an interpretation from the Contract Administrator. Contractor Administrator shall issue a written clarification or interpretation. If Contractor believes that a written clarification or interpretation justifies an increase in the contract price or an extension of the contract time and the parties are unable to agree on the amount or extent thereof, Contractor may make a claim therefore.

11.3 CHANGE ORDER

The Contract Administrator may authorize or require variations in the work from

the requirements of the contract documents so long as it is in writing. Contractor shall perform the work involved promptly. If Contractor believes that such a change order justifies an increase in the contract price or an extension of the contract time and the County and Contractor are unable to agree as to the amount or extent thereof, Contractor may make a claim therefore.

11.4 UNIT PRICING

If the contract was based on unit pricing, the Contract Administrator will determine the actual quantities and classifications of unit price work. The Contract Administrator's written decisions thereon will be final and binding upon Contractor unless Contractor delivers to Contract Administrator written notice that Contractor disputes said decision and the reasons therefore as required below.

11.5 CLAIM PROCEDURE

For purposes of this paragraph, "claim" shall be defined as set forth in Public Contracts Code Section 20104(b)(2). Claims shall be presented in writing and include the documents necessary to substantiate the claim. Claims must be filed with the Contract Administrator no later than thirty (30) days after the occurrence of the event giving rise thereto or denial of the change order, whichever occurs last. The form of said claims shall be the same as is required by Government Code Sections 910 and 910.2.

11.6 CLAIMS UNDER $50,000

If the claim is under $50,000, County shall respond in writing to Contractor within forty-five (45) days of receipt of Contractor's claim or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the County may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to Public Contracts Code Section 20104.2, upon mutual agreement of the County and the Contractor. The County's written response to the claim, as further documented, shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

11.7 CLAIMS OVER $50,000

For claims over $50,000 and less than or equal to $375,000, County shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the County may have against Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to Public Contracts Code Section 20104.2, upon mutual agreement of County and Contractor. The County's written response to the claim, as further documented, shall be submitted to Contractor within thirty (30) days after receipt of the further

documentation, or within a period of time no greater than that taken by Contractor in producing the additional information or requested documentation, whichever is greater.

11.8 MEET AND CONFER

If Contractor disputes County's written response, or County fails to respond within the time prescribed above, Contractor may so notify County, in writing, either within 15 days of receipt of County's response or within fifteen (15) days of County's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer with such County representatives as the Board of Supervisors directs for settlement of the issues in dispute. Upon such demand, County shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

11.9 APPEAL TO BOARD OF SUPERVISORS

If following the meet and confer conference the claim or any portion remains in dispute, if Contractor desires to pursue Contractor's claim/demand for further compensation, Contractor shall be required to file a claim with the Board of Supervisors pursuant to procedures set out in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. All claims filed with the Board of Supervisors pursuant to the Government Code shall be filed within ninety (90) days of the denial of the original claim by the County representative. The running of the period of time within which a claim under the Government Code must be filed shall be tolled by any period of time utilized by the meet and confer conference. Any lawsuit which Contractor intends to bring with respect to any claim filed pursuant to the Government Code which claim has been denied by County must be commenced not later than six months after the recording of the notice of completion or not later than six months after the date final payment is deposited in the mail or personally delivered, whichever date comes first.

11.10 DOCUMENTATION

For every claim that Contractor makes, it shall provide the following documentation upon request of County as a condition precedent to consideration of the claim: Contractor's bidding calculations forms, cost estimates, time sheets, trend reports, job cost analysis records, labor records, as-built documents, any other records used by Contractor in arriving at its bid price, and any other documents or records kept by Contractor during the course of construction. In the event that claims are made, Contractor agrees that County shall have the right to conduct a complete audit of the books and records of Contractor relating to this project and any books and records relating to overhead, profit or general office expenses charged to this project.

11.11 CONTRACT ADMINISTRATOR NOT RESPONSIBLE

Notwithstanding the above, Contract Administrator shall not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction or the

safety precautions and programs incident thereto and will not be responsible for Contractor's failure to perform or furnish the work in accordance with the contract documents. Contract Administrator shall also not be responsible for the acts or omissions of Contractor or of any subcontractor, any supplier, or any other person or organization performing or furnishing any of the work.

12. PAYMENTS:

12.1 SCHEDULE OF VALUES

The schedule of values established for the work will serve as the basis for progress payments and will be incorporated into a form of application for payment acceptable to County. Progress payments on account of unit price work will be based on the number of units completed.

12.2 PROGRESS PAYMENT

Once each month County shall cause an estimate to be made covering the work completed as of the date of the estimate. No materials shall be paid for until incorporated into the work. The amount of retention with respect to progress payments will be five percent (5%).

12.3 AMOUNTS OF PROGRESS PAYMENTS

Prior to completion, progress payments will be in an amount equal to:

12.3.1 NINETY FIVE PERCENT (95%) OF COMPLETED WORK. Ninety percent (95%) of the work completed, and

12.3.2 NINETY PERCENT (95%) OF STORED MATERIALS. Where applicable pursuant to the above, ninety percent (95%) of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.

12.3.3 CONTRACT BALANCE. Thirty (30) days after recordation of a notice of completion by the County, County will pay an amount sufficient to increase total payments to Contractor to one hundred percent (100%) of the contract price, less such amounts as County shall determine in accordance with this contract. County reserves the right to retain such funds as it shall determine in accordance with the contract documents to complete the work.

12.3.4 ESCROWED SECURITY ALTERNATION. The Contractor may elect to receive one hundred percent 100% of payments due under this contract from time to time, without retention of any portion of the payment by the public agency, by depositing securities of equivalent value with County in accordance with the provisions of Section 4590 of the *California Government Code*. Securities eligible

for investment shall include those listed in Section 16430 of the *California Government Code*, or bank or savings and loan certificates of deposits. Such securities, if deposited by the bidder, shall be valued by County whose decision on the valuation of the securities shall be final. The bidder shall be the beneficial owner of any securities substituted for money withheld and shall receive any interest thereon. Said deposited funds shall be covered by an escrow agreement in a form approved by the County.

12.4 CONTRACTOR'S WARRANTY OF TITLE

Contractor warrants and guarantees that title to all work, materials and equipment covered by any application for payment, whether incorporated in the project or not, will pass to County no later than the time of payment free and clear of all liens.

12.5 PAYMENT OF PROGRESS PAYMENT

County will submit each progress pay estimate to Contractor. Upon receipt back from Contractor of a signed copy of the pay estimate, County shall process the pay estimate for payment. The amount approved by County will become due thirty (30) days after receipt of the signed progress pay estimate. Said payment shall be made by County to Contractor unless County has knowledge of claims or liens filed in connection with the work.

12.6 COUNTY'S RECOMMENDATION OF PAYMENT

By recommending any payment, Contractor cannot conclude that County represents that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the work in the contract documents or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by County or County to withhold payment to Contractor.

12.7 COUNTY MAY REFUSE TO MAKE PAYMENT

County may refuse to make payment of the full amount or any part if, in County's opinion, it would be incorrect to make such payment. County may also refuse to make any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in County's opinion to protect County from loss because:

12.7.1 DEFECTIVE WORK. The work is defective, or completed work has been damaged requiring correction or replacement,

12.7.2 REDUCTION IN PRICE. The contract price has been reduced by written amendment or change order,

12.7.3 REQUIRED CORRECTIONS. Contractor has been required to correct

defective work or complete work, or

12.7.4 SUSPENSION OR TERMINATION. Of County's actual knowledge of the occurrence of any of the events enumerated in paragraphs relating to suspension of work and termination.

12.7.5 LIENS OR CLAIMS. County may refuse to make payment of the full amount because claims have been made against County on account of Contractor's performance or furnishing of the work or liens have been filed in connection with the work or there are other items entitling County to a set-off against the amount recommended, but County must give Contractor immediate written notice stating the reasons for such action.

12.8 COMPLETION AND FINAL INSPECTION

When Contractor considers the entire work ready for its intended use, Contractor shall notify County in writing that the entire work is completed. Within a reasonable time thereafter, County and Contractor shall make an inspection of the work to determine the status of completion. If County does not consider the work complete, County will notify Contractor in writing giving the reasons therefor. If County considers the work incomplete, County will prepare and deliver a list of items to be completed or corrected before final payment. Contractor shall immediately take such measures as are necessary to complete or correct the listed items.

12.9 ACCEPTANCE AND FINAL APPLICATION FOR PAYMENT

After Contractor has completed all such measures to remedy deficiencies to the satisfaction of County and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents, property owner's releases and other documents, all as required by the contract documents, and after County has indicated that the work is acceptable, Contractor may make application for final payment. The final application for payment shall be accompanied by all documentation called for in the contract documents, together with complete and legally effective releases or waivers (satisfactory to County) of all liens and stop notices arising out of or filed in connection with the work. In lieu thereof and as approved by County, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which County or County's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any subcontractor or supplier fails to furnish are lease or receipt in full, Contractor may furnish a bond or other collateral satisfactory to County to indemnify County against any lien.

12.10 FINAL PAYMENT

If, on the basis of County's review of the final application for payment and

accompanying documentation, all as required by the contract documents, County is satisfied that Contractor's obligations under the contract documents have been fulfilled, County will, within ten days after receipt of the final application for payment, process the application for payment. Otherwise, County will return the application to Contractor, indicating in writing the reasons for refusing to make final payment, in which case Contractor shall make the necessary corrections and resubmit the application. Thirty (30) days after presentation to County of the application and accompanying documentation, in appropriate form and substance, or thirty (30) days after recording of a Notice of Completion, whichever date is later, the amount will become due and will be paid by County to Contractor.

12.11 CONTRACTOR'S CONTINUING OBLIGATION

Contractor's obligation to perform and complete the work in accordance with the contract documents shall be absolute. Neither the issuance of a certificate of substantial completion, nor any payment by County to Contractor under the contract documents, nor any use or occupancy of the work or any part thereof by County, nor any act of acceptance by County nor any failure to do so, nor any review and approval of a shop drawing or sample submission, nor the issuance of a notice of acceptability, nor any correction of defective work by County will constitute an acceptance of work not in accordance with the contract documents or a release of Contractor's obligation to perform the work in accordance with the contract documents.

13. ARBITRATION:

For claims under $375,000, County shall have the option of electing arbitration pursuant to Public Contracts Code Sections 10240, et seq. If County does not so elect, the provisions of Public Contracts Code Section 20104 shall apply. For claims which are above $375,000, the arbitration provisions of this contract are voluntary. Neither County nor Contractor shall be required to enter into arbitration for amounts above $375,000. Written consent of both parties to arbitrate such claims shall be a prerequisite to such arbitration. If the parties agree to arbitrate claims above $375,000, the provisions of Public Contracts Code Sections 10240, et seq. shall be utilized.

14. WORKER'S COMPENSATION CERTIFICATION:

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this contract.

15. PREVAILING WAGE RATES:

In accordance with the provisions of Section 1770 and 1773 of the Labor Code, the County of Sierra has determined the general prevailing rate of wages applicable to the work to be done. These rates are on file in the Department of Transportation. The Contractor shall post a copy of

the wage rates on the job site. Pursuant to California Labor Code Section 1775, Contractor shall forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft, and said amounts shall be distributed pursuant to the requirements of said Section 1775. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed.

In accordance with the provisions of Section 1813 of the California Labor Code, Contractor will be subject to the forfeiture of twenty-five dollars ($25) per worker employed in the execution of the contract by the Contractor or subcontractor for each day said worker is required or permitted to work in excess of eight hours in any one calendar day and/or forty hours in any calendar week, except as provided in Section 1815 of the California Labor Code.

16. EMPLOYMENT OF APPRENTICE LABOR:

Reference is hereby made to Section 1777.5 of the Labor Code of the State of California, which regulations shall govern the employment of apprentices on the work. Compliance with said Section shall be the responsibility of the Contractor.

17. COLLECTIVE BARGAINING AGREEMENTS:

Pursuant to California Labor Code Section 1773.8, Contractor shall pay travel and subsistence payments to any workers covered by applicable collective bargaining agreements which provide for such payments.

18. PAYROLL RECORDS:

Contractor shall be responsible for keeping accurate payroll records as required by California Labor Code Section 1776. Contractor is aware that a penalty of twenty-five dollars ($25.00) per day or portion thereof for each worker may be assessed for noncompliance with said section. Contractor shall forward to County a certified copy of each payroll record within ten days after close of each payroll period. An additional 10% retention may be withheld from any payment due for failure to provide same.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

19. EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION:

During the performance of this contract, the contractor agrees to abide by all provisions of Section 1735 of the California Labor Code, as amended, regarding nondiscrimination practices.

20. ASSIGNMENT:

No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

21. CONFLICT OF INTEREST RESTRICTIONS:

No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspecting, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the County who is authorized in such capacity and on behalf of the County who is in any legislative, executive, supervisor, or other similar function in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

22. WAIVER OF RIGHTS:

No action or lack of action on the part of County at any time to exercise any right or remedy conferred upon it under this contract shall be deemed to be a waiver on the part of the County of any of County's other rights or remedies.

23. SUCCESSORS IN INTEREST:

County and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the contract documents.

24. SEVERABILITY:

If any provision to this contract is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provisions, and the remainder of this contract shall not be affected by such declaration or finding and each provision not so affected shall be enforced to the fullest extent permitted by law.

25. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this

contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and cancelled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed.

26. NOTICE:

Notices shall be given to County at the following location:

If to "COUNTY":

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

With a copy to:

Director of Public Works
P.O. Box 98
Downieville, CA 95936

If to "CONTRACTOR":

Jeff Hansen
Hansen Bros. Enterprises
PO BOX 1599
Grass Valley, CA 95945

27. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Sierra County, California.

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
July 7, 2020	☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Presentation of bids and adoption of resolution for award of Public Works Contract to Hansen Bros. Enterprises for the 2017 Storm Damage Repair Foote Road Location 1 and 2, FEMA Project Number PA-09-CA-4308- PW 00086.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☒Resolution ☒Agreement ☒Other
Bid Tabulation, Resolution and Public Works Contract

BACKGROUND INFORMATION: These are 2017 storm damage projects that are funded by the FEMA. Plans and Specifications were approved and bidding authorized by the Board of Supervisors on June 2, 2020. Bid opening was June 25, 2020 and five bids were received for these for project sites.

FUNDING SOURCE: FEMA Project Numbers PA-09-CA-4308- PW 00086
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: Road (031)
AMOUNT: $193,594 One Time Expense

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

FOR STORM DAMAGE REHABILITATION AT TWO LOCATIONS ON FOOTE ROAD
IN SIERRA COUNTY, NEAR ALLEGHANY, CA
FEMA Project Numbers PA-09-CA-4308- PW 00086

BID OPENING June 25, 2020 at 2:01 PM

Bidder		Bid Amount
Escheman Construction	Total Bid $407,630	1) $154,348.00
		2) $ 258, 282.00
AM Development Inc	Total Bid 445,271	1) $209,356.00
		2) $ 235, 915.00
Judd Brick Construction Inc	Total Bid $454,424	1) $ 186,313.00
		2 $ 268, 111.00
Hansen Bros Enterprises	Total Bid $193,594	1) $ 79,672.00
		2) $ 113, 922.00
MKD Construction Inc	Total Bid $548,965	1) $ 226, 870.00
		2) $ 322, 095.00

Opened
Witnessed:
Recorded:

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

IN THE MATTER OF AWARD OF CONTRACT TO
LOWEST QUALIFIED BIDDER FOR
2017 STORM DAMAGE REPAIR FOOTE ROAD LOCATION 1 AND 2
FEMA PROJECT NUMBER PA-09-CA-4308- PW 00086

RESOLUTION NO. 2020-_____

WHEREAS, the County of Sierra has heretofore called for sealed bids for the project referred to as the 2017 Storm Damage Repair Foote Road Location 1 and 2, FEMA Project Number PA-09-CA-4308- PW 00086; and,

WHEREAS, in response to the formal call for bids, five bids were received; and

WHEREAS, the contract shall be awarded to the lowest qualified responsible bidder; and

WHEREAS, bid opening was held at 2:01 p.m. on Thursday, June 25, 2020; and,

WHEREAS, after analysis of the bid it has been determined that Hansen Bros. Enterprises has submitted the lowest qualified bid.

NOW THEREFORE, BE IT RESOLVED THAT the award of contract to Hansen Bros. Enterprises is hereby approved.

BE IT FURTHER RESOLVED THAT the Director of Transportation is hereby granted authority to administratively approve construction change orders on the referenced contract as necessary, and within the confines of the funding, cumulative total of which is not to exceed 10% of the construction contract.

ADOPTED by the Board of Supervisors of the County of Sierra on the 7th day of July, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

COUNTY OF SIERRA

_____
JAMES BEARD, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____
DAVID PRENTICE
COUNTY COUNSEL

COUNTY OF SIERRA
PUBLIC WORKS CONTRACT
SHORT FORM

PARTIES

THIS CONTRACT, made this 7th day of July, 2020, by and between the COUNTY OF SIERRA, a political subdivision of the State of California, hereinafter referred to as **"County"** and **Hansen Bros. Enterprises**, hereinafter referred to as **"Contractor"**.

This contract is for the following project:

2017 Storm Damage Repair Foote Road

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

TERMS & CONDITIONS

1. SCOPE OF WORK:

The work to be performed includes but is not limited to provision of all equipment, materials, and labor necessary to perform and complete in a good and workmanlike manner, and in strict accordance with the Contract Documents as defined in Section 5 hereof, the work of:

Provision of all equipment, materials and labor necessary for the complete construction of *Project Description Here for both sites*

Provide all construction surveying and job site management
Roadway excavation
Install perforated and non-perforated pipe
Erosion control
Rock slope protection
Hydro seed
Install perforated and non-perforated pipe
Clean and remove all construction debris from construction sites.

2. CONTRACT TIME:

2.1 COMMENCEMENT AND COMPLETION

The Work shall be commenced on the date specified in the County's "Notice of Award to Contractor" and shall be fully completed no later than ***Forty-five (45)*** working days days thereafter, or such additional time as may have been provided by Change Order, pursuant to the Contract Documents.

2.2 TIME IS OF THE ESSENCE

Time is of the essence. If the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with the liquidated damages provision herein. A determination of whether delays were avoidable or not shall be made by County.

3. CONTRACT PRICE:

County shall pay Contractor for the full and complete performance of this Contract the sum of **One Hundred Ninety Three Thousand Five Hundred Ninety Four Dollars** (**$193,594**).

The contract price may be adjusted only as provided in the Contract Documents and only upon the express written approval of the County Board of Supervisors or the County Director of Transportation and in the event of any such adjustment, the Contractor agrees that the maximum adjustment to be attributable to his overhead and profit shall not exceed fifteen percent (15%) of the actual costs to Contractor for any additional work encompassed by any such adjustment, in accordance with the General Conditions.

4. PAYMENTS:

4.1 PROGRESS PAYMENTS

Where the work is anticipated to require more than forty-five (45) days to complete, Contractor may apply for progress payments on a monthly basis. Monthly progress payments shall be made in accordance with the General Conditions of these Contract Documents, subject to a five percent (5%) withhold as specified therein Contractor shall submit a signed application for payment covering the work completed to that date and accompanied by supporting documentation to County's satisfaction. Progress payments will be in an amount equal to ninety five percent (95%) of the work completed.

4.2 FINAL PAYMENT

Payment in full for the completed project will not be due until at least thirty (30) days after filing of the Notice of Completion with the County Clerk. Acceptance of final payment will be deemed a waiver of all claims except those which were timely made pursuant to the claim's provisions of this contract. Final payment shall be made in accordance with the General Conditions of these Contract Documents.

4.3 INVOICE CONTENT

Invoices or applications for payment to the County shall be detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without

adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

4.4 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the County of any and all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and/or neglect of the County or others relating to or arising from the Work, to the full extent authorized by Public Contracts Code Section 7100. No payment, however, final or otherwise, shall operate to release the Contractor of his sureties from any obligations under this Contract or the Performance and Payment Bonds required by this Contract, or the guarantees and warranties required by the Contract Documents, or the bond securing the same.

5. CONTRACT DOCUMENTS:

The contract documents comprise the entire agreement between the parties and may be amended only by writing signed by both parties or by written change order. The contract documents shall include this contract, plans and specifications, bidding documents, addenda thereto, all proposals submitted by Contractor, the general conditions attached hereto and special, and/or supplementary conditions issued by the County. In the case of ambiguity or conflict, the documents shall be given the following priority:

This Agreement
Contract Drawings
Technical Specifications
Duly issued Addenda
General and/or Special Conditions
Supplementary conditions, if any
Duly issued Clarifications and Field Orders
Duly issued Work Authorizations
Duly issued Change Orders
Supplemental Drawings issued pursuant to Article 4 of the General Conditions
Initial Submittals approved pursuant to Article 3 and all other
submittals approved pursuant to the General Conditions.
Contractor's Bid Proposal Contractor's Guarantee and Bond
Designation of Subcontractors
Performance Bond
Payment Bond

Such documents, collectively referred to as the "Contract Documents", are hereby incorporated herein by this reference and made a part hereof.

6. PERFORMANCE AND LABOR & MATERIAL BONDS:

Pursuant to the provisions of the California Civil Code Section 9550, for projects in excess

of twenty five thousand dollars ($25,000), the Contractor shall, prior to the performance of any work covered by this Contract, provide to County in such form as may be acceptable to County, a "performance bond" guaranteeing the faithful and timely performance of the work to be performed under this Contact and guaranteeing the work for a period of one full year from the date of the completion of the work (which shall be evidenced by the filing of a notice of completion by County) and a separate "labor and material bond" guaranteeing payment to any laborer, subcontractor and/or material supplier for the work under this Contract. The amount of each of these bonds shall be in accordance with the General Conditions to the Contract.

7. REPRESENTATIONS BY CONTRACTOR:

The Contractor hereby represents that before bidding, he carefully examined the Drawings and Project Manual, visited the Site of the Work and fully informed himself as to all existing conditions at the Site and limitations of information provided by the County regarding the Site.

The Contractor further represents that he has satisfied himself as to the nature and location of the Work, the general and local conditions, conditions of the Site, availability of labor, materials on the Site, the kind of equipment needed, the requirements of various trades or crafts needed to perform the Work and all other matters which in any way affect the Work or cost. The Contractor agrees that his failure to acquaint himself with all available information concerning conditions shall not relieve him from his bid or his responsibility for estimating properly the difficulties or cost of the Work, or the requirements for any trade, craft or portion of the Work.

The Contractor further represents that the Contract Price shall include everything necessary for the completion of Work and of fulfillment of this Agreement for Construction within the time specified hereby, including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities, and all management, superintendence, labor, and services. The Contract Price includes allowance for all Federal, State and local taxes and payment of the prevailing wages required by applicable law and/or the General Conditions.

8. AMENDMENT:

This Contract may only be amended by a written amendment which shall require the formal approval of the Board of Supervisors. No County officer, agent or representative shall have the authority to amend this Contract.

9. DELAY:

The Contractor specifically acknowledges and agrees that a time extension is his sole remedy for delays caused by the County, and agrees to make no claim for additional damages for such delay. Contractor shall be entitled to a price adjustment with such time extension Change Order, but such price adjustment shall be limited to his direct additional costs to perform the Contract, subject to the General Conditions, and subject to verification by the County.

Processing of Submittals, Clarifications and other information by the County within the time specified in the Contract Documents shall in no event constitute a County-caused delay.

10. NOTICES:

Any notice, demand, request, consent, approval or communication that any party desires or is required to give any other party shall be in writing and either served personally or sent by pre-paid first-class mail. Any such writing shall be addressed as follows:

COUNTY

Tim H. Beals, Project Director
Sierra County Department of Public Works
Post Office Box 98
Downieville, CA 95936

PROJECT MANAGER

Bryan Davey
Sierra County
P.O. Box 98
Downieville, CA 95936

PROJECT CONTRACTOR

Jeff Hansen
Hansen Bros. Enterprises
PO BOX 1599
Grass Valley, CA 95945

11. LIQUIDATED DAMAGES:

If the Work is not completed by Contractor in the time specified in Section 2 of the Agreement for Construction, or within any period of extension authorized pursuant to a duly issued Change Order, Contractor acknowledges and admits that the County will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and the County that the Contractor shall pay to the County as fixed and liquidated damages, and not as a penalty, a sum equal to one-half of one percent of the contract price, or the sum of **Eighteen Hundred Ten** dollars **($1,810.00)**, whichever is greater, for each calendar day of delay until the Work is completed and accepted, and that both Contractor and Contractor's surety shall be liable for the total amount thereof, and that the County may deduct said sums from any monies due or that may become due to Contractor, prior to determining the final amount due to Contractor.

This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only delays found by the Board of Supervisors to be unavoidable pursuant to the General Conditions, or time extensions granted in writing by the Board of Supervisors.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

COUNTY OF SIERRA

By _____
JAMES BEARD
Chairman of the Board of Supervisors

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
DAVID PRENTICE
County Counsel

CONTRACTOR

By_____
Official Title

License Number_____

(CORPORATE SEAL)

_____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Contract; that _____, who signed said Contract on behalf of said Corporation is authorized to fully bind the corporation to this Agreement; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

_____
(Secretary)

(CORPORATE SEAL)

PART 3 - GENERAL CONDITIONS

GENERAL CONDITIONS

1. CHANGES IN THE WORK:

County may order additions, deletions or revisions in the work which shall be authorized by written change order. Circumstances may occur where Contractor may need to apply for a change in the contract. Such changes must be applied for in writing in advance by Contractor and approved prior to doing of the additional work. Changes in contract price due to change orders shall be established either by (1) unit prices (where bidding was done by unit price), (2) based on the actual cost of the work (including but not limited to all labor and materials) plus an amount not to exceed 15 percent (15%) for overhead and profit together, or (3) by mutual acceptance of a lump sum.

