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 August 4, 2020. This meeting will be recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

In accordance with the Governor's Executive Order pertaining to convening of public meetings in response to COVID-19 pandemic, the Board of Supervisors will hold meeting 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: 146 182 7687

By PC: http://tinyurl.com/08042020bos
Access Code: 146 182 7687

NOTICE

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

Heather Foster
Clerk of the Board of Supervisors
County of Sierra
100 Courthouse Square, Room 11

P.O. Drawer D
Downieville, CA 95936
clerk-recorder@sierracounty.ca.gov

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

REGULAR AGENDA

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

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

2. **PUBLIC COMMENT OPPORTUNITY**

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

3. **COMMITTEE REPORTS & ANNOUNCEMENTS**

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

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

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

5. **FOREST SERVICE UPDATE**

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

6. **BOARD OF SUPERVISORS**

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

Documents:

COVID-19 Item.pdf

7. **AUDITOR / TREASURER-TAX COLLECTOR - VAN MADDOX**

7.A. Professional Legal Services Agreement between Jeff Cunan and the County of Sierra for

defense counsel services in the case of People v. John Thomas Conway, filed in the Sierra County Superior Court.

Documents:

Cunan Agreement.pdf

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

8.A. Amendment to Employment Contract No. 2019-135, with an effective date of March 20, 2020 through March 19, 2021, by and between the County of Sierra, a political subdivision of the State of California and Celia Sutton-Pado, MD.

Documents:

Sutton-Pado Amendment Board.pdf

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

9.A. Approval of Stewardship Agreement Supplemental Project Agreement (SPA) between Sierra County and the USDA Forest Service- Tahoe National Forest tiered to Master Stewardship Agreement #20-SA- 11051700-006 - 49 Aspen.

Documents:

SAP.ITEM.pdf

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

10.A. Professional Services Agreement with NST Engineering, Inc to replace the agreement formerly with Jim Mcintyre (Oak Knoll Engineering) for Building Department structural plan check services for building permit plan review as required by the adopted building codes for the County.

Documents:

NST.Item.pdf

11. **TIMED ITEMS**

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

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

11.A.i. 1) Conduct public hearing on proposed annual assessment fee for County Service Area 4 - Zone 4B Verdi and Long Valley Fire Protection and Emergency Medical Services; 2) determination of written protests received following the conclusion of the public hearing; and 3) possible adoption of resolution establishing annual assessment fee for County Service Area 4 - Zone 4B Verdi and Long Valley Fire Protection and Emergency Medical Services.

Documents:

CSA 4 - 4B Asmt Public Hearing.pdf

11.A.ii. Resolution repealing a special tax in County Service Area 4 - Verdi Zone of Benefit imposed by Resolution 2006-063.

Documents:

Repeal Spcl Tax CSA Verdi Zone.pdf

11.A.iii. Contract Change Order 10 for County Agreement # 2019-002 dated July 23, 2019 with RDC Construction to extend date of completion for the Sierra Brooks Water Project to November 9, 2020, an 81 day time extension.

Documents:

CCO 10 Item.pdf

12. **CONSENT AGENDA**

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

12.A. Resolution approving agreement for jail services between Nevada County and Sierra County for the booking and housing of inmates. (SHERIFF)

Documents:

Sheriffs Nevada Jail 2020.pdf

12.B. Resolution approving the California Office of Emergency Services (CalOES) 2020/21 Victim/Witness Grant. (DISTRICT ATTORNEY)

Documents:

VW BOARD PACKET.pdf

12.C. Agreement between County of Sierra and Northern California EMS, Inc. COVID-19 Hospital Preparedness Program (HPP) award # COVID-19-4602 Multi-County Local Emergency Medical Services Agency (LEMSA) deliverables. (PUBLIC HEALTH)

Documents:

NorCal LEMSA Board.pdf

12.D. Amendment to Agreement 2005-153, 2008-125, 2011-062, 2018-045 and 2020-012 between the County of Plumas and the County of Sierra for Unified Program Services. (PUBLIC HEALTH)

Documents:

Plumas County CUPA Amendment Board.pdf

12.E. Professional Services Agreement between Sierra County Child Abuse Council and