2. BONDS:

A. For projects involving more than $25,000 the contractor shall furnish two bonds each in the amount of 100 percent (100%) of the contract price, one as security for the faithful performance of the work, and the other as security for the faithful payment and satisfaction of all persons furnishing materials and performing labor for the project. The labor and materials bonds shall remain in effect until the recording of a Notice of Completion. The performance bond shall remain in effect until the running of the warranty period. The bonds shall be issued by a corporation duly licensed to transact surety business in California. The bonds must be executed by a duly licensed surety company and accompanied by a certified copy of the authority to act and shall be on the form provided by County.

B. In the event of a default by contractor, County shall notify contractor of the specifics of the default and shall extend a reasonable time to contractor to cure same or to pay such damages as County may reasonably assess under the terms of the Public Works Contract. County shall not release the bonds or security until contractor has fully performed under the contract. If contractor fails to promptly cure any breach or to pay such damages as may have been reasonably assessed after notification of the breach and/or of the assessment of damages, County shall proceed to sell the securities and/or make demand on the bonds.

C. County reserves the right to accept or to reject the tender of any bond or security as being sufficient to protect the interest of the County.

3. CONTRACTOR LIABILITY AND INSURANCE:

Contractor shall be liable for all damages and injury which shall be caused to County or any other property on or in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this contract. Contractor shall purchase and maintain such commercial general liability and other insurance as is appropriate and/or as may be required in the special conditions, for the work being performed and furnished and which will provide complete protection to County, and shall be at least as broad as CG 20 01 04 13. Said policies shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. At a minimum Contractor shall provide and maintain a policy of commercial general liability insurance in a combined single limit of two million dollars ($2,000,000.00) and Worker's Compensation Insurance.

County shall be designated as a named insured on the Contractor's insurance and a certificate of insurance and endorsements shall be provided by Contractor prior to commencement of work. Contractor must provide the full coverage and full limits available to the Contractor as the named insured to the County as a named insured. Coverage under the policy available to the County must be either the minimum required under the contract or the maximum available to the Contractor as the named insured, whichever is greater and shall be at least as broad as CG 20 01 04 13. Contractor must provide the stated required insurance for a period of 3 years beyond work completion.

Contractor shall also purchase and maintain property insurance upon the work or equipment and supplies stored at the site, if any, to the full insurable value thereof. All policies of insurance shall contain a provision that the coverage will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to County.

The coverage under Contractor's policy shall be primary and non-contributory and verification from the insurer must be provided that they will not seek contribution from the County's insurance or self-insurance.

Contractor shall provide the applicable Certificate of Insurance with the following attachments:

a) Waiver of subrogation endorsement for Worker's Compensation
b) Additional Insured Endorsement for ongoing operations (CG 20 38)
c) Additional Insured Endorsement for completed operations exposures such as construction, repair, or maintenance operations (CG 20 37.)
d) A copy of the Declarations & Policy Endorsements page for the General Liability (GL) policy.

Where the services to be provided under this contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars ($1,000,000.00).

4. RISK OF LOSS:

Liability for loss or damage to equipment, materials, work completed or services occurring on or off the site shall be the responsibility of Contractor. Liability for completed work shall not be assumed by County until both the work has been completed and County has accepted the work as complete.

5. MATERIALS AND EQUIPMENT:

All material and equipment shall be of good quality and new unless the contract provides otherwise. Whenever materials or equipment are specified or described in the contract documents by using the name of a proprietary item or a particular supplier, it is intended to establish the type, function and quality required. Any substitutions must be expressly consented to by County in advance of installation or use.

Where applicable, Contractor shall deliver all manufacturer's operating and maintenance instructions to County prior to receipt of final payment.

6. WARRANTY AND CORRECTION PERIOD:

If within one year after the date of completion and County's acceptance of the work or such longer period of time as may be prescribed by law or regulations or by the terms of any applicable special guarantee required by the contract documents any work is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instruction, either correct such defective work, or, if it has been rejected by County, remove it from the site and replace it with non-defective work. If Contractor is unable to promptly and properly correct any defective work, County may at its option have the work corrected by such other means as County deems appropriate and hold Contractor liable for all direct, indirect and consequential costs caused by such defective work. Said warranty shall apply to all work found to be "defective" which is attributable to the quality or quantity of the materials used, the quality of the workmanship or for lack of proper performance under the contract. The warranty obligation shall not limit the County's right to otherwise seek damages in the event of any failure by Contractor to properly perform under this Agreement.

7. PERMITS AND TAXES:

Unless otherwise provided in the special contract provisions, Contractor shall obtain and pay for all construction permits, licenses or other permits necessary to complete the work and shall be liable for all governmental charges, inspection fees, utility connection charges, sales, consumer, use and other taxes.

8. INDEMNIFICATION:

Contractor shall fully indemnify, hold harmless and defend County and its consultants, agents, officers and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential arising out of or resulting from the negligent performance of the work

herein or willful misconduct by Contractor.

9. SUSPENSION OF WORK:

County may, at any time and without cause, suspend the work or any portion thereof for a reasonable period of time by notice in writing to Contractor.

10. TERMINATION:

Except as limited by law or regulation, County may terminate this contract upon the occurrence of any one or more of the following events.

A. If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

B. If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

C. If Contractor makes a general assignment of its obligations and/or compensation under this Agreement;

D. If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;

E. If Contractor admits in writing an inability to pay its debts generally as they become due;

F. If Contractor persistently fails to perform the work in accordance with the contract documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the time schedule);

G. If Contractor disregards ordinances, laws or regulations of any public body having jurisdiction;

H. If Contractor disregards the authority of County's supervisory staff, and, in particular, the Contract Administrator;

I. If Contractor otherwise violates in any substantial way any provisions of the contract documents.

County may, after giving Contractor seven days' written notice, terminate the services of Contractor, exclude Contractor from the site and take possession of the work, incorporate in the work all materials and equipment stored at the site or for which County has paid Contractor but which are stored elsewhere, and finish the work as County may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct, indirect and consequential costs of completing the work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to County. When exercising any rights or remedies under this paragraph, County shall not be required to obtain the lowest price for the work performed. Where Contractor's services have been so terminated by County, the termination will not affect any rights or remedies of County against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by County will not release Contractor from liability.

Upon seven days' written notice to Contractor, County may, without cause and without prejudice to any other right or remedy, elect to abandon the work and terminate the Contract. In such case, Contractor shall be paid for all work executed and any actual expense sustained.

11. SUPERVISION AND CLAIMS DETERMINATIONS:

11.1 CONTRACT ADMINISTRATOR

County may appoint staff or hire professional services for supervision and administration, at its election. Said person is hereinafter referred to as "Contract Administrator". Upon the appointment of any such Contract Administrator the County shall promptly notify Contract of such action. The Contract Administrator is delegated authority to determine the amount, quality, acceptability and fitness of the work, materials and equipment to be paid for under this contract, to decide for County all questions relative to contract interpretation, to reject or condemn all work or material which does not conform to the terms of this contract and to review and make a final determination on all claims submitted to County. In the absence of an appointment of a Contract Administrator, the County Director of Public Works shall perform these functions.

11.2 WRITTEN CLARIFICATION

If there is an ambiguity in the contract documents, Contractor shall request an interpretation from the Contract Administrator. Contractor Administrator shall issue a written clarification or interpretation. If Contractor believes that a written clarification or interpretation justifies an increase in the contract price or an extension of the contract time and the parties are unable to agree on the amount or extent thereof, Contractor may make a claim therefore.

11.3 CHANGE ORDER

The Contract Administrator may authorize or require variations in the work from

the requirements of the contract documents so long as it is in writing. Contractor shall perform the work involved promptly. If Contractor believes that such a change order justifies an increase in the contract price or an extension of the contract time and the County and Contractor are unable to agree as to the amount or extent thereof, Contractor may make a claim therefore.

11.4 UNIT PRICING

If the contract was based on unit pricing, the Contract Administrator will determine the actual quantities and classifications of unit price work. The Contract Administrator's written decisions thereon will be final and binding upon Contractor unless Contractor delivers to Contract Administrator written notice that Contractor disputes said decision and the reasons therefore as required below.

11.5 CLAIM PROCEDURE

For purposes of this paragraph, "claim" shall be defined as set forth in Public Contracts Code Section 20104(b)(2). Claims shall be presented in writing and include the documents necessary to substantiate the claim. Claims must be filed with the Contract Administrator no later than thirty (30) days after the occurrence of the event giving rise thereto or denial of the change order, whichever occurs last. The form of said claims shall be the same as is required by Government Code Sections 910 and 910.2.

11.6 CLAIMS UNDER $50,000

If the claim is under $50,000, County shall respond in writing to Contractor within forty-five (45) days of receipt of Contractor's claim or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the County may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to Public Contracts Code Section 20104.2, upon mutual agreement of the County and the Contractor. The County's written response to the claim, as further documented, shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

11.7 CLAIMS OVER $50,000

For claims over $50,000 and less than or equal to $375,000, County shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the County may have against Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to Public Contracts Code Section 20104.2, upon mutual agreement of County and Contractor. The County's written response to the claim, as further documented, shall be submitted to Contractor within thirty (30) days after receipt of the further

documentation, or within a period of time no greater than that taken by Contractor in producing the additional information or requested documentation, whichever is greater.

11.8 MEET AND CONFER

If Contractor disputes County's written response, or County fails to respond within the time prescribed above, Contractor may so notify County, in writing, either within 15 days of receipt of County's response or within fifteen (15) days of County's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer with such County representatives as the Board of Supervisors directs for settlement of the issues in dispute. Upon such demand, County shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

11.9 APPEAL TO BOARD OF SUPERVISORS

If following the meet and confer conference the claim or any portion remains in dispute, if Contractor desires to pursue Contractor's claim/demand for further compensation, Contractor shall be required to file a claim with the Board of Supervisors pursuant to procedures set out in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. All claims filed with the Board of Supervisors pursuant to the Government Code shall be filed within ninety (90) days of the denial of the original claim by the County representative. The running of the period of time within which a claim under the Government Code must be filed shall be tolled by any period of time utilized by the meet and confer conference. Any lawsuit which Contractor intends to bring with respect to any claim filed pursuant to the Government Code which claim has been denied by County must be commenced not later than six months after the recording of the notice of completion or not later than six months after the date final payment is deposited in the mail or personally delivered, whichever date comes first.

11.10 DOCUMENTATION

For every claim that Contractor makes, it shall provide the following documentation upon request of County as a condition precedent to consideration of the claim: Contractor's bidding calculations forms, cost estimates, time sheets, trend reports, job cost analysis records, labor records, as-built documents, any other records used by Contractor in arriving at its bid price, and any other documents or records kept by Contractor during the course of construction. In the event that claims are made, Contractor agrees that County shall have the right to conduct a complete audit of the books and records of Contractor relating to this project and any books and records relating to overhead, profit or general office expenses charged to this project.

11.11 CONTRACT ADMINISTRATOR NOT RESPONSIBLE

Notwithstanding the above, Contract Administrator shall not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction or the

safety precautions and programs incident thereto and will not be responsible for Contractor's failure to perform or furnish the work in accordance with the contract documents. Contract Administrator shall also not be responsible for the acts or omissions of Contractor or of any subcontractor, any supplier, or any other person or organization performing or furnishing any of the work.

12. PAYMENTS:

12.1 SCHEDULE OF VALUES

The schedule of values established for the work will serve as the basis for progress payments and will be incorporated into a form of application for payment acceptable to County. Progress payments on account of unit price work will be based on the number of units completed.

12.2 PROGRESS PAYMENT

Once each month County shall cause an estimate to be made covering the work completed as of the date of the estimate. No materials shall be paid for until incorporated into the work. The amount of retention with respect to progress payments will be five percent (5%).

12.3 AMOUNTS OF PROGRESS PAYMENTS

Prior to completion, progress payments will be in an amount equal to:

12.3.1 NINETY FIVE PERCENT (95%) OF COMPLETED WORK. Ninety percent (95%) of the work completed, and

12.3.2 NINETY PERCENT (95%) OF STORED MATERIALS. Where applicable pursuant to the above, ninety percent (95%) of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.

12.3.3 CONTRACT BALANCE. Thirty (30) days after recordation of a notice of completion by the County, County will pay an amount sufficient to increase total payments to Contractor to one hundred percent (100%) of the contract price, less such amounts as County shall determine in accordance with this contract. County reserves the right to retain such funds as it shall determine in accordance with the contract documents to complete the work.

12.3.4 ESCROWED SECURITY ALTERNATION. The Contractor may elect to receive one hundred percent 100% of payments due under this contract from time to time, without retention of any portion of the payment by the public agency, by depositing securities of equivalent value with County in accordance with the provisions of Section 4590 of the *California Government Code*. Securities eligible

for investment shall include those listed in Section 16430 of the *California Government Code*, or bank or savings and loan certificates of deposits. Such securities, if deposited by the bidder, shall be valued by County whose decision on the valuation of the securities shall be final. The bidder shall be the beneficial owner of any securities substituted for money withheld and shall receive any interest thereon. Said deposited funds shall be covered by an escrow agreement in a form approved by the County.

12.4 CONTRACTOR'S WARRANTY OF TITLE

Contractor warrants and guarantees that title to all work, materials and equipment covered by any application for payment, whether incorporated in the project or not, will pass to County no later than the time of payment free and clear of all liens.

12.5 PAYMENT OF PROGRESS PAYMENT

County will submit each progress pay estimate to Contractor. Upon receipt back from Contractor of a signed copy of the pay estimate, County shall process the pay estimate for payment. The amount approved by County will become due thirty (30) days after receipt of the signed progress pay estimate. Said payment shall be made by County to Contractor unless County has knowledge of claims or liens filed in connection with the work.

12.6 COUNTY'S RECOMMENDATION OF PAYMENT

By recommending any payment, Contractor cannot conclude that County represents that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the work in the contract documents or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by County or County to withhold payment to Contractor.

12.7 COUNTY MAY REFUSE TO MAKE PAYMENT

County may refuse to make payment of the full amount or any part if, in County's opinion, it would be incorrect to make such payment. County may also refuse to make any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in County's opinion to protect County from loss because:

12.7.1 DEFECTIVE WORK. The work is defective, or completed work has been damaged requiring correction or replacement,

12.7.2 REDUCTION IN PRICE. The contract price has been reduced by written amendment or change order,

12.7.3 REQUIRED CORRECTIONS. Contractor has been required to correct

defective work or complete work, or

12.7.4 SUSPENSION OR TERMINATION. Of County's actual knowledge of the occurrence of any of the events enumerated in paragraphs relating to suspension of work and termination.

12.7.5 LIENS OR CLAIMS. County may refuse to make payment of the full amount because claims have been made against County on account of Contractor's performance or furnishing of the work or liens have been filed in connection with the work or there are other items entitling County to a set-off against the amount recommended, but County must give Contractor immediate written notice stating the reasons for such action.

12.8 COMPLETION AND FINAL INSPECTION

When Contractor considers the entire work ready for its intended use, Contractor shall notify County in writing that the entire work is completed. Within a reasonable time thereafter, County and Contractor shall make an inspection of the work to determine the status of completion. If County does not consider the work complete, County will notify Contractor in writing giving the reasons therefor. If County considers the work incomplete, County will prepare and deliver a list of items to be completed or corrected before final payment. Contractor shall immediately take such measures as are necessary to complete or correct the listed items.

12.9 ACCEPTANCE AND FINAL APPLICATION FOR PAYMENT

After Contractor has completed all such measures to remedy deficiencies to the satisfaction of County and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents, property owner's releases and other documents, all as required by the contract documents, and after County has indicated that the work is acceptable, Contractor may make application for final payment. The final application for payment shall be accompanied by all documentation called for in the contract documents, together with complete and legally effective releases or waivers (satisfactory to County) of all liens and stop notices arising out of or filed in connection with the work. In lieu thereof and as approved by County, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which County or County's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any subcontractor or supplier fails to furnish are lease or receipt in full, Contractor may furnish a bond or other collateral satisfactory to County to indemnify County against any lien.

12.10 FINAL PAYMENT

If, on the basis of County's review of the final application for payment and

accompanying documentation, all as required by the contract documents, County is satisfied that Contractor's obligations under the contract documents have been fulfilled, County will, within ten days after receipt of the final application for payment, process the application for payment. Otherwise, County will return the application to Contractor, indicating in writing the reasons for refusing to make final payment, in which case Contractor shall make the necessary corrections and resubmit the application. Thirty (30) days after presentation to County of the application and accompanying documentation, in appropriate form and substance, or thirty (30) days after recording of a Notice of Completion, whichever date is later, the amount will become due and will be paid by County to Contractor.

12.11 CONTRACTOR'S CONTINUING OBLIGATION

Contractor's obligation to perform and complete the work in accordance with the contract documents shall be absolute. Neither the issuance of a certificate of substantial completion, nor any payment by County to Contractor under the contract documents, nor any use or occupancy of the work or any part thereof by County, nor any act of acceptance by County nor any failure to do so, nor any review and approval of a shop drawing or sample submission, nor the issuance of a notice of acceptability, nor any correction of defective work by County will constitute an acceptance of work not in accordance with the contract documents or a release of Contractor's obligation to perform the work in accordance with the contract documents.

13. ARBITRATION:

For claims under $375,000, County shall have the option of electing arbitration pursuant to Public Contracts Code Sections 10240, et seq. If County does not so elect, the provisions of Public Contracts Code Section 20104 shall apply. For claims which are above $375,000, the arbitration provisions of this contract are voluntary. Neither County nor Contractor shall be required to enter into arbitration for amounts above $375,000. Written consent of both parties to arbitrate such claims shall be a prerequisite to such arbitration. If the parties agree to arbitrate claims above $375,000, the provisions of Public Contracts Code Sections 10240, et seq. shall be utilized.

14. WORKER'S COMPENSATION CERTIFICATION:

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this contract.

15. PREVAILING WAGE RATES:

In accordance with the provisions of Section 1770 and 1773 of the Labor Code, the County of Sierra has determined the general prevailing rate of wages applicable to the work to be done. These rates are on file in the Department of Transportation. The Contractor shall post a copy of

the wage rates on the job site. Pursuant to California Labor Code Section 1775, Contractor shall forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft, and said amounts shall be distributed pursuant to the requirements of said Section 1775. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed.

In accordance with the provisions of Section 1813 of the California Labor Code, Contractor will be subject to the forfeiture of twenty-five dollars ($25) per worker employed in the execution of the contract by the Contractor or subcontractor for each day said worker is required or permitted to work in excess of eight hours in any one calendar day and/or forty hours in any calendar week, except as provided in Section 1815 of the California Labor Code.

16. EMPLOYMENT OF APPRENTICE LABOR:

Reference is hereby made to Section 1777.5 of the Labor Code of the State of California, which regulations shall govern the employment of apprentices on the work. Compliance with said Section shall be the responsibility of the Contractor.

17. COLLECTIVE BARGAINING AGREEMENTS:

Pursuant to California Labor Code Section 1773.8, Contractor shall pay travel and subsistence payments to any workers covered by applicable collective bargaining agreements which provide for such payments.

18. PAYROLL RECORDS:

Contractor shall be responsible for keeping accurate payroll records as required by California Labor Code Section 1776. Contractor is aware that a penalty of twenty-five dollars ($25.00) per day or portion thereof for each worker may be assessed for noncompliance with said section. Contractor shall forward to County a certified copy of each payroll record within ten days after close of each payroll period. An additional 10% retention may be withheld from any payment due for failure to provide same.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

19. EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION:

During the performance of this contract, the contractor agrees to abide by all provisions of Section 1735 of the California Labor Code, as amended, regarding nondiscrimination practices.

20. ASSIGNMENT:

No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

21. CONFLICT OF INTEREST RESTRICTIONS:

No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspecting, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the County who is authorized in such capacity and on behalf of the County who is in any legislative, executive, supervisor, or other similar function in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

22. WAIVER OF RIGHTS:

No action or lack of action on the part of County at any time to exercise any right or remedy conferred upon it under this contract shall be deemed to be a waiver on the part of the County of any of County's other rights or remedies.

23. SUCCESSORS IN INTEREST:

County and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the contract documents.

24. SEVERABILITY:

If any provision to this contract is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provisions, and the remainder of this contract shall not be affected by such declaration or finding and each provision not so affected shall be enforced to the fullest extent permitted by law.

25. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this

contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and cancelled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed.

26. NOTICE:

Notices shall be given to County at the following location:

If to "COUNTY":

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

With a copy to:

Director of Public Works
P.O. Box 98
Downieville, CA 95936

If to "CONTRACTOR":

Hansen Bros. Enterprises
PO BOX 1599
Grass Valley, CA 95945

27. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Sierra County, California.

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
July 7, 2020	☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Presentation of bids and adoption of resolution for award of Public Works Contract to Hansen Bros. Enterprises for the 2017 Storm Damage Repair Goodyears Creek Road FEMA Project Numbers PA-09-CA-4308- PW 00135.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☒Resolution ☒Agreement ☒Other
Bid Tabulation, Resolution and Public Works Contract

BACKGROUND INFORMATION: These are 2017 storm damage projects that are funded by the FEMA. Plans and Specifications were approved and bidding authorized by the Board of Supervisors on June 2, 2020. Bid opening was June 29, 2020 and two bids were received for these for project sites.

FUNDING SOURCE: FEMA Project Numbers PA-09-CA-4308- PW 00135
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: Road (031)
AMOUNT: $26,806.00 One Time Expense

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

FOR STORM DAMAGE REHABILITATION AT ONE LOCATION ON GOODYEARS CREEK ROAD
IN SIERRA COUNTY, NEAR GOODYEARS BAR, CA
FEMA Project Numbers PA-09-CA-4308- PW 00939

BID OPENING June 29, 2020 at 2:01 PM

Bidder	Bid Amount
Hansen Bros Enterprises	$ 26,806.00
Edward Navickis	$ 88,000.00

Opened
Witnessed:
Recorded:

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

IN THE MATTER OF AWARD OF CONTRACT TO
LOWEST QUALIFIED BIDDER FOR
2017 STORM DAMAGE REPAIR GOODYEARS CREEK ROAD
FEMA PROJECT NUMBERS PA-09-CA-4308- PW 00135

RESOLUTION NO. 2020-_____

WHEREAS, the County of Sierra has heretofore called for sealed bids for the project referred to as the 2017 Storm Damage Repair Goodyears Creek Road FEMA Project Numbers PA-09-CA-4308- PW 00135; and,

WHEREAS, in response to the formal call for bids, two bids were received; and

WHEREAS, the contract shall be awarded to the lowest qualified responsible bidder; and

WHEREAS, bid opening was held at 2:01 p.m. on Monday, June 29, 2020; and,

WHEREAS, after analysis of the bid it has been determined that Hansen Bros. Enterprises has submitted the lowest qualified bid.

NOW THEREFORE, BE IT RESOLVED THAT the award of contract to Hansen Bros. Enterprises is hereby approved.

BE IT FURTHER RESOLVED THAT the Director of Transportation is hereby granted authority to administratively approve construction change orders on the referenced contract as necessary, and within the confines of the funding, cumulative total of which is not to exceed 10% of the construction contract.

ADOPTED by the Board of Supervisors of the County of Sierra on the 7th day of July, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

COUNTY OF SIERRA

_____
JAMES BEARD, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____
DAVID PRENTICE
COUNTY COUNSEL

COUNTY OF SIERRA
PUBLIC WORKS CONTRACT
SHORT FORM

PARTIES

THIS CONTRACT, made this 7th day of July, 2020, by and between the COUNTY OF SIERRA, a political subdivision of the State of California, hereinafter referred to as **"County"** and Hansen Bros. Enterprises, hereinafter referred to as **"Contractor"**.

This contract is for the following project:

2017 Storm Damage Repair Goodyears Creek Road

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

TERMS & CONDITIONS

1. SCOPE OF WORK:

The work to be performed includes but is not limited to provision of all equipment, materials, and labor necessary to perform and complete in a good and workmanlike manner, and in strict accordance with the Contract Documents as defined in Section 5 hereof, the work of:

Provision of all equipment, materials and labor necessary for the complete construction of

1. Construction Surveying
2. Construction Area Signs
3. Traffic Control System
4. Job Site Management
5. Prepare Water Pollution Control Program
6. Clearing and Grubbing
7. Imported Borrow
8. Roadway Excavation
9. Embankment
10. Hydroseed
11. Mobilization
12. Clean and remove all construction debris from construction site.

2. CONTRACT TIME:

2.1 COMMENCEMENT AND COMPLETION

The Work shall be commenced on the date specified in the County's "Notice of Award to Contractor" and shall be fully completed no later than ***Ten (10)*** working days thereafter, or such additional time as may have been provided by Change Order, pursuant to the Contract Documents.

2.2 TIME IS OF THE ESSENCE

Time is of the essence. If the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with the liquidated damages provision herein. A determination of whether delays were avoidable or not shall be made by County.

3. CONTRACT PRICE:

County shall pay Contractor for the full and complete performance of this Contract the sum of **Twenty Six Thousand Eight and Six Dollars** ($**26,806.00**).

The contract price may be adjusted only as provided in the Contract Documents and only upon the express written approval of the County Board of Supervisors or the County Director of Transportation and in the event of any such adjustment, the Contractor agrees that the maximum adjustment to be attributable to his overhead and profit shall not exceed fifteen percent (15%) of the actual costs to Contractor for any additional work encompassed by any such adjustment, in accordance with the General Conditions.

4. PAYMENTS:

4.1 PROGRESS PAYMENTS

Where the work is anticipated to require more than forty-five (45) days to complete, Contractor may apply for progress payments on a monthly basis. Monthly progress payments shall be made in accordance with the General Conditions of these Contract Documents, subject to a five percent (5%) withhold as specified therein Contractor shall submit a signed application for payment covering the work completed to that date and accompanied by supporting documentation to County's satisfaction. Progress payments will be in an amount equal to ninety five percent (95%) of the work completed.

4.2 FINAL PAYMENT

Payment in full for the completed project will not be due until at least thirty (30) days after filing of the Notice of Completion with the County Clerk. Acceptance of final payment will be deemed a waiver of all claims except those which were timely made pursuant to the claim's provisions of this contract. Final payment shall be made in accordance with the General Conditions of these Contract Documents.

4.3 INVOICE CONTENT

Invoices or applications for payment to the County shall be detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

4.4 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the County of any and all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and/or neglect of the County or others relating to or arising from the Work, to the full extent authorized by Public Contracts Code Section 7100. No payment, however, final or otherwise, shall operate to release the Contractor of his sureties from any obligations under this Contract or the Performance and Payment Bonds required by this Contract, or the guarantees and warranties required by the Contract Documents, or the bond securing the same.

5. CONTRACT DOCUMENTS:

The contract documents comprise the entire agreement between the parties and may be amended only by writing signed by both parties or by written change order. The contract documents shall include this contract, plans and specifications, bidding documents, addenda thereto, all proposals submitted by Contractor, the general conditions attached hereto and special, and/or supplementary conditions issued by the County. In the case of ambiguity or conflict, the documents shall be given the following priority:

This Agreement
Contract Drawings
Technical Specifications
Duly issued Addenda
General and/or Special Conditions
Supplementary conditions, if any
Duly issued Clarifications and Field Orders
Duly issued Work Authorizations
Duly issued Change Orders
Supplemental Drawings issued pursuant to Article 4 of the General Conditions
Initial Submittals approved pursuant to Article 3 and all other
submittals approved pursuant to the General Conditions.
Contractor's Bid Proposal Contractor’s Guarantee and Bond
Designation of Subcontractors
Performance Bond
Payment Bond

Such documents, collectively referred to as the “Contract Documents”, are hereby

incorporated herein by this reference and made a part hereof.

6. PERFORMANCE AND LABOR & MATERIAL BONDS:

Pursuant to the provisions of the California Civil Code Section 9550, for projects in excess of twenty five thousand dollars ($25,000), the Contractor shall, prior to the performance of any work covered by this Contract, provide to County in such form as may be acceptable to County, a "performance bond" guaranteeing the faithful and timely performance of the work to be performed under this Contact and guaranteeing the work for a period of one full year from the date of the completion of the work (which shall be evidenced by the filing of a notice of completion by County) and a separate "labor and material bond" guaranteeing payment to any laborer, subcontractor and/or material supplier for the work under this Contract. The amount of each of these bonds shall be in accordance with the General Conditions to the Contract.

7. REPRESENTATIONS BY CONTRACTOR:

The Contractor hereby represents that before bidding, he carefully examined the Drawings and Project Manual, visited the Site of the Work and fully informed himself as to all existing conditions at the Site and limitations of information provided by the County regarding the Site.

The Contractor further represents that he has satisfied himself as to the nature and location of the Work, the general and local conditions, conditions of the Site, availability of labor, materials on the Site, the kind of equipment needed, the requirements of various trades or crafts needed to perform the Work and all other matters which in any way affect the Work or cost. The Contractor agrees that his failure to acquaint himself with all available information concerning conditions shall not relieve him from his bid or his responsibility for estimating properly the difficulties or cost of the Work, or the requirements for any trade, craft or portion of the Work.

The Contractor further represents that the Contract Price shall include everything necessary for the completion of Work and of fulfillment of this Agreement for Construction within the time specified hereby, including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities, and all management, superintendence, labor, and services. The Contract Price includes allowance for all Federal, State and local taxes and payment of the prevailing wages required by applicable law and/or the General Conditions.

8. AMENDMENT:

This Contract may only be amended by a written amendment which shall require the formal approval of the Board of Supervisors. No County officer, agent or representative shall have the authority to amend this Contract.

9. DELAY:

The Contractor specifically acknowledges and agrees that a time extension is his sole remedy for delays caused by the County, and agrees to make no claim for additional damages for such delay. Contractor shall be entitled to a price adjustment with such time extension Change

Order, but such price adjustment shall be limited to his direct additional costs to perform the Contract, subject to the General Conditions, and subject to verification by the County.

Processing of Submittals, Clarifications and other information by the County within the time specified in the Contract Documents shall in no event constitute a County-caused delay.

10. NOTICES:

Any notice, demand, request, consent, approval or communication that any party desires or is required to give any other party shall be in writing and either served personally or sent by pre-paid first-class mail. Any such writing shall be addressed as follows:

COUNTY

Tim H. Beals, Project Director
Sierra County Department of Public Works
Post Office Box 98
Downieville, CA 95936

PROJECT MANAGER

Bryan Davey
Sierra County
P.O. Box 98
Downieville, CA 95936

PROJECT CONTRACTOR

Jeff Hansen
Hansen Bros. Enterprises
PO BOX 1599
Grass Valley, CA 95945

11. LIQUIDATED DAMAGES:

If the Work is not completed by Contractor in the time specified in Section 2 of the Agreement for Construction, or within any period of extension authorized pursuant to a duly issued Change Order, Contractor acknowledges and admits that the County will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and the County that the Contractor shall pay to the County as fixed and liquidated damages, and not as a penalty, a sum equal to one-half of one percent of the contract price, or the sum of **Three Hundred** dollars **($300.00)**, whichever is greater, for each calendar day of delay until the Work is completed and accepted, and that both Contractor and Contractor's surety shall be liable for the total amount thereof, and that the County may deduct said sums from any monies due or that may become due to Contractor, prior to determining the final amount due to Contractor.

This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only delays found by the Board of Supervisors to be unavoidable pursuant to the General Conditions, or time extensions granted in writing by the Board of Supervisors.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

COUNTY OF SIERRA

By _____
JAMES BEARD
Chairman of the Board of Supervisors

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
DAVID PRENTICE
County Counsel

CONTRACTOR

By_____
Official Title

License Number_____

(CORPORATE SEAL)

_____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Contract; that _____, who signed said Contract on behalf of said Corporation is authorized to fully bind the corporation to this Agreement; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

_____
(Secretary)

(CORPORATE SEAL)

PART 3 - GENERAL CONDITIONS

GENERAL CONDITIONS

1. CHANGES IN THE WORK:

County may order additions, deletions or revisions in the work which shall be authorized by written change order. Circumstances may occur where Contractor may need to apply for a change in the contract. Such changes must be applied for in writing in advance by Contractor and approved prior to doing of the additional work. Changes in contract price due to change orders shall be established either by (1) unit prices (where bidding was done by unit price), (2) based on the actual cost of the work (including but not limited to all labor and materials) plus an amount not to exceed 15 percent (15%) for overhead and profit together, or (3) by mutual acceptance of a lump sum.

2. BONDS:

A. For projects involving more than $25,000 the contractor shall furnish two bonds each in the amount of 100 percent (100%) of the contract price, one as security for the faithful performance of the work, and the other as security for the faithful payment and satisfaction of all persons furnishing materials and performing labor for the project. The labor and materials bonds shall remain in effect until the recording of a Notice of Completion. The performance bond shall remain in effect until the running of the warranty period. The bonds shall be issued by a corporation duly licensed to transact surety business in California. The bonds must be executed by a duly licensed surety company and accompanied by a certified copy of the authority to act and shall be on the form provided by County.

B. In the event of a default by contractor, County shall notify contractor of the specifics of the default and shall extend a reasonable time to contractor to cure same or to pay such damages as County may reasonably assess under the terms of the Public Works Contract. County shall not release the bonds or security until contractor has fully performed under the contract. If contractor fails to promptly cure any breach or to pay such damages as may have been reasonably assessed after notification of the breach and/or of the assessment of damages, County shall proceed to sell the securities and/or make demand on the bonds.

C. County reserves the right to accept or to reject the tender of any bond or security as being sufficient to protect the interest of the County.

3. CONTRACTOR LIABILITY AND INSURANCE:

Contractor shall be liable for all damages and injury which shall be caused to County or any other property on or in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this contract. Contractor shall purchase and maintain such commercial general liability and other insurance as is appropriate and/or as may be required in the special conditions, for the work being performed and furnished and which will provide complete protection to County, and shall be at least as broad as CG 20 01 04 13. Said policies shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. At a minimum Contractor shall provide and maintain a policy of commercial general liability insurance in a combined single limit of two million dollars ($2,000,000.00) and Worker's Compensation Insurance.

County shall be designated as a named insured on the Contractor's insurance and a certificate of insurance and endorsements shall be provided by Contractor prior to commencement of work. Contractor must provide the full coverage and full limits available to the Contractor as the named insured to the County as a named insured. Coverage under the policy available to the County must be either the minimum required under the contract or the maximum available to the Contractor as the named insured, whichever is greater and shall be at least as broad as CG 20 01 04 13. Contractor must provide the stated required insurance for a period of 3 years beyond work completion.

Contractor shall also purchase and maintain property insurance upon the work or equipment and supplies stored at the site, if any, to the full insurable value thereof. All policies of insurance shall contain a provision that the coverage will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to County.

The coverage under Contractor's policy shall be primary and non-contributory and verification from the insurer must be provided that they will not seek contribution from the County's insurance or self-insurance.

Contractor shall provide the applicable Certificate of Insurance with the following attachments:

a) Waiver of subrogation endorsement for Worker's Compensation
b) Additional Insured Endorsement for ongoing operations (CG 20 38)
c) Additional Insured Endorsement for completed operations exposures such as construction, repair, or maintenance operations (CG 20 37.)
d) A copy of the Declarations & Policy Endorsements page for the General Liability (GL) policy.

Where the services to be provided under this contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars ($1,000,000.00).

4. RISK OF LOSS:

Liability for loss or damage to equipment, materials, work completed or services occurring on or off the site shall be the responsibility of Contractor. Liability for completed work shall not be assumed by County until both the work has been completed and County has accepted the work as complete.

5. MATERIALS AND EQUIPMENT:

All material and equipment shall be of good quality and new unless the contract provides otherwise. Whenever materials or equipment are specified or described in the contract documents by using the name of a proprietary item or a particular supplier, it is intended to establish the type, function and quality required. Any substitutions must be expressly consented to by County in advance of installation or use.

Where applicable, Contractor shall deliver all manufacturer's operating and maintenance instructions to County prior to receipt of final payment.

6. WARRANTY AND CORRECTION PERIOD:

If within one year after the date of completion and County's acceptance of the work or such longer period of time as may be prescribed by law or regulations or by the terms of any applicable special guarantee required by the contract documents any work is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instruction, either correct such defective work, or, if it has been rejected by County, remove it from the site and replace it with non-defective work. If Contractor is unable to promptly and properly correct any defective work, County may at its option have the work corrected by such other means as County deems appropriate and hold Contractor liable for all direct, indirect and consequential costs caused by such defective work. Said warranty shall apply to all work found to be "defective" which is attributable to the quality or quantity of the materials used, the quality of the workmanship or for lack of proper performance under the contract. The warranty obligation shall not limit the County's right to otherwise seek damages in the event of any failure by Contractor to properly perform under this Agreement.

7. PERMITS AND TAXES:

Unless otherwise provided in the special contract provisions, Contractor shall obtain and pay for all construction permits, licenses or other permits necessary to complete the work and shall be liable for all governmental charges, inspection fees, utility connection charges, sales, consumer, use and other taxes.

8. INDEMNIFICATION:

Contractor shall fully indemnify, hold harmless and defend County and its consultants, agents, officers and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential arising out of or resulting from the negligent performance of the work

herein or willful misconduct by Contractor.

9. SUSPENSION OF WORK:

County may, at any time and without cause, suspend the work or any portion thereof for a reasonable period of time by notice in writing to Contractor.

10. TERMINATION:

Except as limited by law or regulation, County may terminate this contract upon the occurrence of any one or more of the following events.

A. If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

B. If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

C. If Contractor makes a general assignment of its obligations and/or compensation under this Agreement;

D. If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;

E. If Contractor admits in writing an inability to pay its debts generally as they become due;

F. If Contractor persistently fails to perform the work in accordance with the contract documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the time schedule);

G. If Contractor disregards ordinances, laws or regulations of any public body having jurisdiction;

H. If Contractor disregards the authority of County's supervisory staff, and, in particular, the Contract Administrator;

I. If Contractor otherwise violates in any substantial way any provisions of the contract documents.

County may, after giving Contractor seven days' written notice, terminate the services of Contractor, exclude Contractor from the site and take possession of the work, incorporate in the work all materials and equipment stored at the site or for which County has paid Contractor but which are stored elsewhere, and finish the work as County may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct, indirect and consequential costs of completing the work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to County. When exercising any rights or remedies under this paragraph, County shall not be required to obtain the lowest price for the work performed. Where Contractor's services have been so terminated by County, the termination will not affect any rights or remedies of County against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by County will not release Contractor from liability.

Upon seven days' written notice to Contractor, County may, without cause and without prejudice to any other right or remedy, elect to abandon the work and terminate the Contract. In such case, Contractor shall be paid for all work executed and any actual expense sustained.

11. SUPERVISION AND CLAIMS DETERMINATIONS:

11.1 CONTRACT ADMINISTRATOR

County may appoint staff or hire professional services for supervision and administration, at its election. Said person is hereinafter referred to as "Contract Administrator". Upon the appointment of any such Contract Administrator the County shall promptly notify Contract of such action. The Contract Administrator is delegated authority to determine the amount, quality, acceptability and fitness of the work, materials and equipment to be paid for under this contract, to decide for County all questions relative to contract interpretation, to reject or condemn all work or material which does not conform to the terms of this contract and to review and make a final determination on all claims submitted to County. In the absence of an appointment of a Contract Administrator, the County Director of Public Works shall perform these functions**.**

11.2 WRITTEN CLARIFICATION

If there is an ambiguity in the contract documents, Contractor shall request an interpretation from the Contract Administrator. Contractor Administrator shall issue a written clarification or interpretation. If Contractor believes that a written clarification or interpretation justifies an increase in the contract price or an extension of the contract time and the parties are unable to agree on the amount or extent thereof, Contractor may make a claim therefore.

11.3 CHANGE ORDER

The Contract Administrator may authorize or require variations in the work from

the requirements of the contract documents so long as it is in writing. Contractor shall perform the work involved promptly. If Contractor believes that such a change order justifies an increase in the contract price or an extension of the contract time and the County and Contractor are unable to agree as to the amount or extent thereof, Contractor may make a claim therefore.

11.4 UNIT PRICING

If the contract was based on unit pricing, the Contract Administrator will determine the actual quantities and classifications of unit price work. The Contract Administrator's written decisions thereon will be final and binding upon Contractor unless Contractor delivers to Contract Administrator written notice that Contractor disputes said decision and the reasons therefore as required below.

11.5 CLAIM PROCEDURE

For purposes of this paragraph, "claim" shall be defined as set forth in Public Contracts Code Section 20104(b)(2). Claims shall be presented in writing and include the documents necessary to substantiate the claim. Claims must be filed with the Contract Administrator no later than thirty (30) days after the occurrence of the event giving rise thereto or denial of the change order, whichever occurs last. The form of said claims shall be the same as is required by Government Code Sections 910 and 910.2.

11.6 CLAIMS UNDER $50,000

If the claim is under $50,000, County shall respond in writing to Contractor within forty-five (45) days of receipt of Contractor's claim or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the County may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to Public Contracts Code Section 20104.2, upon mutual agreement of the County and the Contractor. The County's written response to the claim, as further documented, shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

11.7 CLAIMS OVER $50,000

For claims over $50,000 and less than or equal to $375,000, County shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the County may have against Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to Public Contracts Code Section 20104.2, upon mutual agreement of County and Contractor. The County's written response to the claim, as further documented, shall be submitted to Contractor within thirty (30) days after receipt of the further

documentation, or within a period of time no greater than that taken by Contractor in producing the additional information or requested documentation, whichever is greater.

11.8 MEET AND CONFER

If Contractor disputes County's written response, or County fails to respond within the time prescribed above, Contractor may so notify County, in writing, either within 15 days of receipt of County's response or within fifteen (15) days of County's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer with such County representatives as the Board of Supervisors directs for settlement of the issues in dispute. Upon such demand, County shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

11.9 APPEAL TO BOARD OF SUPERVISORS

If following the meet and confer conference the claim or any portion remains in dispute, if Contractor desires to pursue Contractor’s claim/demand for further compensation, Contractor shall be required to file a claim with the Board of Supervisors pursuant to procedures set out in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. All claims filed with the Board of Supervisors pursuant to the Government Code shall be filed within ninety (90) days of the denial of the original claim by the County representative. The running of the period of time within which a claim under the Government Code must be filed shall be tolled by any period of time utilized by the meet and confer conference. Any lawsuit which Contractor intends to bring with respect to any claim filed pursuant to the Government Code which claim has been denied by County must be commenced not later than six months after the recording of the notice of completion or not later than six months after the date final payment is deposited in the mail or personally delivered, whichever date comes first.

11.10 DOCUMENTATION

For every claim that Contractor makes, it shall provide the following documentation upon request of County as a condition precedent to consideration of the claim: Contractor's bidding calculations forms, cost estimates, time sheets, trend reports, job cost analysis records, labor records, as-built documents, any other records used by Contractor in arriving at its bid price, and any other documents or records kept by Contractor during the course of construction. In the event that claims are made, Contractor agrees that County shall have the right to conduct a complete audit of the books and records of Contractor relating to this project and any books and records relating to overhead, profit or general office expenses charged to this project.

11.11 CONTRACT ADMINISTRATOR NOT RESPONSIBLE

Notwithstanding the above, Contract Administrator shall not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction or the

safety precautions and programs incident thereto and will not be responsible for Contractor's failure to perform or furnish the work in accordance with the contract documents. Contract Administrator shall also not be responsible for the acts or omissions of Contractor or of any subcontractor, any supplier, or any other person or organization performing or furnishing any of the work.

12. PAYMENTS:

12.1 SCHEDULE OF VALUES

The schedule of values established for the work will serve as the basis for progress payments and will be incorporated into a form of application for payment acceptable to County. Progress payments on account of unit price work will be based on the number of units completed.

12.2 PROGRESS PAYMENT

Once each month County shall cause an estimate to be made covering the work completed as of the date of the estimate. No materials shall be paid for until incorporated into the work. The amount of retention with respect to progress payments will be five percent (5%).

12.3 AMOUNTS OF PROGRESS PAYMENTS

Prior to completion, progress payments will be in an amount equal to:

12.3.1 NINETY FIVE PERCENT (95%) OF COMPLETED WORK. Ninety percent (95%) of the work completed, and

12.3.2 NINETY PERCENT (95%) OF STORED MATERIALS. Where applicable pursuant to the above, ninety percent (95%) of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.

12.3.3 CONTRACT BALANCE. Thirty (30) days after recordation of a notice of completion by the County, County will pay an amount sufficient to increase total payments to Contractor to one hundred percent (100%) of the contract price, less such amounts as County shall determine in accordance with this contract. County reserves the right to retain such funds as it shall determine in accordance with the contract documents to complete the work.

12.3.4 ESCROWED SECURITY ALTERNATION. The Contractor may elect to receive one hundred percent 100% of payments due under this contract from time to time, without retention of any portion of the payment by the public agency, by depositing securities of equivalent value with County in accordance with the provisions of Section 4590 of the *California Government Code*. Securities eligible

for investment shall include those listed in Section 16430 of the *California Government Code*, or bank or savings and loan certificates of deposits. Such securities, if deposited by the bidder, shall be valued by County whose decision on the valuation of the securities shall be final. The bidder shall be the beneficial owner of any securities substituted for money withheld and shall receive any interest thereon. Said deposited funds shall be covered by an escrow agreement in a form approved by the County.

12.4 CONTRACTOR'S WARRANTY OF TITLE

Contractor warrants and guarantees that title to all work, materials and equipment covered by any application for payment, whether incorporated in the project or not, will pass to County no later than the time of payment free and clear of all liens.

12.5 PAYMENT OF PROGRESS PAYMENT

County will submit each progress pay estimate to Contractor. Upon receipt back from Contractor of a signed copy of the pay estimate, County shall process the pay estimate for payment. The amount approved by County will become due thirty (30) days after receipt of the signed progress pay estimate. Said payment shall be made by County to Contractor unless County has knowledge of claims or liens filed in connection with the work.

12.6 COUNTY'S RECOMMENDATION OF PAYMENT

By recommending any payment, Contractor cannot conclude that County represents that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the work in the contract documents or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by County or County to withhold payment to Contractor.

12.7 COUNTY MAY REFUSE TO MAKE PAYMENT

County may refuse to make payment of the full amount or any part if, in County's opinion, it would be incorrect to make such payment. County may also refuse to make any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in County's opinion to protect County from loss because:

12.7.1 DEFECTIVE WORK. The work is defective, or completed work has been damaged requiring correction or replacement,

12.7.2 REDUCTION IN PRICE. The contract price has been reduced by written amendment or change order,

12.7.3 REQUIRED CORRECTIONS. Contractor has been required to correct

defective work or complete work, or

12.7.4 SUSPENSION OR TERMINATION. Of County's actual knowledge of the occurrence of any of the events enumerated in paragraphs relating to suspension of work and termination.

12.7.5 LIENS OR CLAIMS. County may refuse to make payment of the full amount because claims have been made against County on account of Contractor's performance or furnishing of the work or liens have been filed in connection with the work or there are other items entitling County to a set-off against the amount recommended, but County must give Contractor immediate written notice stating the reasons for such action.

12.8 COMPLETION AND FINAL INSPECTION

When Contractor considers the entire work ready for its intended use, Contractor shall notify County in writing that the entire work is completed. Within a reasonable time thereafter, County and Contractor shall make an inspection of the work to determine the status of completion. If County does not consider the work complete, County will notify Contractor in writing giving the reasons therefor. If County considers the work incomplete, County will prepare and deliver a list of items to be completed or corrected before final payment. Contractor shall immediately take such measures as are necessary to complete or correct the listed items.

12.9 ACCEPTANCE AND FINAL APPLICATION FOR PAYMENT

After Contractor has completed all such measures to remedy deficiencies to the satisfaction of County and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents, property owner's releases and other documents, all as required by the contract documents, and after County has indicated that the work is acceptable, Contractor may make application for final payment. The final application for payment shall be accompanied by all documentation called for in the contract documents, together with complete and legally effective releases or waivers (satisfactory to County) of all liens and stop notices arising out of or filed in connection with the work. In lieu thereof and as approved by County, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which County or County's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any subcontractor or supplier fails to furnish are lease or receipt in full, Contractor may furnish a bond or other collateral satisfactory to County to indemnify County against any lien.

12.10 FINAL PAYMENT

If, on the basis of County's review of the final application for payment and

accompanying documentation, all as required by the contract documents, County is satisfied that Contractor's obligations under the contract documents have been fulfilled, County will, within ten days after receipt of the final application for payment, process the application for payment. Otherwise, County will return the application to Contractor, indicating in writing the reasons for refusing to make final payment, in which case Contractor shall make the necessary corrections and resubmit the application. Thirty (30) days after presentation to County of the application and accompanying documentation, in appropriate form and substance, or thirty (30) days after recording of a Notice of Completion, whichever date is later, the amount will become due and will be paid by County to Contractor.

12.11 CONTRACTOR'S CONTINUING OBLIGATION

Contractor's obligation to perform and complete the work in accordance with the contract documents shall be absolute. Neither the issuance of a certificate of substantial completion, nor any payment by County to Contractor under the contract documents, nor any use or occupancy of the work or any part thereof by County, nor any act of acceptance by County nor any failure to do so, nor any review and approval of a shop drawing or sample submission, nor the issuance of a notice of acceptability, nor any correction of defective work by County will constitute an acceptance of work not in accordance with the contract documents or a release of Contractor's obligation to perform the work in accordance with the contract documents.

13. ARBITRATION:

For claims under $375,000, County shall have the option of electing arbitration pursuant to Public Contracts Code Sections 10240, et seq. If County does not so elect, the provisions of Public Contracts Code Section 20104 shall apply. For claims which are above $375,000, the arbitration provisions of this contract are voluntary. Neither County nor Contractor shall be required to enter into arbitration for amounts above $375,000. Written consent of both parties to arbitrate such claims shall be a prerequisite to such arbitration. If the parties agree to arbitrate claims above $375,000, the provisions of Public Contracts Code Sections 10240, et seq. shall be utilized.

14. WORKER'S COMPENSATION CERTIFICATION:

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this contract.