Sierra County to provide the community outreach and education, as well as skills training and resources to achieve goals essential to the safety, permanency, and well-being of children and families in Sierra County. (SOCIAL SERVICES)

Documents:

SCCAC Agreement Board.pdf

12.F. Professional Services Agreement between Toddler Towers, Inc. and Sierra County for early childhood care and education, parent support and respite care services. (SOCIAL SERVICES)

Documents:

Toddler Towers Agreement Board.pdf

12.G. Resolution Approving the Training/Consultation Agreement between Victor Training Services and Sierra County Behavioral Health for Therapeutic Behavioral Services (TBS) and authorizing the Behavioral Health Administrative Director to sign the agreement. (BEHAVIORAL HEALTH)

Documents:

Victor Board.pdf

12.H. Tesla Energy Products Purchase Agreement-California Self-Generation Incentive Program (SGIP) for an Energy Storage System (battery backup) for the Sierra County Courthouse Complex to be installed at no cost to the county. (PUBLIC WORKS)

Documents:

Tesla.Item.pdf

12.I. Resolution of Intent proposing use of Title III funds in the total amount of $500.00 for costs for mapping for the GIS System related to the Sierra Brooks Community Firewise Plan in order to increase protection of people and property, including adjacent federal lands, around the communities of Sierra Brooks. (PUBLIC WORKS)

Documents:

Title 3.Item.pdf

12.J. Minutes from the regular meeting held on July 21, 2020. (CLERK)

Documents:

07212020 minutes.pdf

ADJOURN

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

MEETING DATE: August 4Σ 2020	**TYPE OF AGENDA ITEM:** ☒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

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
Ags. 4th, 2020	☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Approval of an agreement with Attorney Cunnan to defend the accused in a homicide trial.

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

BACKGROUND INFORMATION: The Courts Contacted me Wednesday stating that the Judge had appointed attorney Jeff Cunnan to defend John Thomas Conway. The Court asked if we had a contract for the attorney and a rate per hour. I contacted County Counsel and she did some research and put together the attached agreement. There will be a budgeted amount in the final budget of a $100,000. If more is needed a budget amendment will be submitted to the Board. All costs of trail to the county over $87,000 should be reimbursed by the State. The additional $13,000 in the budget is to cover any unreimbursed costs.

FUNDING SOURCE: GF and State
GENERAL FUND IMPACT: General Fund Impact
OTHER FUND:
AMOUNT: $Unknown 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

AGREEMENT FOR
PROFESSIONAL LEGAL
SERVICES

THIS AGREEMENT for Professional Legal 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

Jeff Cunan (the ATTORNEY)

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:

FACTUAL BACKGROUND

A. The Sierra County District Attorney filed charges in *People v. John Thomas Conway.*

B. On July 3, 2020, the Sierra County Superior Court appointed ATTORNEY Jeff Cunan to represent John Thomas Conway.

OPERATIVE PROVISIONS

1. SERVICES.

The ATTORNEY shall provide those audit services described in Attachment "A", Provision A.1. ATTORNEY shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A.2 through A.3. The particular matters authorized under this Agreement are those set forth or as from time to time endorsed on Attachment F.

2. TERM.

Commencement Date: July 3, 2020

Termination Date: July 3, 2021

3. RENEWAL

This Agreement shall automatically renew on the annual anniversary of the Commencement Date set for in Section 2 above unless otherwise terminated by either party pursuant to the terms hereof, as permitted by law, or upon 30 days prior written notice. Nothing in this provision is intended to supercede the legal obligations related to attorney withdrawal from a pending legal matter.

4. PAYMENT.

COUNTY shall pay ATTORNEY 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 ATTORNEY for services rendered pursuant to this Agreement. ATTORNEY shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

5. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

ATTORNEY 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 ATTORNEY only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A.4".

6. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

7. 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.

8. DESIGNATED REPRESENTATIVES.

Sierra County Auditor is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Jeff Cunan is the authorized representative for ATTORNEY. Changes in designated representatives shall occur only by advance written notice to the other party.

9. 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 - Scope of Services
Attachment F - Billing Information

10. AGREEMENT DATE. The Agreement Date is

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"	"ATTORNEY"
COUNTY OF SIERRA	
By_____	_____
JIM BEARD	JEFF CUNAN
ATTEST:	APPROVED AS TO FORM:
_____	_____
HEATHER FOSTER	DAVID PRENTICE
Clerk of the Board	County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

ATTORNEY for this Agreement shall by Jeff Cunan. Any change in attorney shall be first authorized in writing by COUNTY.

ATTORNEY shall have full authority to act on all daily operational matters under this Agreement and shall serve as lead counsel for all law and motion appearances, pretrial and trial proceedings, settlement conferences or meetings of counsel for parties, depositions, document productions, and all court and other proceedings in which substantive rights of the parties may be determined. Designation of other counsel shall be subject to COUNTY'S written approval.

ATTORNEY shall perform the services of defense counsel in the case of *People v. John Thomas Conway,* filed in Sierra County Superior Court.

A.2. TIME SERVICES RENDERED.

Work will begin no later than the date the Court appointed ATTORNEY as defense counsel, unless another date is arranged between the parties in advance. Thereafter, ATTORNEY shall perform services in a diligently and timely manner. Reports are to be issued within six months of the end of the fiscal's close unless other arrangements have been agreed to.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent ATTORNEY, ATTORNEY shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

ATTACHMENT B

PAYMENT

COUNTY shall pay ATTORNEY as follows:

B.1 BASE CONTRACT FEE. The County shall pay the ATTORNEY a base rate hourly fee of $70.00/hour for all services rendered under this Agreement.

B.2 MILEAGE: COUNTY shall reimburse ATTORNEY for travel by private vehicle as required by this Agreement at the standard mileage rate allow by the COUNTY to reimburse COUNTY staff or the amount reimbursed pursuant California Government Code sections 15200-15204, whichever is less.

B.3 TRAVEL COSTS: COUNTY shall not pay ATTORNEY for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY Auditor, and then the COUNTY shall pay COUNTY per diem rates in effect on the date of the invoice upon presentation of invoices. Irrespective of any prior approvals, the total of such travel cost reimbursements shall not exceed those amounts reimbursed to the COUNTY pursuant to California Government Code sections 15200-15204, nor will any claims for expense reimbursement be approved and/or paid for categories of expenses not authorized for reimbursement under California Government Code sections 15200-15204.

B.4 AUTHORIZATION REQUIRED. Services performed by ATTORNEY and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to ATTORNEY 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 ATTORNEY under this Agreement shall not exceed the following: Twenty-five Thousand Dollars ($25,000.00.) The parties agree that this amount may be renegotiated, subject to approval by the Board of Supervisors, when the amount paid under this contract reaches 95% of the maximum contract amount.

ATTACHMENT C

ADDITIONAL PROVISIONS

[NONE]

ATTACHMENT D
GENERAL PROVISIONS

D.1 INDEPENDENT ATTORNEY. For all purposes arising out of this Agreement, ATTORNEY shall be an independent contractor and each and every employee, agent, servant, partner, and shareholder of ATTORNEY (collectively referred to as "The ATTORNEY") 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 ATTORNEY, the following shall apply:

D.1.1 ATTORNEY shall determine the method, details and means of performing the services to be provided by ATTORNEY as described in this Agreement.

D.1.2 ATTORNEY 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 ATTORNEY in fulfillment of the requirements of this Agreement.

D.1.3 ATTORNEY 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 ATTORNEY is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the ATTORNEY 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 ATTORNEY shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the ATTORNEY 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 ATTORNEY 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 ATTORNEY any federal, state or local tax including, but not limited to, any personal income tax owed by ATTORNEY.

D.1.8 The ATTORNEY is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent ATTORNEY and not as an employee of COUNTY.

D.1.9 ATTORNEY 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. ATTORNEY represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for ATTORNEY to practice its profession. ATTORNEY represents and warrants to COUNTY that ATTORNEY 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 ATTORNEY 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. ATTORNEY shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of ATTORNEY'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, ATTORNEY 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 ATTORNEYs as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

x **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 ($3,000,000) aggregate; ATTORNEY shall insure both COUNTY and ATTORNEY against any liability arising under or related to this Agreement.

x **D.5.1.2** During the term of this Agreement, ATTORNEY 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 ($3,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars ($10,000).

x **D.5.1.3** Comprehensive automobile liability insurance with minimum coverage of One Hundred Thousand Dollars ($300,000) per occurrence and with not less than One Hundred Thousand Dollars ($300,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

x **D.5.1.4** Workers' Compensation Insurance coverage for all ATTORNEY employees and other persons for whom ATTORNEY 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 ATTORNEY 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 ATTORNEY's financial resources as it may see fit.