15. PREVAILING WAGE RATES:

In accordance with the provisions of Section 1770 and 1773 of the Labor Code, the County of Sierra has determined the general prevailing rate of wages applicable to the work to be done. These rates are on file in the Department of Transportation. The Contractor shall post a copy of

the wage rates on the job site. Pursuant to California Labor Code Section 1775, Contractor shall forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft, and said amounts shall be distributed pursuant to the requirements of said Section 1775. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed.

In accordance with the provisions of Section 1813 of the California Labor Code, Contractor will be subject to the forfeiture of twenty-five dollars ($25) per worker employed in the execution of the contract by the Contractor or subcontractor for each day said worker is required or permitted to work in excess of eight hours in any one calendar day and/or forty hours in any calendar week, except as provided in Section 1815 of the California Labor Code.

16. EMPLOYMENT OF APPRENTICE LABOR:

Reference is hereby made to Section 1777.5 of the Labor Code of the State of California, which regulations shall govern the employment of apprentices on the work. Compliance with said Section shall be the responsibility of the Contractor.

17. COLLECTIVE BARGAINING AGREEMENTS:

Pursuant to California Labor Code Section 1773.8, Contractor shall pay travel and subsistence payments to any workers covered by applicable collective bargaining agreements which provide for such payments.

18. PAYROLL RECORDS:

Contractor shall be responsible for keeping accurate payroll records as required by California Labor Code Section 1776. Contractor is aware that a penalty of twenty-five dollars ($25.00) per day or portion thereof for each worker may be assessed for noncompliance with said section. Contractor shall forward to County a certified copy of each payroll record within ten days after close of each payroll period. An additional 10% retention may be withheld from any payment due for failure to provide same.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

19. EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION:

During the performance of this contract, the contractor agrees to abide by all provisions of Section 1735 of the California Labor Code, as amended, regarding nondiscrimination practices.

20. ASSIGNMENT:

No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

21. CONFLICT OF INTEREST RESTRICTIONS:

No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspecting, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the County who is authorized in such capacity and on behalf of the County who is in any legislative, executive, supervisor, or other similar function in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

22. WAIVER OF RIGHTS:

No action or lack of action on the part of County at any time to exercise any right or remedy conferred upon it under this contract shall be deemed to be a waiver on the part of the County of any of County's other rights or remedies.

23. SUCCESSORS IN INTEREST:

County and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the contract documents.

24. SEVERABILITY:

If any provision to this contract is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provisions, and the remainder of this contract shall not be affected by such declaration or finding and each provision not so affected shall be enforced to the fullest extent permitted by law.

25. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this

contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and cancelled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed.

26. NOTICE:

Notices shall be given to County at the following location:

If to "COUNTY":

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

With a copy to:

Director of Public Works
P.O. Box 98
Downieville, CA 95936

If to "CONTRACTOR":

Jeff Hansen
Hansen Bros. Enterprises
PO BOX 1599
Grass Valley, CA 95945

27. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Sierra County, California.

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
July 7, 2020	☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Professional services agreement between Maureen F. Bauman, LCSW, MPA, and Sierra County to provide program oversight at the request of the Behavioral Health Clinical and Administrative Directors.

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

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $10,000.00 Annually

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Lea Salas, Administrative Director of Behavioral Health
Reference: Agenda Item
Date of memo: June 17, 2020
Date of Board Meeting: July 7, 2020

Requested Action: Professional services agreement between Maureen F. Bauman, LCSW, MPA, and Sierra County to provide program oversight at the request of the Behavioral Health Clinical and Administrative Directors.

Mandated by:

Funding
Budgeted? YesX No

Revenue	$10,000	**Mental Health**
Expenses	$10,000	**Mental Health**
Difference	0	

Background Information: This is a renewing agreement. Contractor was formerly the Director of the Placer County Health and Human Services Division of the Adult System of Care and Medical Clinics for approximately eighteen years, and worked in social services agencies at the county and local level for approximately thirty-six years. Based on that deep background knowledge of the fundamental mission and operational mechanics of behavioral health, public guardian, and social services, Contractor shall, at the request of the Behavioral Health Clinical and Administrative Directors, provide program oversight, functional restructure, including expanding the agreement with Placer County to include Medi-Cal billing. The maximum amount of this agreement remains unchanged.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: Sierra County would not be able to access this valuable resource.

AGREEMENT FOR
PROFESSIONAL
SERVICES

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and

Maureen Bauman Consulting LLC
(the CONTRACTOR)

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A," Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A," Provisions A-2 through A-3.

2. TERM.

Commencement Date: July 1, 2020

Termination Date: June 30, 2021

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B." The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B."

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A."

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C."

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

Administrative Director of Behavioral Health is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Maureen Bauman is the authorized representative for CONTRACTOR.

Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E - Form of Invoice
Attachment F – Business Associates Agreement

9. AGREEMENT DATE. The Agreement Date is July 1, 2020 as approved by the Sierra County Board of Supervisors.

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

"COUNTY"

COUNTY OF SIERRA

By_____
JIM BEARD
Chair, Board of Supervisors

"CONTRACTOR"

_____
MAUREEN F. BAUMAN, LCSW, MPA
Maureen Bauman Consulting LLC

CONTRACTOR TAXPAYER I.D. NUMBER

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

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
DAVID PRENTICE
County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

A. Operations Orientation

Contractor was formerly the Director of the Placer County Health and Human Services Division of the Adult System of Care and Medical Clinics for approximately eighteen years, and worked in social services agencies at the county and local level for approximately thirty-six years. Based on that deep background knowledge of the fundamental mission and operational mechanics of behavioral health, public guardian, and social services, Contractor shall, at the request of the Behavioral Health Clinical and Administrative Directors, provide program oversight to the Directors to better enable the Directors to understand and manage the complex structure and operational units, including:

Behavioral Health and Public Guardian

Mental Health Services

The Mental Health continuum includes crisis response, acute services, out-client services, patient's rights, peer support and family advocacy. The goal of these services is to provide treatment and support so that the client and their family can be provided services at the lowest level of care possible while they develop their natural supports in the community.

Substance Use Services

The Substance Use Services continuum includes residential, intensive-out-client and out client services, follow-up and recovery services to address addiction and to assist each person into long term recovery.

Analysis and Consultation on Financial Structure

Contractor shall, at the request of the Directors, provide analysis of the current fiscal structure of Behavioral Health and make recommendations to maximize federal and state reimbursements including expanding the agreement with Placer County to include Medi-Cal billing for the programs administered and managed by Behavioral Health for the Director's consideration.

A.2. TIME SERVICES RENDERED.

Work will begin immediately upon execution of this Agreement by the County. Thereafter, CONTRACTOR shall perform services in a diligent and timely manner.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY.

Copies of existing records and supporting documentation as necessary, e.g., departmental budgets and organizational charts, as necessary to perform all work.

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 **BASE CONTRACT FEE.** COUNTY shall pay CONTRACTOR a contract fee not to exceed $10,000.00 payable at the rate of $125.00 per hour. CONTRACTOR shall submit requests for payment (Invoice) on a monthly basis, invoicing for all work completed and delivered to the Director prior to the issuance of such Invoice. Invoice shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within fifteen (15) days after the Invoice is approved and accepted by the Auditor. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed $10,000.00 without an amendment to this Agreement approved by the Sierra County Board of Supervisors;

B.2 **MILEAGE.** (included in base contract fee)

B.3 **TRAVEL COSTS.** (included in base contract fee)

B.4 **AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended in writing by both parties in advance of performing additional services.

B.5 **SPECIAL CIRCUMSTANCES.** None.

B.6 **MAXIMUM CONTRACT AMOUNT.** The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	$10,000.00
B.2	Mileage	0
B.3	Travel Costs	0
B.4	Authorization Required	0
B.5	Special Circumstances	0
MAXIMUM CONTRACT AMOUNT		$10,000.00

ATTACHMENT C

ADDITIONAL PROVISIONS

[None}

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8 The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

Yes **D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars ($1,000,000) per occurrence and with not less than One Million Dollars ($1,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

___ **D.5.1.2** During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars ($1,000,000) per incident and One Million Dollars ($1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Twenty-five Thousand Dollars ($25,000). **(Waive For This Contract and Agreement)**

Yes **D.5.1.3** Comprehensive automobile liability insurance with minimum coverage of One Hundred Thousand Dollars ($100,000) per occurrence and with not less than One Hundred Thousand Dollars ($100,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

Yes **D.5.1.4** Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

County of Sierra
Auditor/Risk-Manager
P.O. Drawer 425
Downieville, CA 95936

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors.

D.7 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.8 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.9 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.10 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all

purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.13 TERMINATION. COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1.1 CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed One Thousand Dollars ($1,000). Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 MINOR AUDITOR REVISION. In the event the Sierra County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.19 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.20 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.20.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.20.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.21 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.22 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.23 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.24 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.25 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.26 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.27 VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Sierra, State of California.

D.28 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.29 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms

and conditions of this Agreement.

D.30 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.31 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.32 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.33 CONFLICT OF INTEREST.

D.33.1 LEGAL COMPLIANCE. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.33.2 ADVISEMENT. CONTRACTOR agrees that if any facts come to its attention which raises any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.33.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:
The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.34 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement

.**D.35 JOINT AND SEVERAL LIABILITY.** If any party consists of more than one person or entity, the

liability of each person or entity signing this Agreement shall be joint and several.

D.36 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

D.37 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":
Director
Sierra County Department of Human Services
202 Front St.
P.O. Box 1019
Loyalton, California, 96118

With a copy to:
County Counsel
County of Sierra
Post Office Drawn D
Downieville, CA 95936

If to "CONTRACTOR":
Maureen Bauman Consulting LLC
P.O. Box 4561
Auburn, CA 95604

Confidential- On File
(Taxpayers I.D. or Social Security No.)

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

Re:_____

STATEMENT OF ACCOUNT FOR
_____

BALANCE FORWARD $

_____

TOTAL CURRENT CHARGES:

Total $_____

ATTACHMENT E

SIERRA COUNTY

Business Associates Agreement

This Agreement is entered into this 1st day of July, 2020, by and between the County of Sierra doing business by and through the Sierra County Department of Health and Human Services (collectively referred to herein as the "County" and Maureen Bauman Consulting LLC (referred to herein as the "Business Associate")

Recitals

WHEREAS, County has heretofore or contemporaneously with the execution of this Agreement entered into an Agreement for Professional Services)the "Professional Services Agreement") whereby Business Associate provides certain services to County and its clients and citizens which involves the access and use of certain information pertaining to individuals which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-101 (referred to herein as "HIPAA") and the regulations adopted pursuant to the Act; and

WHEREAS, pursuant to the Professional Services Agreement County will make available and/or transfer to Business Associate, and/or Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the County; and

WHEREAS, such information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including without limitation, 45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 – 1320d-8] and the terms of this Agreement, or more stringent provisions of the law of the State of California and in accordance with The Sierra County Health and Human Services Information Security Policies Manual.

NOW THEREFORE, In consideration of the obligations, benefits and compensation provided to Business Associate under the provisions of the Professional Services Agreement and in order to ensure that said Agreement remains valid and complies with HIPAA, the parties agree as follows:

1. As used herein and with reference to the obligations under HIPAA, Protected Health Information ("PHI") shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials of any nature or form, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall include but not be limited to individually identifiable information received from or on behalf of the County as more fully defined in 45 CFR § 164.501, and any amendments thereto.

2. County shall provide to Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI and a copy of Sierra County Health and Human Services Information Security Policies Manual.

3. Business Associate agrees that it shall not receive, create, use or disclose PHI except as follows:
   a. (1)solely for meeting its obligations as set forth in the Professional Services Agreement and any other agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent

with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;

b. If necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, PHI may only be disclosed to another person/entity for such purposes if:

- Disclosure is required by law; or
- Where Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
- Person agrees to notify Business Associate of any breaches of confidentiality;

c. To permit Business Associate to provide data aggregation services relating to the health care operations of the County.

4. Business Associate and County agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.

5. Business Associate will establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI.

6. Business Associate agrees that it shall immediately report to County any unauthorized uses/disclosures of which it becomes aware, and shall take all reasonable steps to mitigate the potentially harmful effects of such breach.

7. Business Associate hereby indemnifies County and agrees to hold County harmless from and against any and all losses, expense, damage or injury that County may sustain as a result of, or arising out of, Business Associate's, or its agent's or subAgreementor's, unauthorized use or disclosure of PHI.

8. Business Associate shall be covered by comprehensive general liability insurance.

9. Business Associate shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents, and shall give prior notice to County of any subcontractors or agents who are to be given access to PHI.

10. Business Associate shall make all PHI and related information in its possession available as follows:

a. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524 and any subsequent amendments to the regulations;

b. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to account for disclosures of PHI in accordance with 45 CFR § 164.528 and any subsequent amendments to the regulations.

11. Business Associate shall make PHI available to County to fulfill County's obligation to amend PHI and related information in accordance with 45 CFR §164.526, and shall, as directed by County, incorporate any amendments or related statements into the information held by Business Associate and any subcontractors or agents.

12. Business Associate agrees to make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of County available to the U.S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the privacy regulations, and any amendments thereto.

13. Upon termination of this Agreement, Business Associate agrees, at the option of County, to return or destroy all PHI created or received from or on behalf of County. Business Associate agrees that it will not retain any copies of PHI except as required by law. If PHI is destroyed, Business Associate agrees to provide County with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, Business Associate agrees to extend the protections of this Agreement to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.

14. The PHI and any related information created or received from or on behalf of County is and shall remain the property of the County. Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.

15. Notwithstanding anything in this Agreement to the contrary, County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties if County determines that Business Associate has violated any material term of this Agreement. If County reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, County gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to County that it will no breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties. In the event of termination as described in this Paragraph, County shall have the right to contract for replacement service through another entity or provider, with Business Associate responsible for paying any difference in cost.

16. Notwithstanding any rights or remedies under this Agreement or provided by law, County retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Business Associate, any of its subcontractors or agents, or any third party who has received PHI from Business Associate.

17. This Agreement shall be binding on the parties and their successor, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

18. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.

19. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.

20. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To County: County Of Sierra
Department of Health and Human Services
P.O. Box 265
Loyalton, CA 96118

To Contractor: Maureen Bauman Consulting LLC
P.O. Box 4561
Auburn, CA 95604

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

"COUNTY"

COUNTY OF SIERRA

_____
Jim Beard, Chairman
Sierra County Board of Supervisors

ATTEST:

_____
Heather Foster
Clerk of the Board

"CONTRACTOR"

_____
Maureen F. Bauman, LCSW, MPA
Maureen Bauman Consulting LLC

APPROVED AS TO FORM:

_____
David Prentice
County Counsel

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

MEETING DATE: July 7, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Professional Services Agreement between Sierra County Office of Education and Sierra County Behavioral Health for Substance Abuse Prevention programs.

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

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: 5680
AMOUNT: $9,000.00 Annually

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Lea Salas, Administrative Director of Behavioral Health
Reference: Agenda Item
Date of memo: June 29, 2020
Date of Board Meeting: July 7, 2020

Requested Action: Professional Services Agreement between Sierra County Office of Education and Sierra County Behavioral Health for Substance Abuse Prevention programs.

Mandated by:

Funding
Budgeted? YesX No

Revenue	$9,000.00	**Substance Abuse Prevention and Treatment Grant**
Expenses	$9,000.00	**Substance Abuse Prevention and Treatment Grant**
Difference	0	

Background Information: This a renewing agreement. Sierra County Behavioral Health utilizes the Sierra County Office of Education (SCOE) to provide one adult advisor per chapter for oversight of the Drug/Alcohol prevention programs Friday Night Live, Club Live and Friday Night Live Kids. Historically teachers have held these positions of advisors. Having this agreement minimizes conflicts of retirement contributions for SCOE employees staffing Sierra County Behavioral Health prevention programs. The maximum amount of this agreement remains unchanged.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: Sierra County Behavioral Health would not be able to utilize the teachers that have historically held the positions of advisors.

AGREEMENT FOR
PROFESSIONAL
SERVICES

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and SIERRA COUNTY OFFICE OF EDUCATION (the "CONTRACTOR")

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date: July 1, 2020

Termination Date: June 30, 2021

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A".

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions. The HIPAA Business Associates Agreement, Attachment E is incorporated by this reference.

7. DESIGNATED REPRESENTATIVES.

The Clinical Director of Sierra County Behavioral Health is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. The County Superintendent of Sierra County Office of Education is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E - Business Associate Agreement

9. AGREEMENT DATE. The Agreement Date is July 1, 2020.

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

"COUNTY"

COUNTY OF SIERRA

By_____
JIM BEARD, CHAIRMAN
SIERRA COUNTY BOARD OF SUPERVISORS

"CONTRACTOR"

_____
JAMES BERARDI
COUNTY SUPERINTENDENT
SIERRA COUNTY OFFICE OF EDUCATION

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
DAVID PRENTICE
County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

1. Contractor shall provide one adult advisor, per chapter, to oversee Friday Night Live (FNL) Prevention Chapters in the school district. These chapters include Friday Night Live (high school age), Club Live (intermediate school age), and Friday Night Live Kids (4th-6th grade age).

2. Contractor will be responsible to comply with the following requirements and assurances:
   a.) Complete and submit a monthly activity log and time sheet to county FNL office each month while school is in session.
   b.) Work towards filling the Memorandum of Understanding (MOU) between the Chapters and the Sierra County Tobacco Program.
   c.) Facilitate a minimum of one chapter meeting per month during the school year.
   d.) Assure that the chapters organize and participate in one environmental prevention project (Road Map) and one chapter sponsored social event each school year. Environmental projects are not required for FNL Kids chapters.
   e.) Provide chapter oversight of co-curricular positive alternative activities.

A.2. TIME SERVICES RENDERED.

Work will begin immediately upon execution of this Agreement by the COUNTY. Thereafter, CONTRACTOR shall perform services in a diligent and timely manner.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY.

None.

.

ATTACHMENT B
PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE

The Contractor agrees to invoice Sierra County Prevention for the services provided as stated in A.1 (Attachment A, which invoice be submitted to the County before June 30, 2020.

Payment shall be made by County in a lump sum amount for each of the following activities/programs:.

Friday Night Live (FNL) Downieville
Club Live Downieville
Friday Night Live Kids Downieville
Friday Night Live (FNL) Loyalton
Club Live Loyalton
Friday Night Live Kids Loyalton

In no event shall payments by County to Contractor exceed the sum of $9,000.00 for this contract.

B.2 MILEAGE N/A

B.3 TRAVEL COSTS N/A

B.4 AUTHORIZATION REQUIRED

Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended in writing by both parties in advance of performing additional services.

B.5 SPECIAL CIRCUMSTANCES N/A

B.6 MAXIMUM CONTRACT AMOUNT

The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	$9,000.00
B.2	Mileage	0
B.3	Travel Costs	0
B.4	Authorization Required	0
B.5	Special Circumstances	0
MAXIMUM CONTRACT AMOUNT		$9,000.00

ATTACHMENT C

ADDITIONAL PROVISIONS

Hatch Act

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

No Unlawful Use of Unlawful Messages Regarding Drugs

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

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

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

Restriction on Distribution of Sterile Needles

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

Cultural and Linguistic Proficiency

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

Trafficking Victims Protection Act of 2000

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

Nondiscrimination in Employment and Services

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

Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101- 6107), which prohibits discrimination on the basis of age.

4. Age Discrimination in Employment Act (29 CFR Part 1625).

5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

7. Title Ill of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A- E).

Information Access for Individuals with Limited English Proficiency

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

ATTACHMENT D
GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8 The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

Yes **D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of Two Million Dollars ($2,000,000) per occurrence and with not less than Five Million Dollars ($5,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

__ **D.5.1.2** During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than Two Million Dollars ($2,000,000) per incident and Five Million Dollars ($5,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars ($2,500).

Yes **D.5.1.3** Comprehensive automobile liability insurance with minimum coverage of One Hundred Thousand Dollars ($100,000) per occurrence and with not less than One Hundred Thousand Dollars ($100,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

Yes **D.5.1.4** Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

County of Sierra
Auditor/Risk-Manager
P.O. Drawer 425
Downieville, CA 95936

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors.

D.7 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.8 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.9 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.10 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.13 TERMINATION. COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1.1 CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date. Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is

brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.19 MINOR AUDITOR REVISION. In the event the Sierra County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.20 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.24 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.25 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.26 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.27 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.28 VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Sierra, State of California.

D.29 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government*

Code, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 LEGAL COMPLIANCE. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 ADVISEMENT. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

> The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-

discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

D.38 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":
Sierra County Human Services
P.O. Box 265
Loyalton, CA 96118

With a copy to:
County Counsel
County of Sierra
Post Office Drawn D
Downieville, CA 95936

If to "CONTRACTOR":
Sierra County Office of Education
P.O. Box 955
Loyalton, CA 96118

SIERRA COUNTY

Business Associates Agreement

This Agreement is entered into this 1st day of July 2020 by and between the County of Sierra doing business by and through the Sierra County Department of Health and Human Services (collectively referred to herein as the "County" and Sierra County Office of Education.(referred to herein as the "Business Associate")

Recitals

WHEREAS, County has heretofore or contemporaneously with the execution of this Agreement entered into an Agreement for Professional Services)the "Professional Services Agreement") whereby Business Associate provides certain services to County and its clients and citizens which involves the access and use of certain information pertaining to individuals which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-101 (referred to herein as "HIPAA") and the regulations adopted pursuant to the Act; and

WHEREAS, pursuant to the Professional Services Agreement County will make available and/or transfer to Business Associate, and/or Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the County; and

WHEREAS, such information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including without limitation, 45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 – 1320d-8] and the terms of this Agreement, or more stringent provisions of the law of the State of California.

NOW THEREFORE, In consideration of the obligations, benefits and compensation provided to Business Associate under the provisions of the Professional Services Agreement and in order to ensure that said Agreement remains valid and complies with HIPAA, the parties agree as follows:

1. As used herein and with reference to the obligations under HIPAA, Protected Health Information ("PHI") shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials of any nature or form, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall include but not be limited to individually identifiable information received from or on behalf of the County as more fully defined in 45 CFR § 164.501, and any amendments thereto.

2. County shall provide to Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.

3. Business Associate agrees that it shall not receive, create, use or disclose PHI except as follows:

   a. (1)solely for meeting its obligations as set forth in the Professional Services Agreement and any other agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;

   b. If necessary for the proper management and administration of Business Associate or to

carry out legal responsibilities of Business Associate, PHI may only be disclosed to another person/entity for such purposes if:

- Disclosure is required by law; or
- Where Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
- Person agrees to notify Business Associate of any breaches of confidentiality;

c. To permit Business Associate to provide data aggregation services relating to the health care operations of the County.

4. Business Associate and County agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.

5. Business Associate will establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI.

6. Business Associate agrees that it shall immediately report to County any unauthorized uses/disclosures of which it becomes aware, and shall take all reasonable steps to mitigate the potentially harmful effects of such breach.

7. Business Associate hereby indemnifies County and agrees to hold County harmless from and against any and all losses, expense, damage or injury that County may sustain as a result of, or arising out of, Business Associate's or its agent's or subAgreementor's, unauthorized use or disclosure of PHI.

8. Business Associate shall carry comprehensive general liability insurance.

9. Business Associate shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents, and shall give prior notice to County of any subcontractors or agents who are to be given access to PHI.

10. Business Associate shall make all PHI and related information in its possession available as follows:

a. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524 and any subsequent amendments to the regulations;

b. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to account for disclosures of PHI in accordance with 45 CFR § 164.528 and any subsequent amendments to the regulations.

11. Business Associate shall make PHI available to County to fulfill County's obligation to amend PHI and related information in accordance with 45 CFR §164.526, and shall, as directed by County, incorporate any amendments or related statements into the information held by Business Associate and any subcontractors or agents.

12. Business Associate agrees to make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of County available to the U.S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the privacy regulations, and any amendments thereto.

13. Upon termination of this Agreement, Business Associate agrees, at the option of County, to return or destroy all PHI created or received from or on behalf of County. Business Associate agrees that it will not retain any copies of PHI except as required by law. If PHI is destroyed, Business Associate agrees to provide County with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, Business Associate agrees to extend the protections of this Agreement to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.

14. The PHI and any related information created or received from or on behalf of County is and shall remain the property of the County. Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.

15. Notwithstanding anything in this Agreement to the contrary, County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties if County determines that Business Associate has violated any material term of this Agreement. If County reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, County gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to County that it will no breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties. In the event of termination as described in this Paragraph, County shall have the right to contract for replacement service through another entity or provider, with Business Associate responsible for paying any difference in cost.

16. Notwithstanding any rights or remedies under this Agreement or provided by law, County retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Business Associate, any of its subcontractors or agents, or any third party who has received PHI from Business Associate.

17. This Agreement shall be binding on the parties and their successor, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

18. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.

19. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.

20. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To County: County of Sierra
Department of Health and Human Services
P.O. Box 1019
Loyalton, CA 96118

To Contractor: Sierra County Office of Education
P.O. Box 955
Loyalton, CA 96118

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

"COUNTY"

COUNTY OF SIERRA

_____
Jim Beard, Chairman
Sierra County Board of Supervisors

"CONTRACTOR"

_____
James Berardi, County Superintendent
Sierra County Office of Education

APPROVED AS TO FORM:

_____
Heather Foster
Clerk of the Board

ATTEST:

_____
David Prentice
County Counsel

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

MEETING DATE: July 7, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Lease Agreement between Janet M. Hamilton, Pamela A. Brandon and Sierra County

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

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515610, 0515670, 0515800
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $19,836.63 Annually

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Vickie Clark, Director
Reference: Agenda Item
Date of memo: June 17, 2020
Date of Board Meeting: July 7, 2020

Requested Action: Lease Agreement between Janet M. Hamilton, Pamela A. Brandon and Sierra County

Mandated by:

Funding
Budgeted? YesX No

Revenue	$19,836.63	**Behavioral Health, Social Services, Public Health**
Expenses	$19,836.63	**Behavioral Health, Social Services, Public Health**
Difference	0	

Background Information: This building currently provides office space for Behavioral Health, Public Health and Social Services at 22 Maiden Lane in Downieville, California. This lease agreement has increased 3% from last year.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: Office space would not be available in Downieville.

Recording requested by and
when recorded mail to:
HEATHER FOSTER
Sierra County Clerk/Recorder
Post Office Drawer D
Downieville, CA 95936

Space Above for Recorder's Use

This Lease Agreement (hereinafter referred to as "Agreement") is made and entered into as of the Effective Date by and between Janet M. Hamilton and Pamela A. Brandon, (hereinafter referred to as "LESSOR"), and the County of Sierra, a political subdivision of the State of California, (hereinafter referred to as "LESSEE").

Purpose: LESSOR hereby agrees to lease to LESSEE, upon the terms and conditions and for the rent herein specified, the property herein described ("the Leased Property").

Leased Property: That certain property described on Exhibit "A" hereto ("the Leased Premises") commonly known as: 22 Maiden Lane, Downieville, CA, and as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

Term: One year with the option of automatic renewal

Commencement Date: July 1, 2020

Expiration Date: June 30, 2021

Number of Square Feet: 1350
Rate/Sq. Ft.:

Monthly Rent: $1,653.06

Total Contract Amount: $ 19,836.63

Notice of:

This Agreement contains:

1. This Facing Page (1 page)
2. Terms and Conditions (5 pages)
3. Supplemental Terms and Conditions (1 page)
4. Exhibit "A" - Property Description (1 page)

LESSOR: (Name and Address)

Janet M. Hamilton
PO Box 422
Daownieville, CA 95936

Pamela A. Brandon
PO Box 422
Downieville, CA 95936

LESSEE: (Name and Address)

Sierra County Human Services
Post Office Drawer 265
Loyalton, CA 96118

By: _____
JANET M. HAMILTON

By: _____
JIM BEARD
Chairman, Board of Supervisors

_____
PAMELA A. BRANDON

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____
DAVID PRENTICE
COUNTY COUNSEL

TERMS AND CONDITIONS

1. PROPERTY AND DESCRIPTION

The Leased Premises are described on Exhibit "A" hereto.

2. TERM OF AGREEMENT

The term of this Agreement as specified on Page 1 shall begin on the Commencement Date and shall automatically renew each year unless terminated by either party. To renew the lease Lessee shall provide written notice of its election to renew the lease to Lessor, on or before June 1st of each year.

3. RENT PAYMENTS

LESSEE agrees to pay to LESSOR as rent, the monthly amount as shown on page 1 hereof, payable on the first (1st) day of each successive month. Such amount shall be delinquent if not paid by the tenth (10th) of each successive month. For any rental period of less than a month, the rent shall be prorated on a thirty (30) day basis and such amount paid in addition to that amount due on the first (1st) day of the next succeeding month. On an annual basis, effective with the renewal date of the lease, the monthly rent sown on page 1 shall be adjusted upward by an inflation correction factor of 3%, i.e., the monthly rent for this fiscal year is $1,653.06, the monthly rent for the year beginning in July of 2021 will be $1,702.64, and so on.

4. INSURANCE COVERAGE

LESSEE shall provide at its own expense and maintain in full force and effect during the term of this Lease the following "insurance coverage" program for “premises liability”, and shall provide coverage for injuries and liability arising from the use of the premises by Lessee, its agents, employees or invitees.

Coverage through the Trindel Insurance Fund whereby the LESSEE is required to maintain with Trindel Insurance Fund a One Hundred Thousand Dollars ($100,000) self-insured deposit. Coverage in excess of One Hundred Thousand Dollars ($100,000) is carried through CSAC-EIA with limits of Ten Million Dollars ($10,000,000). The LESSEE shall be responsible for maintaining such coverage in full force and effect and to name the LESSOR as a covered party to provide coverage for all liability and/or loss arising out of LESSEE'S occupancy and use of the Leased Premises.

5. HOLD HARMLESS

5.1 GENERAL

LESSEE agrees to release, indemnify and defend LESSOR harmless from and against all liability, cost and expense (including, without limitation, attorneys' fees in addition to costs of suit and judgment) for loss of or damage to any property or loss of the use thereof or for injury to or death of any person when arising or resulting from:

(a) The use of the premises or the facility or improvements by LESSEE, its agents, employees, or invitees or

(b) LESSEE'S breach of any provision of this lease.

5.2 ENVIRONMENTAL IMPAIRMENT

LESSEE shall, at its expense, comply with all applicable laws, regulations, rules and orders, regardless of when they become or became effective, including without limitation those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance to LESSOR upon request.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the premises, LESSEE, at its expense, shall be obligated to clean the premises to the satisfaction of LESSOR and any governmental

body having jurisdiction thereover, if such event is due to illegal acts by LESEE or its inappropriate use of the property and/or negligence.

LESSEE agrees to indemnify, hold harmless and defend LESSOR against all liability, cost and expense (including without limitation attorneys' fees) incurred by LESSOR as a result of leakage, spillage, emission or pollution due to LESSEE'S illegal acts or inappropriate use and occupancy, regardless of whether such liability, cost or expense arises during or after this lease is in effect, unless such liability, cost or expense is proximately caused by the active negligence of LESSOR.

6. UTILITIES AND SECURITY

LESSEE agrees to pay all utility service charges (including electricity and telephone) on, or assessed against, the premises arising out of LESSEE's use.

7. LESSOR'S REPRESENTATIONS

LESSOR warrants that LESSOR has right, title and interest in and to the Leased Premises and has authority to enter into this Agreement; the Leased Premises and appurtenances are and during the term hereof shall remain in good and habitable condition; no suit, proceeding or condition exists or is threatened which would legally or physically prevent or defeat the performance of this Agreement by Lessor.

8. IMPROVEMENTS AND ALTERATIONS

Any alteration or improvement to the Leased Property, other than that described on the Supplemental Conditions, shall be made at LESSEE's sole cost and expense. Said improvements may be removed by LESSEE provided that LESSEE restores the area of removal substantially to its condition prior to the subject improvement or modification.

9. MAINTENANCE

LESSEE shall, at its expense, keep and maintain the non structural interior of the Leased Premises in good condition and repair and in a neat and safe condition. LESSOR shall be responsible for the repair and maintenance of the mechanical, electrical and plumbing systems in the building. LESSOR shall, at LESSOR's expense, keep and maintain the structure, exterior and grounds of the Leased Premises in good condition and repair and in a neat and safe condition.

10. USE OF PREMISES

LESSEE shall use the premises for the purposes as shown on the Facing Page hereof.

11. TERMINATION OR EXPIRATION

11.1 GENERAL

Termination or expiration of this lease shall not release either party from liability resulting from an event which occurred prior to such termination or expiration. County and LESSOR have the right to terminate this Lease as any time by giving thirty (30) working days written notice to the other party.

11.2 SURRENDER OF PREMISES

Upon termination of this lease, LESSEE shall discontinue the use of the facility and, within sixty (60) days, remove the facility and all other personal property of LESSEE from the premises of LESSOR. Property of LESSEE not removed from said premises within sixty (60) days after the termination of this agreement shall become the property of LESSOR after LESSOR shall have given LESSEE written notice of intent to take title to said property, and thirty (30) days shall have elapsed after the giving of such written notice.

11.3 NON APPROPRIATION

LESSEE, as a governmental entity, must annually make budgetary appropriations. In the event that this Agreement extends beyond one (1) fiscal period (ending June 30 of each succeeding year), and no budgetary appropriation is made to provide funds with which to make any payment in such subsequent fiscal period, this Agreement shall automatically terminate upon the adoption of the final budget. LESSEE shall be liable for rents payable up to the date of such adoption.

12. DEFAULT

If either party fails to cure a default within thirty (30) days after written notice is received specifying the event or events of default, the other party shall have the right, without further notice and in addition to any other remedies at law or equity, to terminate this Agreement forthwith.

13. INTERPRETATION AND ENFORCEMENT

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 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.

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

13.7.1 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.

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

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

13.9 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.

13.10 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.

13.11 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.

13.12 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.

13.13 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.

13.14 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.

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

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

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

13.18 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.

13.19 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.

13.20 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 "LESSEE": 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 "LESSOR": Janet M. Hamilton
PO Box 422
Downieville, CA 95936

Pamela A. Brandon
PO Box 422
Downieville, CA 95936

SUPPLEMENTAL TERMS AND CONDITIONS

(None)

EXHIBIT "A"

PROPERTY DESCRIPTION

A 1350 sq. ft. office space that includes the use of a non-attached 360 sq. ft. storage shed, located at 22 Maiden Lane, in Downieville, CA hereinafter referred to as “leased premises”.

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

MEETING DATE: July 7, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Amendment to Sierra County Agreement 2018-007 with MGE Engineering to include construction management services for 3 sites (Belle Street, Foote Road, Goodyears Creek) included in the Professional Engineering and Environmental Services for 2017 Flood Damage – Multiple Sites.

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

BACKGROUND INFORMATION: The base contract is for 9 different sites. This amendment is to include construction management services for the 3 sites that have gone to bid, Belle Street, Foote Road, and Goodyears Creek. The cost for these services is $135,374.04 and increases the agreement total to $1,013,328.98

FUNDING SOURCE: FEMA
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $135,374.04 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

AGREEMENT NO. 2020-
(An Amendment to Agreement No 2018-007, 2018-119, & 2019-124)

AMENDMENT to AGREEMENT
FOR PROFESSIONAL SERVICES
Professional Engineering and Environmental Services
2017 Flood Damage – Multiple Sites

The following is an amendment to that certain Agreement No. 2018-007 ("Agreement") with an Effective Date of February 6, 2018, by and between the County of Sierra, a political subdivision of the State of California ("the County") and **MGE Engineering, Inc**., "Contractor".

1. Provision 1 of the Agreement, pertaining to Services is hereby amended to include Construction Management services for three sites, Belle Street, Foote Road, and Goodyears Creek Road, as shown in proposal attached hereto as Exhibit A.

2. Provision 2 of the Agreement, pertaining to the Term is hereby amended to extend the termination date to June 30, 2021.

3. Provision 3 of the Agreement, pertaining to the Payment refers to Attachment B. Attachment B of the Agreement pertaining to "Payment" is hereby amended as follows:

AMENDMENT TO ATTACHMENT B

The payment provisions of the Agreement are shown on Attachment B.

4. All other terms and conditions of the Agreement to remain the same.

5. This Amendment shall have an Effective Date of July 1, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

COUNTY OF SIERRA

"CONTRACTOR"

_____
JAMES BEARD
Chairman, Board of Supervisors

_____
FRED HUANG
MGE Engineering, Inc.

ATTEST:

APPROVED AS TO FORM:

_____
HEATHER FOSTER
Clerk of the Board

_____
DAVID PRENTICE
County Counsel

AMENDED ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed one million thirteen thousand three hundred twenty-eight and 98/100 dollars ($1,013,328.98) in accordance with cost proposal for Amendment attached as Exhibit A to this amendment. CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. Request for payment shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within thirty (30) days after the Invoice is approved by the County Contract Administrator. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed $1,013,328.98 without an amendment to this Agreement approved by the Sierra County Board of Supervisors;

B.2 MILEAGE. Included

B.3 TRAVEL COSTS. Included.

B.4 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended in writing by both parties in advance of performing additional services.

B.5 SPECIAL CIRCUMSTANCES. Additional costs may be incurred up to a maximum of $0 with written approval of the designated COUNTY Representative (Operative Provision 7) for this Agreement.

B.6 MAXIMUM CONTRACT AMOUNT. The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	$1,013,328.98
B.2	Mileage	Included
B.3	Travel Costs	Included
B.4	Authorization Required	0
B.5	Special Circumstances	0
MAXIMUM CONTRACT AMOUNT		$1,013,328.98

Winter Storm Damage Repair Projects, FEMA Disasters 4301 and 4308

Scope of Services

This Scope of Services below is based on MGE's understanding of the specific process to be used in providing Construction Management services for the Winter Storm Damage Repair Projects, FEMA Disasters 4301 and 4308. This Scope of services is for the following Locations:

RD-508 Belle Street Road slip out

RD-191 Foote Road slip out (2 sites)

RD-400 Goodyears Creek Road slip out

TASK 1 Project Management and Coordination

Task 1.1 Project Initiation

MGE will prepare and conduct a pre-construction conference. Topics of discussion will be: outline of project specifics, project administration procedures, labor compliance, equal employment opportunity, record keeping, State and Federal safety laws, DBE involvement, use of local businesses and subcontractors, environmental requirements including Storm Water Pollution Prevention, utility issues, traffic control issues, safety problems, etc. This meeting will establish a cooperative (partnering) attitude between MGE, field staff, the County, and the Contractor.

Deliverables: Meeting agendas, materials (graphics, visual aids and other presentation items), and minutes

Task 1.2 Coordination

1.2.1 Point of Contact – MGE will develop a list of individuals as points of contact for maintaining liaison and coordination throughout the project.

1.2.2 Project Data and Forms – MGE will utilize the Caltrans Field Office File Category System, with any modifications the County may find necessary. Should the files need to be changed for any reason MGE will obtain previous acceptance from the County.

1.2.3 Project Title and Descriptions – In reference to the project in any forms or formal written materials, MGE will use the project title of: Winter Storm Damage Repair Projects, FEMA Disasters 4301 and 4308. In e-mails and on forms with restricted space, MGE will use the short project description of: FEMA Winter Storm Damage Repair Projects.

1.2.4 Project Coordination with County – MGE will coordinate with the County through phone conversations, emails, written memoranda, fax, meetings, etc.

1.2.5 Project Schedule and Budget Management – MGE will provide the following:

- Project Schedule – MGE will obtain a project schedule from the Contractor. The Project Schedule will include the Contractor's internal Quality Control process and designated County reviews of submitted documents. MGE will update the Project Schedule as necessary, review, monitor, and document changes to the Contractor's schedule.

- Budget Management, Cost Control, and Progress Payments - MGE will maintain and manage our team's schedule, budget and subconsultant contracts. MGE will monitor project funding, financing, and budgets. MGE will review the Engineer's estimates, contract item payments, material quantities, and change order payments. MGE will review the Contractor's payment requests, verify pay items, and prepare payment documentation for execution by the County.

Deliverables: cash flow reports, budget reports, cost estimate reviews

1.2.7 Daily paperwork – MGE will review and assist the County and their designated inspector in all daily paperwork required under Caltrans requirements. MGE will develop a system for organizing, tracking, filing, and managing paper/electronic correspondence including letters, information requests, submittals, contracts, reports, O&M manuals, progress payments, and change orders. All project files will be maintained per procedures established by the County and will include:

- Daily observation of construction work and job site safety. MGE will notify the County in advance of any significant activities to permit their participation. (Note: Contractor will be responsible for all construction staking).

- A photo record for the project site and adjacent properties to document preconstruction conditions including a photo log and descriptions of the work being recorded, date and time.

Deliverables: paper files, electronic files, correspondence logs, suspense lists

1.2.8 Records Filing System - MGE will develop a project records filing system based on the Caltrans Construction Manual. Project records will include Contractor budget control measures (including itemized accounting of each contract item) and a Contractor payment schedule. Project files will be kept up-to-date and will be monitored by the Construction Manager. Files will contain records for materials testing, survey verification, schedule reviews, and permit monitoring.

1.2.9 Records Maintenance - MGE will:

- Receive and process Contractor-developed material, plan, and Requests for Information (RFI) submittals
- Develop and maintain a log of Contractor-developed submittals
- Review for approval any Contractor-developed submittals for staging, traffic handling, and other Contractor-developed plans
- Maintain records so that the County can successfully refute Contractor claims for extra work
- DCM group as a subconsultant to MGE will monitor and audit certified payrolls of the Contractor and their Subcontractor's personnel to verify compliance with all State and Federal laws. MGE will conduct required labor compliance interviews in the field.
- Review potential contract change orders (CCO) for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Prepare CCO's covering extra work authorized by the County. Negotiate CCO's for County-approved extra work keeping the County fully informed of status. Maintain daily extra work bills, quantity measurements, or such other information as necessary to document payment to the Contractor for the extra work. Maintain change order summary reports.
- Determine pay quantities and prepare monthly progress estimates for County.

1.2.10 Weekly Status Reports - MGE will submit weekly status reports that include all paperwork required by Caltrans. Reports will be sufficiently detailed so the County can determine that MGE is performing to expectations and is on schedule. Reports will communicate interim findings and sufficiently address any difficulties or special problems encountered so remedies can be developed. Submittals will be reviewed by the County's In-charge Inspector. Status reports will include status of services by: task breakdown, problems encountered, percent of services complete as of the date of the progress report and discussion of schedule changes, work products, issues currently being addressed and other items of interest as applicable.

Deliverables: Inspection Daily Diaries, Resident Engineer Diaries, Weekly Statements of Working Days

1.2.11 Invoices – MGE will prepare periodic invoices providing a summary of work, including covered dates of service, and copies of invoices from any subconsultants. Invoices will include the County's project number and consultant agreement number and will be consistent with the Local Assistance Procedures Manual, Chapter 10, Section 10.8 under "Invoicing (or Progress Payments)". MGE will follow Caltrans and County guidelines for submitting invoices.

1.2.12 Issue/Action Item/Decision Log – MGE will develop and maintain a project Issue/Action Item/Decision log.

1.2.13 Site Safety – MGE will review and monitor the Contractor's safety program for compliance with Cal/OSHA and notify the Contractor if unsafe condition is being observed. If the Contractor refuses to rectify unsafe condition, MGE will notify the applicable authority(s). MGE will investigate accidents and make accident reports.

Deliverables to be placed in the Project Records:

- *All reports delivered to the In-charge Inspector*
- *Draft and Final Project Work Plan*
- *Contractor-developed Project schedule with updates as provided for in County's Contract Documents*

- *Project LAPM/LAPG Exhibits, as needed*
- *Monthly invoices and progress reports*
- *Communication documents (emails, memos, etc.)*

Task 1.3 Project Team Meetings

Weekly Meetings - MGE will schedule, prepare for, and conduct Project Team Meetings with the County and the Contractor on an as needed basis to discuss schedule, task progress, and issues to be addressed. Key team members will be present at each team meeting depending on items to be discussed in person.

Deliverables:

- *Meeting agendas*
- *Meeting materials (graphics, visual aids and other presentation items).*
- *Updated Issue/Action Item/Decision Log*
- *Updated Project Schedule*
- *Meeting minutes*

TASK 2 Surveying and Mapping

MGE will verify construction staking and exact location of the work.

TASK 3 Materials Validation

Task 3.1 Materials Testing

NV5 (Holdrege and Kull) as a subconsultant to MGE will perform all materials testing accordance with the Construction Contract documents and Caltrans' standards.

Task 3.2 Geotechnical Verification

NV5 (Holdrege and Kull) will provide a geotechnical engineer to verify field conditions during excavation and construction of the wall at the Belle Street location.

Deliverables to be placed in the Project Records:

- *Copies of all test results*
- *Results of the geotechnical field verification*

TASK 4 Project Construction Closeout

MGE will:

- Perform final observation of the project upon completion and provide written certification of substantial conformity with PS&E. Collect all written warranties provided by vendors, manufacturers, and CONTRACTOR.
- Compute the final quantities and prepare the final estimate.
- Determine over-runs and under-runs and prepare a report of same with explanation of each. Prepare the Final Invoice, Final Detail Estimate, Change Order Summary, Liquidated Damages/Contractors' Claims Report, Materials Certification, Report of Completion, and such other forms and reports as may be required.
- Provide the original set of the project records, including inspections reports, summaries, testing documentation, meeting minutes, RFIs, schedules, correspondence, maps, plans, photo record, shop drawings, submittals, and manufacturers literature. An electronic copy of the project computer files will also be provided.
- Assist the County with post-completion dispute resolution.

Task 4.1 – Project Punch List

MGE will assist the County in a list of items to be addressed to complete the project, or "punch list". The punch list will be typed, dated, and show the preparer's name and contact telephone number. Each item will reference the plan sheet number on which the item is drawn, the specifications reference and the exact shortcoming. In addition, MGE will schedule and conduct a project walk-through with the County and Contractor personnel to establish a "punch list" of items of work that are not satisfactory. MGE will assist the County in getting "punch list" items resolved.

Deliverables: Three copies of each punch list

Task 4.2 – As-Built Plans

MGE will coordinate with the Contractor to prepare a set of "as-built" plans. The as-built plans will be provided on the 24"x36" white paper copy provided by the County. All as-built information will be legibly hand-written in indelible red ink. Language will be developed for agreement by the Contractor, MGE and the County for completeness and accuracy. In addition, MGE will obtain from the County a set of full-size plans to be used as a working set of "as-built" drawings to note all changes as they occur.

Deliverables: Original as-built plans

County Responsibilities

MGE's understanding is that the following will be provided by the County:

- Provide copies of construction contract documents.
- Processing of Progress Pay Estimates, and Final Estimate.
- Appropriate staff available for meetings, site visits.
- Discuss with the Resident Engineer, recommendations made by the Resident Engineer.
- Review Construction Change Orders prior to authorization.
- Process authorized Construction Change Orders, if estimated contract cost increase, for approval by the Board of Supervisors.
- Forward RFIs to the design engineer, and coordinate subsequent discussions amongst the project team, if necessary.
- Provide a location to function as an RE Office for the hardcopy construction files.
- Provide Survey data for Construction Surveys.
- Review notifications or letters prepared by the Resident Engineer prior to transmittal.

1. Belle Street:
   $24,440.09/$85,000 = 28.8% (based on EE) $ 24,440.09
   $24,440.09/$89,485 = 27.3% (based on low bid)

2. Foote Road:
   $86,681.86/$362,000 = 24.0% (based on EE) $ 86,681.86
   $86,681.86/$193,594 = 44.8% (based on low bid)

3. Goodyears Creek:
   $24,252.09/$60,000 = 40.4% (based on EE) $ 24,252.09
   $24,252.09/$26,808 = 90.5% (based on low bid)

TOTAL $135,374.04

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(NON- PREVAILING WAGE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant MGE Engineering, Inc. [X] Prime Consultant [ ] Subconsultant [ ] 2nd Tier Subconsultant

Project No. FEMA 4301 and 4308 Contract No. _____ Participation Amount $ _____ Date 6/29/2020

For Combined Rate							
	Fringe Benefit % + General &Administrative %				=	Combined ICR %	
OR							
For Home Office Rate							
	Fringe Benefit	51.47%	+	General &Administrative 114.48%	=	Home Office ICR	165.95%
For Field Office Rate							
	Fringe Benefit	48.62%	+	General &Administrative 98.02%	=	Field Office ICR	146.64%

Fee	=	10%

BILLING INFORMATION / CALCULATION INFORMATION

Name/Job Tile/Classification[1]	Hourly Billing Rates[2] Straight[3]	To(1.5x)	To(2x)	Effective date of hourly rate From	To	Actual or Avg. hourly rate[4]	% or $ increase	Hourly range – for Classification only
Joe Siemers, P.E., QSD *	$ 198.93	NA	NA	7/1/2020	12/31/2020	$ 68.00	0%	Not Applicable
Resident Engineer	$ 193.71	NA	NA	1/1/2021	12/31/2021	$ 71.40	5%	
	$ 203.40	NA	NA	1/1/2022	12/31/2022	$ 74.97	5%	
	$ 213.57	NA	NA	1/1/2023	12/31/2023	$ 78.72	5%	
	$ 224.24	NA	NA	1/1/2024	12/31/2024	$ 82.65	5%	
Staff Inspector**	$ 176.35	$ 264.52	$ 352.70	7/1/2020	12/31/2020	$ 65.00	0%	Not Applicable
Inspector	$ 185.16	$ 277.75	$ 370.33	1/1/2021	12/31/2021	$ 68.25	5%	
	$ 194.42	$ 291.63	$ 388.85	1/1/2022	12/31/2022	$ 71.66	5%	
	$ 204.14	$ 306.22	$ 408.29	1/1/2023	12/31/2023	$ 75.25	5%	
	$ 214.35	$ 321.53	$ 428.70	1/1/2024	12/31/2024	$ 79.01	5%	
Staff Inspector**	$ 176.35	$ 264.52	$ 352.70	7/1/2020	12/31/2020	$ 65.00	0%	Not Applicable
Inspector	$ 185.16	$ 277.75	$ 370.33	1/1/2021	12/31/2021	$ 68.25	5%	
	$ 194.42	$ 291.63	$ 388.85	1/1/2022	12/31/2022	$ 71.66	5%	
	$ 204.14	$ 306.22	$ 408.29	1/1/2023	12/31/2023	$ 75.25	5%	
	$ 214.35	$ 321.53	$ 428.70	1/1/2024	12/31/2024	$ 79.01	5%	
Staff Inspector**	$ 176.35	$ 264.52	$ 352.70	7/1/2020	12/31/2020	$ 65.00	0%	Not Applicable
Inspector	$ 185.16	$ 277.75	$ 370.33	1/1/2021	12/31/2021	$ 68.25	5%	
	$ 194.42	$ 291.63	$ 388.85	1/1/2022	12/31/2022	$ 71.66	5%	
	$ 204.14	$ 306.22	$ 408.29	1/1/2023	12/31/2023	$ 75.25	5%	
	$ 214.35	$ 321.53	$ 428.70	1/1/2024	12/31/2024	$ 79.01	5%	

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**).All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant MGE Engineering, Inc. [X] Prime Consultant [ ] Subconsultant

Project No. FEMA 4301 and 4308 Contract No. _____ Date 6/29/2020

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs	10,920	Mile	0.575	$5,973.10
4WD rental (Foote Road Locations)	1	LS	4,500	$4,500
Subconsultant 1: NV5 (Holdrege and Kull) Material Testing Services				$31,310.00
Subconsultant 2: NV5 (Holdrege and Kull) Geotechnical Verification				$5,000.00
Subconsultant 3: DCM Group Labor Compliance services				$8,935.64
Subconsultant 4:				
Subconsultant 5:				$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of DirectCosts:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: H. Fred Huang

Title *: President

Signature : H F Huang

Date of Certification (mm/dd/yyyy): 6/29/2020

Email: fhuang@mgeeng.com

Phone Number: 916-421-1000

Address: 7415 Greenhaven Drive, Suite 100, Sacramento, CA 95831

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Construction Management Services for Winter Storm Damage Repair Projects, FEMA Disasters 4301 and 4308 for: RD-508 Belle Street slip out, RD-191 Foote Road slip out and RD-400 Goodyears Creek Road slip out.