D.5.6 Prior to ATTORNEY rendering services provided by this Agreement, and immediately upon acquiring additional insurance, ATTORNEY shall deliver a certificate of insurance describing the insurance coverage's and endorsements to:

County of Sierra
Auditor/Risk-Manager
P.O. Drawer 425
Downieville, CA 95936

D.5.7 ATTORNEY shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and ATTORNEY has delivered the certificate(s) of insurance to COUNTY as previously described. If ATTORNEY 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 ATTORNEY to COUNTY upon demand. The policies of insurance provided herein which are to be provided by ATTORNEY 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, ATTORNEY 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 coverage and/or endorsements on the insurance as COUNTY deems necessary, at ATTORNEY'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 ATTORNEY(s), independent ATTORNEY(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of ATTORNEY, 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, ATTORNEY shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY. ATTORNEY 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 ATTORNEY in the performance of services rendered under this Agreement by ATTORNEY, or any of ATTORNEY's officers, agents, and/or employees.

D.7 ATTORNEY NOT AGENT. Except COUNTY may specify in writing, ATTORNEY shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. ATTORNEY shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.8 ASSIGNMENT PROHIBITED. ATTORNEY 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. ATTORNEY 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 ATTORNEY to perform services pursuant to this Agreement, ATTORNEY 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. ATTORNEY 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 ATTORNEY is engaged. All products of whatsoever nature which ATTORNEY 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 ATTORNEY'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. ATTORNEY hereby grants to the COUNTY the authority to deduct from any payments to ATTORNEY any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to ATTORNEY.

D.13 TERMINATION. COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to ATTORNEY. In the event COUNTY gives notice of termination, ATTORNEY shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1 ATTORNEY 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, photo stating, photographing, computer storage medium (tapes, CD, DVD, 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 COUNTY shall pay ATTORNEY the reasonable value of services rendered by ATTORNEY to the date of termination pursuant to this Agreement not to exceed the amount documented by ATTORNEY and approved by COUNTY as work accomplished to date, however, that in no event shall any payment under this provision exceed Five Thousand Dollars ($5,000.00). Further, COUNTY shall not in any manner be liable for lost profits which might have been made by ATTORNEY had ATTORNEY completed the services required by this Agreement. In this regard, ATTORNEY 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 ATTORNEY. In the event of a dispute as to the reasonable value of the services rendered by ATTORNEY, 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.13.3 ATTORNEY may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if ATTORNEY is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that ATTORNEY 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. ATTORNEY is solely responsible for complying with State law and the Rules of Professional Conduct related to withdrawal.

D.13.4 ATTORNEY shall provide a closing report upon termination which shall include the following:

1. A brief description of the case facts.
2. A discussion of applicable law.
3. A list and description of all future scheduled court appearances and outstanding discovery matters.

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 ATTORNEY agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold ATTORNEY 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 ATTORNEY 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 ATTORNEY 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 ATTORNEY is a corporation, ATTORNEY 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. ATTORNEY 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. ATTORNEY 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.33.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, ATTORNEY 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 ATTORNEY 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 ATTORNEY or any business firm in which ATTORNEY has an interest of any type, with certain narrow exceptions.

D.34 NONDISCRIMINATION. During the performance of this Agreement, ATTORNEY shall not unlawfully discriminate against any employee of the ATTORNEY 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. ATTORNEY 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. ATTORNEY 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. ATTORNEY 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. ATTORNEY shall give written notice of its obligations under this clause to any labor agreement. ATTORNEY 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 ATTORNEY pursuant to this Agreement until ATTORNEY supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under ATTORNEY'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":

Auditor/Treasurer-Tax Collector
County of Sierra
Post Office Box 425
Downieville, CA 95936

With a copy to:
County Counsel
County of Sierra
Post Office Drawn D
Downieville, CA 95936

If to "ATTORNEY":

Jeff Cunan
Need Address

Jeff Cunan

_____
(Taxpayers I.D. or Social Security No.)

County of Sierra
Auditor's Office
Post Office Box 425
Downieville, California 95936

Our File No. _____

Re:_____

STATEMENT OF ACCOUNT FOR
_____

BALANCE FORWARD $

_____

TOTAL CURRENT CHARGES:

Total $_____

ATTACHMENT F

NONE

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

MEETING DATE: August 4, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Amendment to Employment Contract No. 2019-135, with an effective date of March 20, 2020 through March 19, 2021, by and between the County of Sierra, a political subdivision of the State of California and Celia Sutton-Pado, MD.