Sierra County
Winter Storm Damage Repair Projects, FEMA Disasters 4301 and 4308
Construction Management Services - MGE Engineering - Estimated Hours
June 29, 2020 for Belle Street Slip Out

	Joe Sieners, P.E. - Resident Engineer	Staff Inspector - MGE	MGE Task Total Hours	NV5 (Holdrege and Kull) Material Testing	NV5 (Holdrege and Kull) Geotechnical Verification	DCM (Labor Compliance)
Hourly Rate	**198.93**	**176.35**				
Task 1 - PRECONSTRUCTION SERVICES						
270 . 25 Construction Contract Administration Work	4		4			
270 . 99 Other Construction Engineering and General Contract Administration	2		2			
SUBTOTAL HOURS	6	0	6			
COST	$1,193.58	$0.00	$ 1,193.58			
Task 2 - CONSTRUCTION SERVICES						
270 Construction Engineering and General Contract Administration						
270 . 20 Perform Construction Engineering Work			0			
270 . 25 Construction Contract Administration Work	10		10			
270 . 30 Contract Item Work Inspection		34	34			
270 . 35 Construction Material Sampling and Testing	2		2	$3,852.00	$853.00	
270 . 40 Perform Safety and Maintenance Reviews	2		2			
270 . 55 Perform Final Inspection and Recommend Acceptance	2		2			
270 . 56 Employment Compliance		2	2			$1,361.45
270 . 65 TMP Implementation During Construction		4	4			
270 . 99 Other Construction Engineering and General Contract Administration			0			
SUBTOTAL HOURS	16	40	56			
COST	$3,182.88	$7,054.00	$ 10,236.88			
285 Prepare and Administer Contract Change Orders						
285.05 Contract Change Order Process	2		2			
290 Resolve Contract Claims						
290 . 05 Review and Analyze Notices of Potential Claims	2		2			
290 . 10 Supporting Documentation & Responses to NOPCs	2		2			
SUBTOTAL HOURS	6	0	6			
COST	$1,193.58	$0.00	$ 1,193.58			
Task 3 - POST CONSTRUCTION SERVICES						
295 Accept Contract, Prepare Final Construction Estimate, and Prepare Final Report						
295 . 05 Process Estimate After Acceptance	2		2			
295 . 10 Prepare Proposed Final Contract Estimate	2		2			
295 . 15 As-Built Plans	2		2			
295 . 20 Prepare Project History File	8		8			
295 . 25 Prepare Final Report	2		2			
295 . 30 Process Final Estimate	2		2			
295 . 99 Other Accept Contract/Prepare Final Construction Estimate and Final Report	2		2			
SUBTOTAL HOURS	20	0	20			
COST	$3,978.60	$0.00	$ 3,978.60			
TOTAL HOURS	48	40	88			
TOTAL LABOR COST	$9,548.64	$7,054.00	$ 16,602.64	$3,852.00	$853.00	$1,361.45
Mileage: Estimated 41 miles per trip x 20 trips at $0.575/mile (Resident Engineer)			$ 471.50			
Mileage: Estimated 113 mi x 20 trips at $0.575/mile (Inspector)			$ 1,299.50			

The cost of our services includes furnishing of all materials, equipment and computers, labor and insurance for all services as outlined in the County's Request for Proposal. Full-time working hours are included for our Inspector for 10 Working Days with exception of working hours not allowed to be performed on Saturdays, Sundays or Holidays as stated in the construction contract special provisions.
WBS codes for MGE internal purposes

$24,440.09

Sierra County
Winter Storm Damage Repair Projects, FEMA Disasters 4301 and 4308
Construction Management Services - MGE Engineering - Estimated Hours
June 29, 2020 for Foote Road Slip Out

	Joe Siemers, P.E. - Resident Engineer	Staff Inspector - MGE	MGE Task Total Hours	NV5 (Holdrege and Kull) Material Testing	DCM (Labor Compliance)
Hourly Rate	**198.93**	**176.35**			
Task 1 - PRECONSTRUCTION SERVICES					
270 . 25 Construction Contract Administration Work	8		8		
270 . 99 Other Construction Engineering and General Contract Administration	4		4		
SUBTOTAL HOURS	12	0	12		
COST	$2,387.16	$0.00	$ 2,387.16		
Task 2 - CONSTRUCTION SERVICES					
270 Construction Engineering and General Contract Administration					
270 . 20 Perform Construction Engineering Work			0		
270 . 25 Construction Contract Administration Work	20		20		
270 . 30 Contract Item Work Inspection		192	192		
270 . 35 Construction Material Sampling and Testing	4	8	12	$15,330.00	
270 . 40 Perform Safety and Maintenance Reviews		8	8		
270 . 55 Perform Final Inspection and Recommend Acceptance	8		8		
270 . 56 Employment Compliance		8	8		$6,212.74
270 . 65 TMP Implementation During Construction	4		4		
270 . 99 Other Construction Engineering and General Contract Administration		0	0		
SUBTOTAL HOURS	36	216	252		
COST	$7,161.48	$38,091.60	$ 45,253.08		
285 Prepare and Administer Contract Change Orders					
285.05 Contract Change Order Process	2		2		
290 Resolve Contract Claims					
290 . 05 Review and Analyze Notices of Potential Claims	2		2		
290 . 10 Supporting Documentation & Responses to NOPCs			0		
SUBTOTAL HOURS	4	0	4		
COST	$795.72	$0.00	$ 795.72		
Task 3 - POST CONSTRUCTION SERVICES					
295 Accept Contract, Prepare Final Construction Estimate, and Prepare Final Report					
295 . 05 Process Estimate After Acceptance	4		4		
295 . 10 Prepare Proposed Final Contract Estimate	4		4		
295 . 15 As-Built Plans	4		4		
295 . 20 Prepare Project History File	8		8		
295 . 25 Prepare Final Report	8		8		
295 . 30 Process Final Estimate	4		4		
295 . 99 Other Accept Contract/Prepare Final Construction Estimate and Final Report			0		
SUBTOTAL HOURS	32	0	32		
COST	$6,365.76	$0.00	$ 6,365.76		
TOTAL HOURS	84	216	300		
TOTAL LABOR COST	$16,710.12	$38,091.60	$ 54,801.72	$15,330.00	$6,212.74
4WD Vehicle for project access; 45 W.D.=9 weeks, $2,000/month/4*9			$ 4,500.00		
Mileage: Estimated 42 miles per trip x 90 trips at $0.575/mile (Resident Engineer)			$ 2,173.50		
Mileage: Estimated 118 mi x 54 trips at $0.575/mile (Inspector)			$ 3,663.90		
Inspection at 3 days per week					

The cost of our services includes furnishing of all materials, equipment and computers, labor and insurance for all services as outlined in the County's Request for Proposal. Part-time working hours are included for our Inspector for 45 Working Days with exception of working hours not allowed to be performed on Saturdays, Sundays or Holidays as stated in the construction contract special provisions.
WBS codes for MGE internal purposes

$86,681.86

Sierra County
Winter Storm Damage Repair Projects, FEMA Disasters 4301 and 4308
Construction Management Services - MGE Engineering - Estimated Hours
June 29, 2020 for Goodyears Creek Road Slip Out

	Joe Sieners, P.E. - Resident Engineer	Staff Inspector - MGE	MGE Task Total Hours	NV5 (Holdrege and Kull) Material Testing	DCM (Labor Compliance)
Hourly Rate	**198.93**	**176.35**			
Task 1 - PRECONSTRUCTION SERVICES					
270 . 25 Construction Contract Administration Work	4		4		
270 . 99 Other Construction Engineering and General Contract Administration	2		2		
SUBTOTAL HOURS	6	0	6		
COST	$1,193.58	$0.00	$ 1,193.58		
Task 2 - CONSTRUCTION SERVICES					
270 Construction Engineering and General Contract Administration					
270 . 20 Perform Construction Engineering Work			0		
270 . 25 Construction Contract Administration Work	10		10		
270 . 30 Contract Item Work Inspection		34	34		
270 . 35 Construction Material Sampling and Testing	2		2	$4,517.00	
270 . 40 Perform Safety and Maintenance Reviews	2		2		
270 . 55 Perform Final Inspection and Recommend Acceptance	2		2		
270 . 56 Employment Compliance		2	2		$1,361.45
270 . 65 TMP Implementation During Construction		4	4		
270 . 99 Other Construction Engineering and General Contract Administration			0		
SUBTOTAL HOURS	16	40	56		
COST	$3,182.88	$7,054.00	$ 10,236.88		
285 Prepare and Administer Contract Change Orders					
285.05 Contract Change Order Process	2		2		
290 Resolve Contract Claims					
290 . 05 Review and Analyze Notices of Potential Claims	2		2		
290 . 10 Supporting Documentation & Responses to NOPCs	2		2		
SUBTOTAL HOURS	6	0	6		
COST	$1,193.58	$0.00	$ 1,193.58		
Task 3 - POST CONSTRUCTION SERVICES					
295 Accept Contract, Prepare Final Construction Estimate, and Prepare Final Report					
295 . 05 Process Estimate After Acceptance	2		2		
295 . 10 Prepare Proposed Final Contract Estimate	2		2		
295 . 15 As-Built Plans	2		2		
295 . 20 Prepare Project History File	8		8		
295 . 25 Prepare Final Report	2		2		
295 . 30 Process Final Estimate	2		2		
295 . 99 Other Accept Contract/Prepare Final Construction Estimate and Final Report	2		2		
SUBTOTAL HOURS	20	0	20		
COST	$3,978.60	$0.00	$ 3,978.60		
TOTAL HOURS	48	40	88		
TOTAL LABOR COST	$9,548.64	$7,054.00	$ 16,602.64	$4,517.00	$1,361.45
Mileage: Estimated 41 miles per trip x 20 trips at $0.575/mile (RE)			$ 471.50		
Mileage: Estimated 113 mi x 20 trips $0.575/mile (Inspector)			$ 1,299.50		

The cost of our services includes furnishing of all materials, equipment and computers, labor and insurance for all services as outlined in the County's Request for Proposal. Full-time working hours are included for our Inspector Rep for 10 Working Days with exception of working hours not allowed to be performed on Saturdays, Sundays or Holidays as stated in the construction contract special provisions.
WBS codes for MGE internal purposes

$24,252.09

	Start Location	End Location	miles	trips	Total
Belle Street:					
Resident Engineer	home	Downieville	41	20	**820**
Staff Inspector	MGE Office	Downieville	113	20	**2,260**
					3,080
Goodyears Creek Road:					
Resident Engineer	home	Downieville	41	20	**820**
Staff Inspector * 3 days a week inspection	MGE Office	Downieville	113	20	**2,260**
					3,080
Foote Road (2 sites):					
Resident Engineer	home	Foote Rd	42	30	**1,260**
Staff Inspector	MGE Office	Foote Rd	118	54	**6,372**
					7,632

For Foote Road Locations:

45 working days = 9 weeks, $2,000/month / 4 * 9 = $4,500

Belle Street Location:

Caltrans subsistence

Breakfast	$8
Lunch	$12
Dinner	$20
Incidentals	$6
total/day =	$46

Assume work is between Sept 1, 2020 to Sept 15, 2020 (10 working days)

Staff Inspector 10*$46 = $460.00

Goodyears Creek Road Location:

Caltrans subsistence

Breakfast	$8
Lunch	$12
Dinner	$20
Incidentals	$6
total/day =	$46

Assume work is between Sept 16, 2020 to Oct 6, 2020 (10 working days)

Staff Inspector 10*$46 = $460.00

Foote Road Locations (2 sites):

Caltrans subsistence

Breakfast	$8
Lunch	$12
Dinner	$20
Incidentals	$6
total/day =	$46

Assume work is between Sept 1, 2020 to Nov 5, 2020 (45 working days)

Staff Inspector 27*$46 = $1,242.00

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
July 7, 2020	☐Regular ☐Timed ☒Consent

DEPARTMENT: Clerk-Recorder/Elections
APPROVING PARTY: Heather Foster
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Resolution approving the consolidation of District and Municipal Elections with the County's General Election to be held on November 3, 2020. (ELECTIONS)

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

Pursuant to Education Code Section 5342 and Elections Code Section 10403, whenever an election called by a district, city, or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city, or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors , and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot.

BACKGROUND INFORMATION:

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

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 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 CONSOLIDATING DISTRICT AND MUNICIPAL ELECTIONS WITH THE GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2020

RESOLUTION 2020-____

WHEREAS, the General Election is scheduled to be held on November 3, 2020 and the City of Loyalton and several districts in the County will also be holding elections; and

WHEREAS, the following city and districts have requested their election be consolidated with the General Election:

DOWNIEVILLE FIRE PROTECTION DISTRICT
1 Measure – Emergency Medical Services and Fire & Rescue Services

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
3 members for Trustee Areas 1, 3 and 4

ALLEGHANY COUNTY WATER DISTRICT
3 Directors

SIERRA CITY FIRE DISTRICT
3 Commissioners
1 Measure - Emergency Medical Services and Fire & Rescue Services

CITY OF LOYALTON
3 Council Members
1 City Clerk

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby order that above-referenced elections be consolidated with the November 3, 2020 General Election, and orders the County Clerk of this County to comply with the applicable provisions of law relating to such consolidation.

BE IT FURTHER RESOLVED that the County Clerk is directed to charge said districts and the City of Loyalton with any and all expenses associated with the conduct of said elections incurred solely by reason of this order of consolidation.

ADOPTED by the Board of Supervisors of the County of Sierra on the 7th day of July, 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA:

_____
JAMES BEARD
CHAIRMAN OF THE BOARD

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____
DAVID PRENTICE
COUNTY COUNSEL

FILED
SIERRA COUNTY CLERK

MAY 21 2020

HEATHER FOSTER
BY: _____ DEPUTY

DOWNIEVILLE FIRE PROTECTION DISTRICT

RESOLUTION #2020- 01

A RESOLUTION AUTHORIZING SUBMISSION TO THE VOTERS OF THE DOWNIEVILLE FIRE PROTECTION DISTRICT AN ORDINANCE ENTITLED AS FOLLOWS:

"AN ORDINANCE OF THE DOWNIEVILLE FIRE PROTECTION DISTRICT ESTABLISHING A SPECIAL PROPERTY TAX FOR EMERGENCY MEDICAL SERVICES AND FIRE & RESCUE SERVICES AND RAISING THE DISTRICT'S SPENDING LIMIT TO ALLOW USE OF PROCEEDS OF THE INCREASED TAX"

WHEREAS, in the judgment of the Board of Commissioners of the Downieville Fire Protection District (the "District" or "DFPD"), it is advisable to call an election to submit to the voters of the District the question whether a special property tax shall be established for Emergency Medical Services and Fire & Rescue Services.

WHEREAS, the Board voted at its regular meeting on _____, 2020, notices of said meeting having been given to the Board and to the public, to approve the proposed Ordinance and the placement of said Ordinance as a ballot measure to be placed before the voters of the District for adoption of the special property tax.

WHEREAS, pursuant to California Government Code, Section 50077, the Board approves its support of the proposed Ordinance (Attachment A), and hereby votes to submit it as a ballot measure to the voters of the District at the November 3, 2020, general statewide election.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF THE DOWNIEVILLE FIRE PROTECTION DISTRICT AS FOLLOWS:

1. That the proposed Ordinance, copy attached as **Exhibit A**, and incorporated herein by reference, be submitted to the voters within said DFPD, without alteration, at the general statewide election to be held on Tuesday, November 3, 2020.

2. That the question submitted to the voters shall read substantially as follows:

Shall the measure proposed by the Downieville Fire Protection District establishing a special property tax of $60.00 per annum per improved real property parcel for Emergency Medical Services and Fire & Rescue Services within the District, for raising an estimated $18,000.00 annually, until the tax is amended or repealed, and raising the appropriations limit of the District to permit spending of the revenue raised by the tax, be adopted?	**YES [ ]** **NO [ ]**

SECTION 4: COLLECTION

The tax shall be collected in the same manner and subject to the same penalty as other property taxes collected by Sierra County.

SECTION 5: SUBMISSION OF SPECIAL TAX TO THE VOTERS

The special property tax to be levied by the passage of this Ordinance shall be submitted to the registered voters within the DFPD at the general election held on November 3, 2020, for their approval or rejection, and shall be by mailed ballot pursuant to the provisions of California Elections Code Sections 4000 et. seq.. The Sierra County Clerk shall be the election official conducting this mailed ballot election. The question submitted to the voters shall read substantially as follows:

Shall the measure proposed by the Downieville Fire Protection District establishing a special property tax of $60.00 per annum per improved real property parcel for Emergency Medical Services and Fire & and Rescue Services within the District, for raising an estimated $18,000.00 annually, until the tax is amended or repealed, and raising the appropriations limit of the District to permit spending of the revenue raised by the tax, be adopted?	**YES [ ]** **NO [ ]**

SECTION 6: APPROPRIATIONS LIMIT

The appropriations limit for the DFPD shall be increased by the amount of the tax money raised by imposition of this tax, as required by Article XIIIB of the California Constitution, also known as the Proposition 4 spending limit (4 years).

SECTION 7: SEVERABILITY CLAUSE

If any section, subsection, sentence, phrase or clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Commissioners of the DFPD hereby declare that they would have adopted the Ordinance and each section thereof despite the fact that any or more sections, subsections, phrases or clauses be declared invalid.

SECTION 8: EFFECTIVE DATE

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters within the DFPD voting in the General Election to be held on November 3, 2020. The special tax shall first appear on the 2021-2022 real property tax bills.

DOWNIEVILLE FIRE PROTECTION DISTRICT

AN ORDINANCE OF THE DOWNIEVILLE FIRE PROTECTION DISTRICT ESTABLISHING A SPECIAL PROPERTY TAX FOR EMERGENCY MEDICAL SERVICES AND FIRE & RESCUE SERVICES, AND RAISING THE DISTRICT'S SPENDING LIMIT TO ALLOW USE OF PROCEEDS OF THE INCREASED TAX

SECTION 1: PURPOSE AND INTENT

It is the purpose of this Ordinance to establish a special property tax on improved parcels of real property within the Downieville Fire Protection District ("DFPD"), which includes the communities of Downieville, Goodyears Bar and Indian Valley and their surrounding areas, in order to augment funding for Emergency Medical Services and Fire & Rescue Services.

Emergency Medical Services ("EMS") includes Basic, Intermediate, and Advanced Medical Services and their necessary infrastructure which includes fire suppression support and rescue and extrication support. A more consistent stream of revenue is essential to sustain DFPD's Emergency Medical Services and Fire & Rescue Services.

The proposed tax is a special tax within the meaning of Section 4 of Article XIIIA of the California Constitution, and is being enacted pursuant to the DFPD's statutory authority and by California Government Code, Section 50077. This tax is based on the use or the right of use of each improved Assessor's parcel; and is based, to the extent practical, upon the costs of providing Emergency Medical Services and Fire & Rescue Services associated with each improved parcel. Since this tax is not an ad valorem tax, the exemptions contained in or authorized by Article XIII of the California Constitution shall not apply.

The revenues raised by this tax shall be placed in a separate account and will be used solely and exclusively for the purposes of obtaining, furnishing, operating and maintaining Emergency Medical Services and Fire & Rescue Services.

SECTION 2: SPECIAL TAX

DFPD's Board of Commissioners is authorized to levy a special tax within its boundaries each year for the purposes stated in Section 1, on each improved parcel of land shown on the respective County Assessor's parcel maps and carried on the County secured property tax rolls; provided, however, that such a special tax shall not be imposed upon a federal or state government agency or another local agency.

SECTION 3: SPECIAL TAX RATE

The special tax rate authorized by this Ordinance shall be **sixty ($60.00) dollars** per improved parcel of land per year.

3. That the DFPD requests and acknowledges that the election will be consolidated with any and all other elections to be held on November 3, 2020, within the District.

PASSED, ADOPTED and FILED at a regular meeting of the Board of Commissioners of the Downieville Fire Protection District held on the 20 day of MAY, 2020, by the following vote:

AYES: 5

NOES: Ø

ABSTENTIONS: Ø

ABSENT: Ø

Chair, District Board of Commissioners

ATTEST:
Secretary, District Board of Commissioners

FILED
SIERRA COUNTY CLERK

JUN 29 2020

HEATHER FOSTER
BY: _____ DEPUTY

Resolution No. 20-011D

RESOLUTION ORDERING ELECTION, REQUESTING COUNTY ELECTIONS TO CONDUCT THE ELECTION, REQUESTING CONSOLIDATION OF THE ELECTION, AND SPECIFICATIONS OF THE ELECTION ORDER

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

WHEREAS, pursuant to Education Code Section 5322, whenever a school district election is ordered, the governing board of the district or the board or officer authorized to make such designations shall, concurrently with or after the order of election, but not less than 123 days prior to the date set for the election in the case of an election for governing board members, or at least 88 days prior to the date of the election in the case of an election on a measure, including a bond measure, by resolution delivered to the county superintendent of schools and the officer conducting the election specify the date of the election and the purpose of the election;

WHEREAS, pursuant to Elections Code Section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election;

WHEREAS, the resolution of the governing body of the city or district shall specify the services requested; and

WHEREAS, pursuant to Elections Code Section 10400, whenever two or more elections, including bond elections, of any legislative or congressional district, public district, city, county, or other political subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body or bodies or officer or officers calling the elections; and

WHEREAS, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot. Upon such request, the Board of Supervisors may order the consolidation; and

WHEREAS, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

WHEREAS, pursuant to Education Code Section 5342 and Elections Code Section 10400, such election for school districts may be either completely or partially consolidated;

WHEREAS, various district, county, and statewide and other political subdivision elections have been or may be called to be held on November 3, 2020;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT the Governing Board/Board of Trustees of the Sierra-Plumas Joint Unified School District hereby orders an election to be called and consolidated with any and all elections also called to be held on November 3, 2020 insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the school district request to the Board of Supervisors of the County of Sierra and County of Plumas to order such consolidation under Elections Code Section 10400; and

BE IT FURTHER RESOLVED AND ORDERED that said School Board hereby requests the Board of Supervisors to permit the Sierra County and Plumas County Elections Department to provide any and all services necessary for conducting the election and agrees to pay for said services pursuant to Elections Code §10520; and

BE IT FURTHER RESOLVED AND ORDERED that pursuant to Education Code Section 5322, the authority for the specifications of the election order, the governing body of the Sierra-Plumas Joint Unified School District hereby orders an election to be held with the following specifications:

The election shall be held on Tuesday, November 3, 2020;

Check the following that apply:

☒ BE IT FURTHER RESOLVED AND ORDERED that the Sierra County and Plumas County Elections Department conduct the election for the following OFFICES on the November 3, 2020 ballot:

SEATS OPEN	OFFICE TERM
Trustee Area #1	4 years
Trustee Area #3	4 years
Trustee Area #4	2 years

No election will be held if there are an insufficient number of nominees.

The qualifications of a nominee of an elective officer of the school district are as follows (i.e. a registered voter in the district, trustee area, etc.)

The Candidate's Statement of Qualifications shall be limited to 200 words and will be paid for by the ( ) district OR (X) candidate.

Date of last map change: March 2006 A current map showing the boundaries within the County of the school district and the divisions of the school district, if any, is attached.

☐ BE IT FURTHER RESOLVED AND ORDERED that the Sierra County and Plumas County Elections Department shall conduct the election for the following MEASURE(S) to be voted on at the November 3, 2020 election: (insert 75-word ballot question here or attach, if more than one)

BE IT FURTHER RESOLVED AND ORDERED that the Sierra County and Plumas County Elections Department is requested to: [Check one of the following]

☐ Print the attached measure text exactly as filed in the Voter's Information Pamphlet section of the Sample Ballot for the November 3, 2020 election. Cost of printing and distribution of the measure text will be paid for by the district.

☐ Not to print the measure text in the Voter's Information Pamphlet of the Sample Ballot but send a copy to voters upon request at the cost of said district.

BE IT FURTHER RESOLVED AND ORDERED that the Sierra County and Plumas County Elections Department is ordered that in the event of a tie vote, the candidate will be selected by:

☐ Run-off election
☒ By lot

PASSED AND ADOPTED by the Sierra Plums Joint Unified School District, County of Sierra, State of California, this 23rd day of June, 2020, by the following vote:

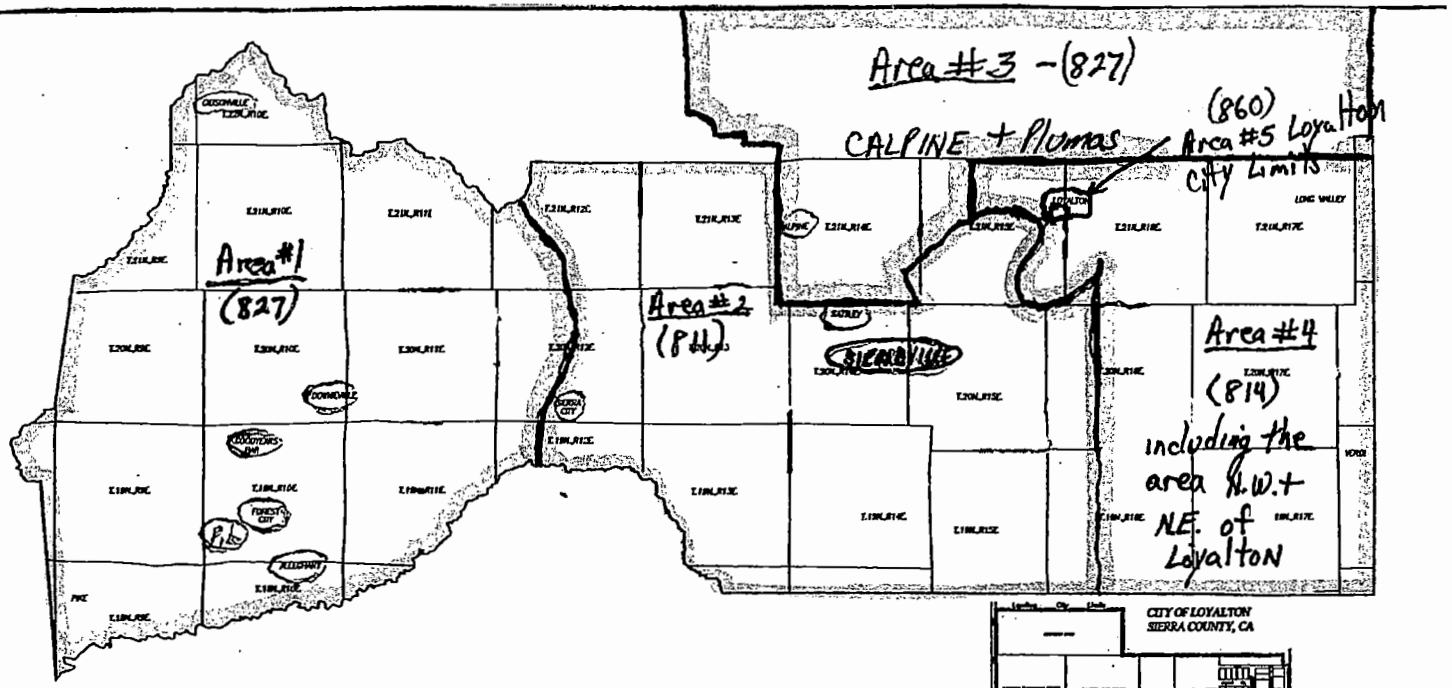
AYES:
NOES:
ABSTENTIONS:
ABSENT:

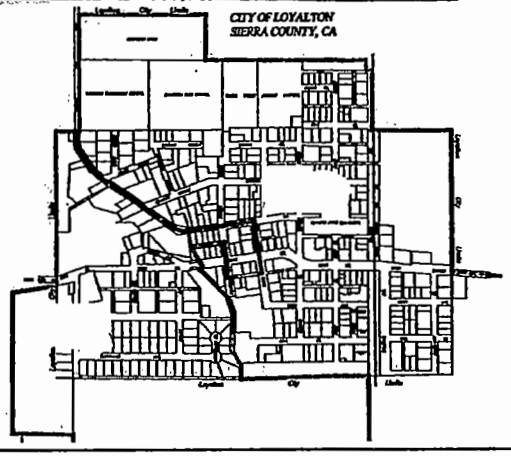
Mike Moore

Mike Moore, President
Chairperson of said School District Board

Attested: Allen Wright
Allen Wright, Clerk

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA PLUMAS JOINT UNIFIED SCHOOL DISTRICT





RECEIVED
MAR 2 0 2006
BY:

FILED
SIERRA COUNTY CLERK

JUN 30 2020

HEATHER FOSTER
BY _____ DEPUTY

Resolution No. 112

RESOLUTION ORDERING AN ELECTION, REQUESTING COUNTY ELECTIONS TO CONDUCT THE ELECTION, AND REQUESTING CONSOLIDATION OF THE ELECTION

ALLEGHANY COUNTY WATER DISTRICT

WHEREAS, pursuant to Elections Code Section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election; and

WHEREAS, the resolution of the governing body of the city or district shall specify the services requested; and

WHEREAS, pursuant to Elections Code Section 10002, the city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district; and

WHEREAS, pursuant to Elections Code Section 10400, whenever two or more elections, including bond elections, of any legislative or congressional district, public district, city, county, or other political subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body or bodies or officer or officers calling the elections; and

WHEREAS, pursuant to Elections Code Section 10400, such election for cities and special districts may be either completely or partially consolidated; and

WHEREAS, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot. Upon such request, the Board of Supervisors may order the consolidation; and

WHEREAS, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

WHEREAS, various district, county, state and other political subdivision elections may be or have been called to be held on November 3, 2020;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT THE governing body of the Alleghany County Water District hereby orders an election be called and consolidated with any and all elections also called to be held on November 3, 2020 insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the district request to the Board of Supervisors of the County of Sierra to order such consolidation under Elections Code Section 10401 and 10403.

BE IT FURTHER RESOLVED AND ORDERED that said governing body hereby requests the Board of Supervisors to permit the Sierra County Elections Department to provide any and all services necessary for conducting the election and agrees to pay for said services, and

BE IT FURTHER RESOLVED AND ORDERED that the Sierra County Elections Department conduct the election for the following offices on the November 3, 2020 ballot:

SEATS OPEN	**OFFICE TERM**
3 Directors	**4 years**

PASSED AND ADOPTED this 27th day of June, 2020 by the following vote:

AYES: Mehrmann, DeWeese, Spencer

NOES: None

ABSTENTIONS: None

ABSENT: Finney, Tenney

Chuck Tenney VP
Chairperson of said Governing Board

Attested: Bill A
Deputy Secretary

FILED
SIERRA COUNTY CLERK

JUN 17 2020

HEATHER FOSTER
BY _____ DEPUTY

Resolution No. 2020-02

RESOLUTION ORDERING AN ELECTION, REQUESTING COUNTY ELECTIONS TO CONDUCT THE ELECTION, AND REQUESTING CONSOLIDATION OF THE ELECTION

SIERRA CITY FIRE DISTRICT

WHEREAS, pursuant to Elections Code Section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election; and

WHEREAS, the resolution of the governing body of the city or district shall specify the services requested; and

WHEREAS, pursuant to Elections Code Section 10002, the city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district; and

WHEREAS, pursuant to Elections Code Section 10400, whenever two or more elections, including bond elections, of any legislative or congressional district, public district, city, county, or other political subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body or bodies or officer or officers calling the elections; and

WHEREAS, pursuant to Elections Code Section 10400, such election for cities and special districts may be either completely or partially consolidated; and

WHEREAS, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot. Upon such request, the Board of Supervisors may order the consolidation; and

WHEREAS, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

WHEREAS, various district, county, state and other political subdivision elections may be or have been called to be held on November 3, 2020;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT THE governing body of the Sierra City Fire District hereby orders an election be called and consolidated with any and all elections also called to be held on November 3, 2020 insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the district request to the Board of Supervisors of the County of Sierra to order such consolidation under Elections Code Section 10401 and 10403.

BE IT FURTHER RESOLVED AND ORDERED that said governing body hereby requests the Board of Supervisors to permit the Sierra County Elections Department to provide any and all services necessary for conducting the election and agrees to pay for said services, and

BE IT FURTHER RESOLVED AND ORDERED that the Sierra County Elections Department conduct the election for the following offices on the November 3, 2020 ballot:

SEATS OPEN	OFFICE TERM
3 Commissioners	**4 years**

PASSED AND ADOPTED this 13th day of June, 2020 by the following vote:

AYES: Cooper, Hayes, Seubert, Nourse & Debiya

NOES: None

ABSTENTIONS: None

ABSENT: None

Malcolm R Cooper
Chairperson of said Governing Board

Attested: Sharon Debiya
Secretary

SIERRA CITY FIRE DISTRICT

RESOLUTION #2020-01

A RESOLUTION AUTHORIZING SUBMISSION TO THE VOTERS OF THE SIERRA CITY FIRE DISTRICT AN ORDINANCE ENTITLED AS FOLLOWS:

"AN ORDINANCE OF THE SIERRA CITY FIRE DISTRICT ESTABLISHING A SPECIAL PROPERTY TAX FOR EMERGENCY MEDICAL SERVICES AND FIRE & RESCUE SERVICES AND RAISING THE DISTRICT'S SPENDING LIMIT TO ALLOW USE OF PROCEEDS OF THE INCREASED TAX"

WHEREAS, in the judgment of the Board of Commissioners of the Sierra City Fire District (the "District" or "SCFD"), it is advisable to call an election to submit to the voters of the District the question whether a special property tax shall be established for Emergency Medical Services and Fire & Rescue Services.

WHEREAS, the Board voted at its regular meeting on _____, 2020, notices of said meeting having been given to the Board and to the public, to approve the proposed Ordinance and the placement of said Ordinance as a ballot measure to be placed before the voters of the District for adoption of the special property tax.

WHEREAS, pursuant to California Government Code, Section 50077, the Board approves its support of the proposed Ordinance (Attachment A), and hereby votes to submit it as a ballot measure to the voters of the District at the November 3, 2020, general statewide election.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SIERRA CITY FIRE DISTRICT AS FOLLOWS:

1. That the proposed Ordinance, copy attached as **Exhibit A**, and incorporated herein by reference, be submitted to the voters within said SCFD, without alteration, at the general statewide election to be held on Tuesday, November 3, 2020.

2. That the question submitted to the voters shall read substantially as follows:

Shall the measure proposed by the Sierra City Fire District establishing a special property tax of $60.00 per annum per improved real property parcel for Emergency Medical Services and Fire & Rescue Services within the District, for raising an estimated $28,000.00 annually, until the tax is amended or repealed, and raising the appropriations limit of the District to permit spending of the revenue raised by the tax, be adopted?	**YES [X]** **NO [ ]**

3. That the SCFD requests and acknowledges that the election will be consolidated with any and all other elections to be held on November 3, 2020, within the District.

PASSED, ADOPTED and FILED at a regular meeting of the Board of Commissioners of the Sierra City Fire District held on the 20 day of June, 2020, by the following vote:

AYES: Cooper, Hayes, Seubert and Nourse

NOES: Dobija

ABSTENTIONS: none

ABSENT: none

Malcolm Cooper
Chair, District Board of Commissioners

ATTEST: Sharon Dobija
Secretary, District Board of Commissioners

SIERRA CITY FIRE DISTRICT

AN ORDINANCE OF THE SIERRA CITY FIRE DISTRICT ESTABLISHING A SPECIAL PROPERTY TAX FOR EMERGENCY MEDICAL SERVICES AND FIRE & RESCUE SERVICES, AND RAISING THE DISTRICT'S SPENDING LIMIT TO ALLOW USE OF PROCEEDS OF THE INCREASED TAX

SECTION 1: PURPOSE AND INTENT

It is the purpose of this Ordinance to establish a special property tax on improved parcels of real property within the Sierra City Fire District ("SCFD"), in order to augment funding for Emergency Medical Services and Fire & Rescue Services.

Emergency Medical Services ("EMS") includes Basic, Intermediate, and Advanced Medical Services and their necessary infrastructure which includes fire suppression support and rescue and extrication support. A more consistent stream of revenue is essential to sustain DFPD's Emergency Medical Services and Fire & Rescue Services.

The proposed tax is a special tax within the meaning of Section 4 of Article XIIIA of the California Constitution, and is being enacted pursuant to the DFPD's statutory authority and by California Government Code, Section 50077. This tax is based on the use or the right of use of each improved Assessor's parcel; and is based, to the extent practical, upon the costs of providing Emergency Medical Services and Fire & Rescue Services associated with each improved parcel. Since this tax is not an ad valorem tax, the exemptions contained in or authorized by Article XIII of the California Constitution shall not apply.

The revenues raised by this tax shall be placed in a separate account and will be used solely and exclusively for the purposes of obtaining, furnishing, operating and maintaining Emergency Medical Services and Fire & Rescue Services pursuant to the terms and provisions of the Mutual Aid Agreement between the SCFD and the Downieville Fire Protection District.

SECTION 2: SPECIAL TAX

SCFD's Board of Commissioners is authorized to levy a special tax within its boundaries each year for the purposes stated in Section 1, on each improved parcel of land shown on the respective County Assessor's parcel maps and carried on the County secured property tax rolls; provided, however, that such a special tax shall not be imposed upon a federal or state government agency or another local agency.

SECTION 3: SPECIAL TAX RATE

The special tax rate authorized by this Ordinance shall be **sixty ($60.00) dollars** per improved parcel of land per year.

SECTION 4: COLLECTION

The tax shall be collected in the same manner and subject to the same penalty as other property taxes collected by Sierra County.

SECTION 5: SUBMISSION OF SPECIAL TAX TO THE VOTERS

The special property tax to be levied by the passage of this Ordinance shall be submitted to the registered voters within the SCFD at the general election held on November 3, 2020, for their approval or rejection, and shall be by mailed ballot pursuant to the provisions of California Elections Code Sections 4000 et. seq.. The Sierra County Clerk shall be the election official conducting this mailed ballot election. The question submitted to the voters shall read substantially as follows:

Shall the measure proposed by the Sierra City Fire District establishing a special property tax of $60.00 per annum per improved real property parcel for Emergency Medical Services and Fire & and Rescue Services within the District, for raising an estimated $28,000.00 annually, until the tax is amended or repealed, and raising the appropriations limit of the District to permit spending of the revenue raised by the tax, be adopted?	**YES [ ]** **NO [ ]**

SECTION 6: APPROPRIATIONS LIMIT

The appropriations limit for the SCFD shall be increased by the amount of the tax money raised by imposition of this tax, as required by Article XIIIB of the California Constitution, also known as the Proposition 4 spending limit (4 years).

SECTION 7: SEVERABILITY CLAUSE

If any section, subsection, sentence, phrase or clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Commissioners of the SCFD hereby declare that they would have adopted the Ordinance and each section thereof despite the fact that any or more sections, subsections, phrases or clauses be declared invalid.

SECTION 8: EFFECTIVE DATE

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters within the SCFD voting in the General Election to be held on November 3, 2020. The special tax shall first appear on the 2021-2022 real property tax bills.

FILED
SIERRA COUNTY CLERK

JUN 22 2020

HEATHER FOSTER
BY: _____ DEPUTY

CITY OF LOYALTON
RESOLUTION NO. 3-2020

A RESOLUTION ORDERING AN ELECTION, REQUESTING COUNTY ELECTIONS TO CONDUCT THE ELECTION, AND REQUESTING CONSOLIDATION OF THE ELECTION

CITY OF LOYALTON

WHEREAS, pursuant to Elections Code Section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election; and

WHEREAS, the resolution of the governing body of the city or district shall specify the services requested; and

WHEREAS, pursuant to Elections Code Section 10002, the city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district; and

WHEREAS, pursuant to Elections Code Section 10400, whenever two or more elections, including bond elections, of any legislative or congressional district, public district, city, county, or other political subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body or bodies or officer or officers calling the elections; and

WHEREAS, pursuant to Elections Code Section 10400, such election for cities and special districts may be either completely or partially consolidated; and

WHEREAS, pursuant to Elections Code Section 10403, whenever an election called by a district, city or political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the election official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot. Upon such request, the Board of Supervisors may order the consolidation; and

WHEREAS, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

WHEREAS, various district, county, state and other political subdivision elections may be or have been called to be held on November 3, 2020;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT THE governing body of the City of Loyalton hereby orders an election be called and consolidated with any and all elections also called to be held on November 3, 2020 insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the city request to the Board of Supervisors of the County of Sierra to order such consolidation under Elections Code Section 10401 and 10403.

BE IT FURTHER RESOLVED AND ORDERED that said governing body hereby requests the Board of Supervisors to permit the Sierra County Elections Department to provide any and all services necessary for conducting the election and agrees to pay for said services, and

BE IT FURTHER RESOLVED AND ORDERED that the Sierra County Elections Department conduct the election for the following offices on the November 3, 2020 ballot:

SEATS OPEN	OFFICE TERM
3 Council Members	**4 years**
1 City Clerk	**4 years**

PASSED AND ADOPTED this 16th day of June, 2020 by the following vote:

AYES: S. Jackson, B. Mitchell, N. Rogers, D. Riede, J. Markum

NOES: None

ABSTENTIONS: None

ABSENT: None

Sarah Jackson, Mayor

Kathy LeBlanc, Deputy City Clerk

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
July 7, 2020	☐Regular ☐Timed ☒Consent

DEPARTMENT: Planning Department
APPROVING PARTY: Tim H. Beals
PHONE NUMBER: 530-289-3251

AGENDA ITEM: Resolution approving Tolling Agreement with AT&T which allows for an extension of processing time for a Conditional Use Permit and Site Plan Review Applications, County Planning File 1669.

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

BACKGROUND INFORMATION: If approved, the attached agreement would further extend the mutally-agreed deadline by which the county must complete its processing of two (2) entitlement applications and have the Planning Commission render its decision, from June 30, 2020 to August 31, 2020. This would be the third such tolling agreement. The former Tolling Agreement (no. 2020-024) was approved by the Board of Supervisors on April 7, 2020. Known as the FCC "Shot-Clock Deadline," for proposed cell towers federal law now prescribes a time period of 150 days from the date of a filed land use application, plus the number of days for the applicant to respond to a timely notice of an incomplete application, for the county to complete its review and render a decision on the project. Because of statutory, regulatory, and comon law requirements pursuant to the California Environmental Quality Act (CEQA), the Planning Department will need additional time to review this particular application.

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____

CLERK TO THE BOARD DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

IN THE MATTER OF APPROVING AGREEMENT WITH AT&T FOR EXTENSION OF FCC SHOT-CLOCK DEADLINE ON PLANNING APPLICATION FILE NO. 1669

RESOLUTION NO. 2020-_____

WHEREAS, the federal Telecommunications Act of 1996, 47 U.S.C. § 332(c)(7)(B)(ii), requires the County to take action on an application for a new wireless telecommunications tower ("cell tower") "within a reasonable period of time" ("FCC Shot Clock") and under the orders issued by the Federal Communication Commission interpreting and implementing this timing requirement, the reasonable period of time to act may be extended by mutual agreement ("Tolling Agreement") between the County and the applicant utility; and,

WHEREAS, a Tolling Agreement with AT&T, identified as Sierra County Agreement no. 2019-137 was approved on November 19, 2019 to extend the FCC Shot Clock until January 16, 2020 with specific regard to Planning Department File no. 1669, applications by New Cingular Wireless PCS, LLC dba AT&T Mobility Corporation ("AT&T") for a Conditional Use Permit and Site Plan Review to install a proposed new cell tower in the Scenic Corridor near the unincorporated town of Downieville in western Sierra County; and,

WHEREAS, a second Tolling Agreement, identified as Sierra County Agreement no. 2020-024, was approved on April 7, 2020 extending the FCC Shot Clock from January 16, 2020 to June 30, 2020; and,

WHEREAS the County requires additional processing time to complete environmental review pursuant to the California Environmental Quality Act (CEQA), so a third extension of the FCC Shot Clock deadline is needed in order to complete the application processing; and the applicant has agreed to enter into a new Tolling Agreement to extend the FCC Shot Clock deadline from June 30, 2020 to August 31, 2020 as evidenced by the attached proposed Agreement.

NOW THEREFORE BE IT RESOLVED that the County of Sierra hereby authorizes either the Chairman of the Board of Supervisors or Tim H. Heals, Director of Planning, to sign the aforementioned Tolling Agreement with AT&T on behalf of Sierra County.

ADOPTED by the Board of Supervisors of the County of Sierra on the 7th day of July, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

COUNTY OF SIERRA

_____
JAMES BEARD, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____
DAVID PRENTICE
COUNTY COUNSEL

MICHAEL G. GUIBORD
Director, Construction &
Engineering

AT&T Mobility Services LLC
5001 Executive Parkway
Room 4W850T
San Ramon, CA 94583

(925) 277-6300 Phone
mg8329@att.com

June 30, 2020

VIA E-MAIL ONLY

Brandon Pangman (bpangman@sierracounty.ca.gov)
Assistant Director
Sierra County Planning & Building Department
101 Courthouse Square PO Box 530
Downieville, CA 95936

Re: Tolling Agreement on AT&T Application – 160 Galloway Street
AT&T Site No. CVL02130 – APN: 002-150-010 – CUP Application, File No. 1669

Dear Mr. Pangman:

With respect to the above-referenced application ("Application"), the federal Telecommunications Act of 1996, 47 U.S.C. § 332(c)(7)(B)(ii), requires the County to take action "within a reasonable period of time." Under the orders issued by the Federal Communications Commission interpreting and implementing this timing requirement, the reasonable period of time to act may be extended by mutual agreement between the County and AT&T Mobility ("AT&T").

AT&T and the County previously agreed to extend the deadline for the County to process the Application to June 30, 2020. Additional time is needed to fully process the Application. AT&T and the County now agree to further extend the deadline for the County to process the Application to August 31, 2020. The parties further agree that no limitations period for any claim of unreasonable or unlawful delay in processing the Application shall commence to run before August 31, 2020.

To confirm the County's agreement, please countersign below and return this letter to me. Thank you.

Sincerely,

Michael G. Guibord

Agreed:

Sierra County, California

_____

By: _____

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

MEETING DATE: July 7, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Clerk-Recorder
APPROVING PARTY: Heather Foster, Clerk-Recorder
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Minutes from the regular meeting held on May 5, 2020.

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

BACKGROUND INFORMATION:

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

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

SPACE BELOW FOR CLERK'S USE

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

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 May 5, 2020. This meeting was recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

PLEDGE OF ALLEGIANCE: Led by Chair Beard

ROLL CALL

Present: Lee Adams, Vice-Chair, Supervisor, District #1
Peter W. Huebner, Supervisor, District #2
Paul Roen, Supervisor, District #3
Jim Beard, Supervisor, Chair, District #4
Sharon Dryden, Supervisor, District #5

Staff: Heather Foster, County Clerk-Recorder
Amanda Uhrhammer, Deputy County Counsel
Van Maddox, Auditor/Treasurer Tax-Collector
Tim Beals, Director of Planning and Transportation
Lea Salas, Director of Behavioral Health
Vickie Clark, Director of Health and Social Services
Celia Sutton-Pado, County Health Officer

APPROVAL OF THE CONSENT AGENDA

The Board moved to approve the Consent Agenda.

APPROVED. Motion: Adams/Roen/Unanimous Roll Call Vote: 5/0

13. CONSENT AGENDA

13.A. Addendum to the Memorandum of Understanding between California Health and Wellness Plan (CHWP) and the County of Sierra for coordination of services for screening, referral, coordination and delivery of alcohol and other drug services for Medi-Cal beneficiaries. (BEHAVIORAL HEALTH)

APPROVED, Agreement 2020-034

13.B. Memorandum of Understanding between California Health and Wellness Plan and County of Sierra for coordination of services for delivery of specialty mental health services to members served by both parties. (BEHAVIORAL HEALTH)

APPROVED, Agreement 2020-035

13.C. Resolution authorizing the Sierra County Auditor to make certain changes to the 2019-2020 Final Budget - Coronavirus Preparedness and Response Supplemental Appropriations Act funding. (PUBLIC HEALTH)

ADOPTED, Resolution 2020-052

13.D. Resolution rescinding Resolution 2020-049 and certifying County roads contained in maintained mileage system for submittal to the State of California. (PUBLIC WORKS)

ADOPTED, Resolution 2020-053

13.E. Resolution rescinding Resolution 2020-039 and Agreement 2020-025 and approving revised Lease Option Renewal, Fifth Amendment with Pacific Bell for use of property at Sierra City Community Park. (PUBLIC WORKS)

ADOPTED, Resolution 2020-054
APPROVED, Agreement 2020-036

13.F. Resolution rescinding Agreement 2020-032 and approving revised agreement with SPI for continued use of Plum Valley Park as a county facility. (PUBLIC WORKS)

ADOPTED, Resolution 2020-055
APPROVED, Agreement 2020-037

13.G. Approval of expenditure in the amount of $8,568.79 to Light Foot Truck Repair, Inc. for radiator replacement and and related parts and labor for Road Department vehicle #279, a water truck. (PUBLIC WORKS)

13.H. Minutes from the special meeting held on March 20, 2020. (CLERK-RECORDER)

13.I. Minutes from the special meeting held on March 31, 2020. (CLERK-RECORDER)

APPROVAL OF THE REGULAR AGENDA

The Board moved to approve the Regular Agenda.