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

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515610
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: COVID Relief Fuding
AMOUNT: $$98,800.00 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

Memorandum

To: Sierra County Board of Supervisors
From: Vickie Clark, Director
Reference: Agenda Item
Date of memo: July 27, 2020
Date of Board Meeting: August 4, 2020

Requested Action: Amendment to Employment Contract No. 2019-135, with an effective date of March 20, 2020 through March 19, 2021, by and between the County of Sierra, a political subdivision of the State of California ('the COUNTY") and Celia Sutton-Pado, MD ("the EMPLOYEE").

Mandated by: n/a

Funding

Budgeted? Yes XX No

Revenue	$98,800.00	**COVID Relief Funds - EPO**
Expenses	$98,800.00	**COVID Relief Funds - EPO**
Difference	0	

Background Information:

In the fall of 2019 Sierra County entered into an employment contract with Dr. Sutton-Pado to work as the County Health Officer. The contract was negotiated for a 20 hour a week schedule at $95 an hour in an exempt status.

The Public Health Department began work back in January 2020 as the coronavirus pandemic began to unfold around the world. Dr. Sutton-Pado began working long hours back then and has continued doing so over the past 6 months. She has spent endless hours to review and digest the volumes of literature being put out by CDC, WHO, CDPH and a large host of reputable scientists and physicians from all over the world.

Life has been fast and furious since the virus entered the United States with California being on the receiving front end.

- March 4, 2020, Proclamation of a State of Emergency issued by Governor Gavin Newsom
- Declarations of Local Health Emergency issued by the Health Officer on March 20, 2020
- The Proclamation of a Local Emergency on March 20, 2020, and the March 20, 2020, Resolution of the Board of Supervisors of the County of Sierra, Ratifying the Declarations of Local Health Emergency and Local Emergency Proclamation
- Governor Newsom's March 12, 2020, Executive Order N25-20
- Governor Newsom's March 19, 2020, Executive Order N-33-20
- Designation by the State Public Health Officer of Essential Critical Infrastructure Workers issued March 22, 2020.

Dr. Sutton-Pado initiated local orders to prevent the opening of lodging, short term rentals and recreational areas in response to the overwhelming number of visitors coming into Sierra County. She put her face cover order in place on May 1st preemptively before guiding us through Sierra County's Attestation of Variance plan which allowed Sierra County to be one of the first to allow our business to move forward on the Governor's Roadmap to Recovery.

Dr. Sutton Pado has been working full time hours and then some in order to attend meetings 7 days a week, day and night, often times with virtually no notice. She has done so to keep us up to date with the ever changing environment of information, recommendations and guidance coming from the state and federal government. She has been accessible to us 24/7. She has personally talked with businesses, churches, organizations and the school district to help people

navigate the requirements necessary to keep our communities safe and healthy. She has done so without a single complaint.

We are in receipt of over $500,000 in COVID Relief funding that can be used for the reassignment of staff and overtime that we would like to use to compensate Dr. Sutton-Pado for the extensive amount of additional hours that she has worked for Sierra County. It is well over what would be expected of any exempt staff. This can be accomplished with a time and activity limited amendment to her Employee Contract.

Potential Issues to consider: This funding is time limited and only to be used for COVID-19 efforts that no one planned for.

Alternatives or Impacts of disapproval

AGREEMENT NO. _____
(Amendment to Agreement No. 2019-135)

AMENDMENT
To
EMPLOYMENT CONTRACT

The following is an amendment to that certain Employment Contract No. 2019-135, with an effective date of March 20, 2020 through March 19, 2021, by and between the County of Sierra, a political subdivision of the State of California ('the COUNTY") and Celia Sutton-Pado, MD ("the EMPLOYEE").