APPROVED. Motion: Huebner/Roen/Unanimous Roll Call Vote: 5/0

REGULAR AGENDA

2. PUBLIC COMMENT OPPORTUNITY

At 9:07 a.m., Chair Beard opened the public comment opportunity.

Comments were received from Glenn Haubl, Sierra Pines Resort requesting the County reform the Economic Development Committee for the 2020/2021 Fiscal Year.

Following brief discussion and by consensus, the Board directed adding this discussion to the next meeting agenda.

At 9:09 a.m. Chair Beard closed the public comment opportunity with no other persons addressing the Board.

3. COMMITTEE REPORTS & ANNOUNCEMENTS

Supervisor Adams reported on CSAC and RCRC holding meetings telephonically due to COVID. Supervisor Adams also reported on the California Counties CAO Association's request to all RCRC counties to sign onto a letter regarding the CARES Act and having a carve out for smaller counties, and as the County's RCRC delegate he agreed to sign onto the letter.

4. DEPARTMENT MANAGERS' REPORTS & ANNOUNCEMENTS

The Director of Behavioral Health reported on an upcoming vacancy in the Downieville office for the office manager position.

5. FOREST SERVICE UPDATE

Yuba River District Ranger Lon Henderson reported on various matters going on in the district.

The Director of Planning requested a meeting with Ranger Henderson to discuss the scenic byway program nomination as the deadline has been extended, and the $100,000 planning agreement for the Greene Acres project. The Director also requested Ranger Henderson help the County obtain a burn permit for the transfer stations prior to the burn ban in the near future.

Sierraville District Ranger Quentin Youngblood reported on various matters going on in the district.

Supervisor Adams commented on the upcoming fire season and recommended the Forest Service take advantage of reducing fire danger with prescribed burns as it is critical now more than ever.

6. BEHAVIORAL HEALTH - LEA SALAS

6.A. Professional Services Agreement between North American Mental Health Services (NAMHS) and County of Sierra for telepsychiatry services.

The Director of Behavioral Health provided background on the agreement with North American Mental Health Services for telesychiatry services.

The Board moved to approve the professional services agreement Between North American Mental Health Services (NAMHS) and County of Sierra for telesychiatry services.

APPROVED, Agreement 2020-038. Motion: Adams/Roen/Unanimous Roll Call Vote: 5/0

7. HEALTH & SOCIAL SERVICES - VICKIE CLARK

7.A. Resolution authorizing the acceptance of additional COVID-19 Crisis Response Funding.

The Director of Health and Social Services briefly explained that this is a second round of the COVID-19 Crisis Response Funding.

The Board moved to adopt the resolution authorizing the acceptance of additional COVID-19 Crisis Response Funding.

ADOPTED, Resolution 2020-056. Motion: Adams/Huebner/Unanimous Roll Call Vote: 5/0

7.B. Approval of the County Medical Services Program (CMSP) COVID-19 Emergency Response Grant (CERG) Program Application.

The Director of Health and Social Services provided background on the County Medical Services Program (CMSP) COVID-19 Emergency Response Grant (CERG) Program funding.

The Board moved to approve the County Medical Services Program (CMSP) COVID-19 Emergency Response Grant (CERG) Program Application.

APPROVED. Motion: Adams/Roen/Unanimous Roll Call Vote: 5/0

8. PUBLIC WORKS/TRANSPORTATION - TIM BEALS

8.A. License Agreement (Public Safety Power Shutoff) with Pacific Gas and Electric Company for use of the Nevada Street Parking Lot located at Highway 49 and Nevada Street as a customer resource center during public safety power shutoff events.

Following a brief overview of the agreement by the Director of Public Works, the Board moved to approve the license agreement (Public Safety Power Shutoff) with Pacific Gas and Electric Company for use of the Nevada Street Parking Lot located at Highway 49 and Nevada Street as a customer resource center during the public safety power shutoff events.

APPROVED, Agreement 2020-039. Motion: Adams/Roen/Unanimous Roll Call Vote: 5/0

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. (CLERK OF THE BOARD)

The Director of Health and Social Services commented on moving from stage 1 to stage 2 which is a soft reopening and only allows for the opening of some retail businesses for curbside pickup and the Governor's decision to allow counties to provide a county readiness plan. The Director continued to review in detail the proposed Sierra County Phased Opening Plan.

The County Health Officer commented on the proposed plan and the required 30-day waiting period before moving into stage 3.

Considerable discussion ensued pertaining to the proposed plan to reopen the County.

Public comments were received by Lee Kirby, Sardine Lake Resort; Jesse Passafiume, the Lure Resort; and Glen Haubl, Sierra Pines Resort.

In response to public inquiry, the Director of Health and Social Services clarified that the department will be holding a presentation on May 12, 2020 regarding personal protection equipment (PPE) and would be adding this information to the County's website in both English and Spanish.

The Board moved to approve the Sierra County Phased Opening Plan and Attestation Statement.

Additional public comment was received by Sabrina Smith, Downieville Outfitters.

APPROVED. Motion: Roen/Huebner/Majority Roll Call Vote: 4/1 (Chair Beard NO)

Additional reports were given by Lee Brown, OES Coordinator, the Sheriff and Director of Public Works.

12. TIMED ITEMS

12.A. 10:00 A.M. INCORPORATED SENIOR CITIZENS

Presentation by Carolyn Widman, Executive Director of Incorporated Senior Citizens, on the Loyalton Senior Center's efforts to meet the needs of the community during the COVID-19 pandemic. (SUPERVISOR DRYDEN)

This item was continued to the May 19, 2020 Board meeting.

9.B. Declaration of vacancy on the Sierra County Fish and Wildlife Commission and direction to Clerk to advertise said vacancy. (SUPERVISOR HUEBNER)

Following a brief overview by Supervisor Huebner, the Board moved to declare Gale Dupree's position on the Sierra County Fish and Wildlife Commission vacant and directed the Clerk to advertise said vacancy.

APPROVED. Motion: Adams/Roen/Unanimous Roll Call Vote: 5/0

9.C. Discussion/action on letter from the Wildlife Conservation Board (WCB) proposing land acquisition adjacent to the Smithneck Creek Wildlife Area. (SUPERVISOR ROEN)

Supervisor Roen provided background on the proposed land acquisition and requested a letter from the Board expressing concerns with respect to the impacts to the County's PILT payments and encouraging continued historical grazing practices on the land.

The Board moved to authorize the Director of Public Works and Supervisor Roen to draft and submit a letter to the Wildlife Conservation Board expressing the County's concerns with respect to the impacts to the County's PILT payments and encouraging continued grazing on the land.

APPROVED. Motion: Huebner/Adams/Unanimous Roll Call Vote: 5

10. COUNTY BOARD OF SUPERVISORS AND COUNTY SERVICE AREAS JOINT MEETING

At 11:42 a.m. Chair Beard convened as the County Board of Supervisors and County Service Area joint meeting.

10.A. Discussion/adoption of resolution commencing proceedings under the County Service Area Law to create a County service area zone within existing County Service Area 4 for the creation of an assessment on improved property for an emergency services assessment to partially fund a professional services agreement between the Sierra County Fire Protection District #1, Sierra County, and Truckee Meadows Fire Protection District to include the unincorporated communities of Long Valley, Verdi, and other individual properties located within the portions of Sierra County located within the extreme eastern region of Sierra County as described by map included within the resolution proposed for consideration.

The Director of Planning reviewed in detail the necessary steps outlined in the new County Service Area law to create or expand a county service area zone within County Service Area 4 for the creation of an assessment on improved property for an emergency services assessment to partially fund a professional services agreement between the Sierra County Fire Protection District #1, Sierra County, and Truckee Meadows Fire Protection District.

Following considerable discussion, the Board directed staff to draft the proposed resolution commencing the proceedings under the County Service Area Law to expand the County service area zone within existing County Service Area 4 for adoption at the May 19, 2020 Board meeting.

Brief discussion ensued with the Board.

At 12:19 p.m. Chair Beard adjourned as the joint meeting of the Board of Supervisors and County Service Area Board of Directors and reconvened as the Board of Supervisors.

CLOSED SESSION STATEMENT

Deputy County Counsel reported out for the April 21, 2020 Board meeting.

April 21, 2020 - 10.A. Closed session pursuant to Government Code Section 54956.9(a) - conference with legal counsel regarding the following litigation: ARP - Loyalton Cogen LLC Chapter 11 Bankruptcy - United States Bankruptcy Court Central District Case No. 8:20-bk-10535-ES.

Deputy County Counsel reported that direction to staff was given.

11. CLOSED SESSION

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

The Board met in closed session from 12:25 p.m. to 12:33 p.m.

ADJOURN

At 12:33 p.m., with no further business, Chair Beard adjourned the meeting.

_____
JIM BEARD, CHAIR
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

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

MEETING DATE: July 7, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Clerk-Recorder
APPROVING PARTY: Heather Foster, Clerk-Recorder
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Minutes from the special meeting held on June 23, 2020.

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

BACKGROUND INFORMATION:

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

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

SPACE BELOW FOR CLERK'S USE

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

STATE OF CALIFORNIA, COUNTY OF SIERRA
BOARD OF SUPERVISORS
MINUTES
SPECIAL 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 special session commencing at 2:00 p.m. on June 23, 2020. This meeting was recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

PLEDGE OF ALLEGIANCE: Led by Chair Beard

ROLL CALL

Present: Lee Adams, Supervisor, Vice-Chair District #1
Peter W. Huebner, Supervisor, District #2
Paul Roen, Supervisor, District #3
Jim Beard, Supervisor, Chair, District #4
Sharon Dryden, Supervisor, District #5

Staff: Heather Foster, County Clerk-Recorder
Amanda Uhrhammer, Deputy County Counsel
Van Maddox, Auditor/Treasurer Tax Collector
Tim Beals, Director of Planning and Transportation
Jeremy Miller, Chief Technology Officer

APPROVAL OF REGULAR AGENDA

The Board moved to approve the Regular Agenda.

APPROVED. Motion: Dryden/Roen/Unanimous Roll Call Vote: 5/0

REGULAR AGENDA

PUBLIC COMMENT OPPORTUNITY

At 2:14 p.m. Chair Beard opened and closed the public comment opportunity with no persons addressing the Board.

INFORMATION SYSTEMS - JEREMY MILLER

3.A. Copier lease agreement between the County of Sierra and Ray Morgan Company.

The Chief Information Technology Officer provided background on the copier lease agreement with Ray Morgan Company, which agreement will result in savings to the County.

Following brief discussion, the Board moved to approve the copier lease agreement between the County of Sierra and Ray Morgan Company.

APPROVED, Agreement 2020-071. Motion: Adams/Roen/Unanimous Roll Call Vote: 5/0

1. CLOSED SESSION

4.A. Closed session pursuant to Government Code Section 54957 - performance review regarding Director of Planning and Transportation.

The Board met in closed session from 2:36 p.m. to 5:07 p.m.

ADJOURN

At 5:07 p.m., with no further business, Chair Beard adjourned the meeting.

_____
JIM BEARD, CHAIR
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

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

MEETING DATE: July 7, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Clerk-Recorder
APPROVING PARTY: Heather Foster, Clerk-Recorder
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Minutes from the special meeting held on June 29, 2020.

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

BACKGROUND INFORMATION:

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

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

SPACE BELOW FOR CLERK'S USE

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

STATE OF CALIFORNIA, COUNTY OF SIERRA
BOARD OF SUPERVISORS
MINUTES
SPECIAL 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 special session commencing at 10:00 a.m. on June 29, 2020. This meeting was recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

PLEDGE OF ALLEGIANCE: Led by Chair Beard

ROLL CALL

Present: Lee Adams, Supervisor, Vice-Chair District #1
Peter W. Huebner, Supervisor, District #2
Paul Roen, Supervisor, District #3
Jim Beard, Supervisor, Chair, District #4
Sharon Dryden, Supervisor, District #5

Staff: Heather Foster, County Clerk-Recorder
Amanda Uhrhammer, Deputy County Counsel
Van Maddox, Auditor/Treasurer Tax Collector
Tim Beals, Director of Planning and Transportation
Laura A. Marshall, Assessor/Solid Waste Fee Administrator

APPROVAL OF REGULAR AGENDA

The Board moved to approve the Regular Agenda.
APPROVED. Motion: Roen/Huebner/Unanimous Roll Call Vote: 5/0

REGULAR AGENDA

2. PUBLIC COMMENT OPPORTUNITY

At 10:05 a.m. Chair Beard opened and closed the public comment opportunity with no persons addressing the Board.

3. PUBLIC WORKS/TRANSPORTATION - TIM BEALS

3.A. Resolution approving proposed Solid Waste Budget for the 2020/2021 Fiscal Year.

Chair Beard commented on the item and expressed his opposition to the citizens of the County being charged for the loss of revenue from the Loyalton Mobile Home Park and the Forest Service.

The Director of Public Works reviewed the proposed solid waste budget in detail and the loss in revenue from the Forest Service and Loyalton Mobile Home Park, which can be written off over three years in the amount of $65,619 per year.

Discussion ensued with the Board and staff regarding giving the Forest Service until September 1, 2020 to pay their solid waste fees and removing their negative fees from the budget which changes the write off amount to $41,025.

The Director continued to review the changes in the solid waste budget since the last fiscal year.

Discussion ensued regarding the projected revenue based on the solid fees and keeping a $100,000 contingency fund.

Following discussion, the Board moved to adopt the Solid Waste Budget for the 2020/2021 Fiscal Year as amended to reflect the operations budget at $1,062,539 and the administrative budget at $69,410 for a total budget of $1,131,949.00, which includes a contingency fund of approximately $100,000.

ADOPTED as amended, Resolution 2020-074. Motion: Huebner/Roen/Majority Roll Call Vote: 4/1 (Chair Beard NO)

4. ASSESSOR / SOLID WASTE ADMINISTRATOR - LAURA A. MARSHALL

4.A. Resolution pertaining to the Solid Waste Fees for the 2020/2021 Fiscal Year.

Discussion ensued with the Board and staff in regards to reducing the Solid Waste Fee for Fiscal Year 2020/2021.

Following considerable discussion, the Board moved to adopt the resolution pertaining to the Solid Waste Fees for the 2020/2021 Fiscal Year setting the fee at $18.38 per loose cubic yards and $330.84 per residential unit.

ADOPTED, Resolution 2020-075. Motion: Roen/Huebner/Unanimous Roll Call Vote: 5/0

ADJOURN

At 11:12 a.m., with no further business, Chair Beard adjourned the meeting.

_____
JIM BEARD, CHAIR
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

NOTICE OF INTENT TO HARVEST TIMBER

RECEIVED
JUN 22 2020
By

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: 8/2/2020
(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: $108.78
(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: 2-20-00045-PLU

Date of Receipt:

RECEIVED
JUN 17 2020
REDDING
FOREST PRACTICE

High Country II THP
Location 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
La Porte Quad

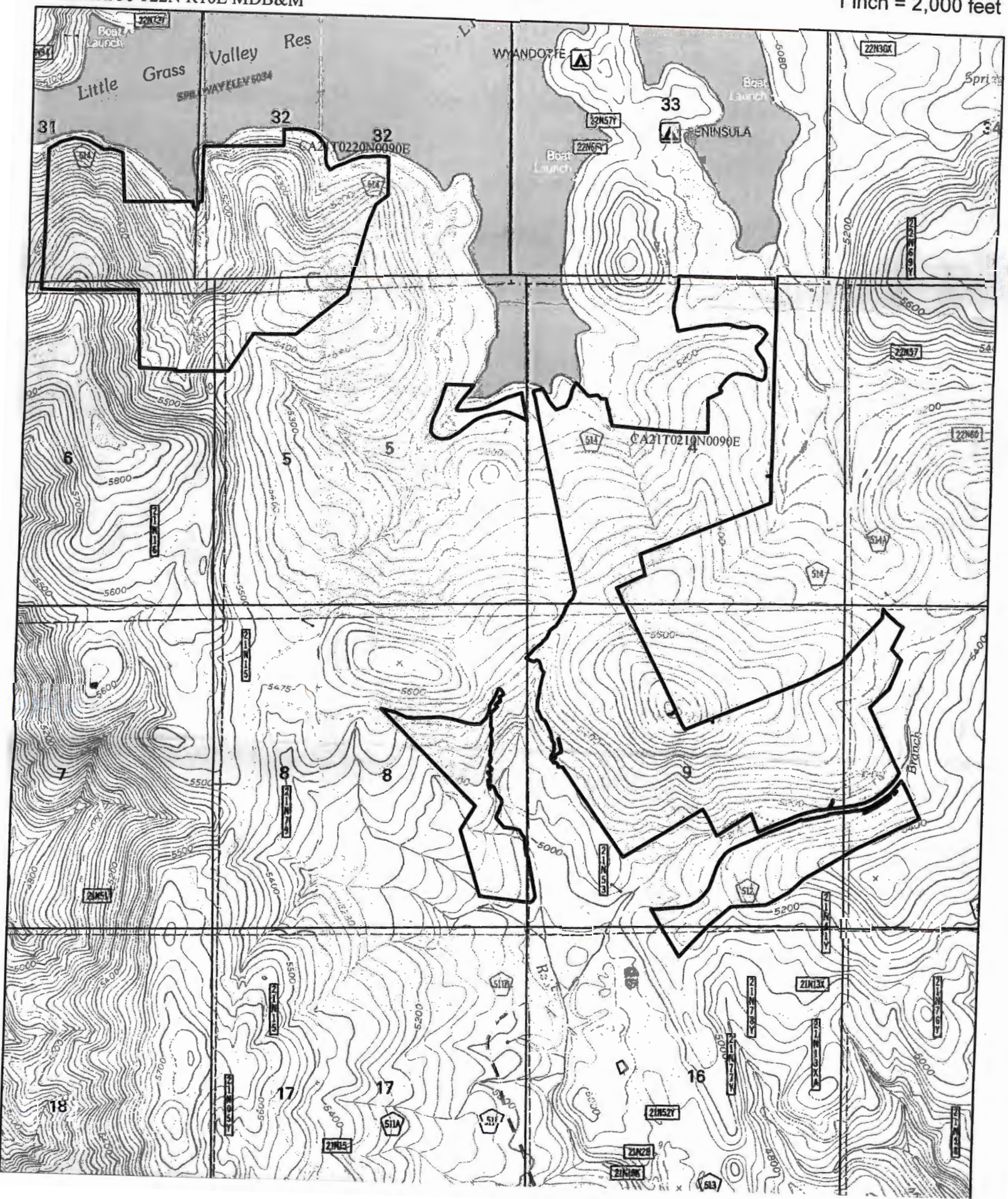
N

1 inch = 5,280 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

N

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

N

1 inch = 2,000 feet

Alan Deaner
PO Box 1212
Colusa, Ca 95932

Anderson Tree Farm
2850 Union St
San Francisco, Ca 94123

Andrew Knutsen
689 Harbor Cove Lane
Santa Cruz, Ca 95062

Anthony Ruiz
711 Savannah Dr.
Yuba City, Ca 95991

Beymer Farms Inc
PO Box 3245
Yuba City, Ca 95992

Bonnie Breda
102 Adobe St
Santa Cruz, Ca 95060

Brian Taylor
4082 Broadway
Live Oak, Ca 95953

Chistine Michelet
PO Box 625
Gridley, Ca 95948

Claire Andoe etal
1520 7th St
Oroville, Ca 95965

Daniel Pipkin
776 Winslow Dr
Yuba City, Ca 95991

Darrin Williams
PO Box 266
Arbuckle, Ca 95912

David Lore
PO Box 302
Clipper Mills, Ca 95930

David Pittman
282 Canyon Highlands Dr.
Oroville, Ca 95966

Dennis Serger
9002 Graffis Rd
Yuba City, Ca 95991

Dianna Moore
8799 Rubia Dr
Elk Grove, Ca 95624

Dominic Dominguez
PO Box 333
La Porte, Ca 95930

Dorothy Bringle
2315 Primio Way
Sparks, NV 89434

Douglas Engrahm
1035 9th St
Colusa, Ca 95932

Francesco Thomas
PO Box 433
Fairfax, Ca 94978

Frank Alfieri
172 Ward Blvd.
Oroville, Ca 95966

Fraser Page
1318 Ruth Ave
Yuba City, Ca 95993

Gary Dovenberg
7500 Shelborne Dr
Granite Bay, Ca 95746

Geoffrey Skinner
3175 Hopscotch Way
Roseville, Ca 95747

Gerald Hermansen
67 Putman Dr
Oroville, Ca 95966

Heather Warren
4201 Story Lane
Anderson, Ca 96007

HM Bradley Trust
19855 Barton Hill Rd
Strawberry Valley, Ca 95981

Holly Rohrbach
3788 Lincoln Rd
Yuba City, Ca 95993

Howard McArthur
PO Box 179
Browns Valley, Ca 95918

Jacob Russell Etal
13611 Rough & Ready Hwy
Rough & Ready, Ca 95975

Richard Lovell
2251 Reed Rd
Yuba City, Ca 95993

Robert Brakkock
178 Suisun Ct
Vacaville, Ca 95688

Robert Buckman
PO Box 225
Clipper Mills, Ca 95930

Robert Sandrock
1325 Estates Dr
Dixon, Ca 95620

Roger Fiack
8693 S Butte Rd
Sutter, Ca 95982

Ronald Anderson Etal
2729 Imperial Way
Yuba City, Ca 95993

Ryan Romness
8832 Pass Rd
Sutter, Ca 95982

Scott Macy
674 Platt Circle
El Dorado Hills, Ca 95762

Siller Bros
1255 Smith Rd
Yuba City, Ca 95991

Silvertip Springs Association
PO Box 313
Clipper Mills, Ca 95930

Stanley Blois
4-53027 Range Rd 20
Parkland County AB Canada T7Y 2G8

Tamara Lynn
2531 Cathay Way
Sacramento, Ca 95821

Terry Mason
PO Box 908
Marysville, Ca 95901

Thomas Lawson
1004 Palos Verdes Ct
Roseville, Ca 95661

Timothy Slage
5634 Riggins Ct. Unit 10
Reno, NV 89502

Todd Craig
3215 Jefferson Blvd.
West Sacramento, Ca 95691

Mt. Hough Ranger District
39696 State Highway 70
Quincy, Ca 95971

Virginia Milan Trustee
798 St. Francis Ave
Novato, Ca 94947

Warren Willsey
18199 Jayhawk Dr
Penn Valley, Ca 95946

William Gilbert
10 Woodcrest Dr
Oroville, Ca 95966

William Minton
4105 Shirley Place
Yuba City, Ca 95993

William Richardson
14515 Kenney Ave
Red Bluff, Ca 96080

Zachary Zwissig
PO Box 202
Sutter, Ca 95982

Plumas County public Works
1834 East Main St
Quincy, Ca 95971

PG+E
Attn: Mark Stewart
4636 Missouri Flat Rd.
Placerville, CA 95667

Jadene Jones
1681 Halverson Ct
Folsom , Ca 95630

Janice Wagner
162 North 1400 East
Pleasant Grove, UT 84062

Jason Gowen
1653 Halpin Rd
Palermo, Ca 95968

Jason Sigman
4810 Kentucky Lane
Fair Oaks, Ca 95628

Jeffrey Davey
879 Mahogany Dr
Minden, Nv 89423

Jessica Maslan
5478 Wold Trail
Loma Rica, Ca 95901

Joanna Stockton
10 Corte Alegre
Greenvrae, Ca 94904

John Clemmens
6219 Oakridge Way
Sacramento, Ca 95831

Jonathan Hays
1697 Hazel Ave
Yuba City, Ca 95993

Kathleen Courtney
2259 Torc Mountain Lane
Lincoln, Ca 95648

Keith Wehri
1742 Starr Rd
Yuba City, Ca 95993

Ken Butler
40 Countryview Lane
Oroville, Ca 95966

Kirt Stassi
1610 East Clay St
Colusa, Ca 95932

Kurt Ehret
6620 Posten Way
Citrus Heights, Ca 95621

Kyle Taylor
5582 South Butte Rd
Yuba City, Ca 95993

La Shell Sample-Sanders
PO Box 1281
Gridley, Ca 95948

Louis Altomar
724 Mayfair Ave
Yuba City, Ca 95991

Michael Dacquisto
2632 Casabella Dr
Redding, Ca 96002

Michael Geyer
164 Wyer Rd
Arbuckle, Ca 95912

Michael Seliskar
690 Lalique Circle #1101
Naples, Fl 34119

Michael Voorhees
PO Box 865
Arbuckle, Ca 95912

Mike Polit
PO Box 625
Maxwell, Ca 95955

Milton Roberts
5090 River Rd
Colusa, Ca 95932

Nancy Sevilla
7324 Circle Dr
Rohnert Park, Ca 94928

Nany Myers
585 College City Rd
Arbuckle, Ca 95912

Neal Peart
414 4th St #A3
Woodland, Ca 95695

Oroville Wyandotte Irrigation District
2310 Oroville Quincy Hwy
Oroville, Ca 95965

Pancake Bay Mutual Water Co.
No mailing address

Patricia Walker
9513 Patte Way
Orangevale, Ca 95662

Richard Lansburgh
823 North St
Woodland, Ca 95695