1. 4. PAYMENT The EMPLOYMENT CONTRACT is hereby amended to include:
   During the period of March 20, 2020 to March 19, 2021, EMPLOYEE may work an additional 20 hours per week due to COVID19, not to exceed forty hours in any given week, at the additional rate of $95.00 per hour.

2. All other terms and conditions of the EMPLOYMENT CONTRACT are to remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

COUNTY OF SIERRA	"CONTRACTOR"
_____	_____
JIM BEARD Chairman, Board of Supervisors	CELIA SUTTON-PADO, MD
ATTEST:	APPROVED AS TO FORM:
_____	_____
HEATHER FOSTER Clerk of the Board	DAVID PRENTICE County Counsel

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
August 4, 2020	☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Approval of Stewardship Agrement Supplemental Project Agreement (SPA) between Sierra County and the USDA Forest Service- Tahoe National Forest tiered to Master Stewardship Agreement #20-SA-11051700-006 - 49 Aspen

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

BACKGROUND INFORMATION: This SPA will implement aspen stand improvements and fuels reduction on 267 acres of Forest Service lands within Sierra County. Funding for implementation is largely from a grant received by Sierra County from the Sierra Nevada Conservancy (SNC) along with in-kind, or non-cash funding from the Forest Service and Sierra County as well as funds from the value of timber products produced by project implementation.

FUNDING SOURCE: SNC with match from USFS and SC
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

FS Agreement No. -SA- -

Cooperator Agreement No.

STEWARDSHIP AGREEMENT
SUPPLEMENTAL PROJECT AGREEMENT
#
Between
Sierra County
and the
USDA, FOREST SERVICE, Tahoe National Forest
Tiered to
MASTER
STEWARDSHIP AGREEMENT
20-SA-11051700-006

49 Aspen

This Stewardship Supplemental Project Agreement (SPA) is hereby entered into by and between Sierra County**,** hereinafter referred to as "Sierra County," and the USDA, Forest Service, Tahoe National Forest, hereinafter referred to as the "Forest Service," as specified under the provisions of Master Stewardship Agreement # .

Background: This SPA will implement aspen stand improvements and fuels reduction on 267 acres of Forest Service lands within Sierra County. Funding for implementation is largely from a grant received by Sierra County from the Sierra Nevada Conservancy (SNC) along with in-kind, or non-cash funding from the Forest Service and Sierra County as well as funds from the value of timber products produced by project implementation.

I. PURPOSE

The purpose of this SPA is to document the cooperative effort between the parties to improve aspen stand conditions and reduce fuel loading in accordance with the following provisions and the hereby incorporated Appendices.

Appendix A	Definitions
Appendix B	Technical Proposal
Appendix C	Map of Stewardship Project Area
Appendix D	Financial Plan
Appendix E	Schedule of Items and Specifications
Appendix F	Timber Removal Specifications
Appendix G	Guidelines for Operations

II. THE PARTNER SHALL:

A. TECHNICAL PROPOSAL. In coordination with the Forest Service, prepare and submit for review a Technical Proposal, which will be attached as Appendix B when finalized. This Technical Proposal must address agreed upon land management activities within in the Stewardship Project Area displayed in Appendix C, for the proposed operating period. The Technical Proposal must abide by all laws and regulations pertaining to the management and protection of National Forest System (NFS) lands and adhere to the National Environmental Policy Act (NEPA) document and all mitigation identified therein. The Technical Proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Forest Service. Therefore, the Technical Proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of the techniques, procedures, and program for achieving the objectives of the specifications/statement of work. Technical Proposals will be evaluated on the basis of the following criteria. As a minimum, the Technical Proposal must clearly provide the following:

1. A plan of operations for both timber harvest and stewardship project work. Include a timeline and the rationale for the work activities identified to ensure activities will be completed by the expiration date of the SPA.

2. Quality control plan for both the harvesting and stewardship projects.

The approved Technical Proposal will become part of this SPA without necessity of a formal modification.

B. BILLING. Bill the Forest Service for costs incurred on the project. *See related Provision n/a.Payment/Reimbursement*

C. *COMPLETE SPECIFIC PROJECT IMPLEMENTATION TASKS;*
   a. On-the-ground layout, designation, and area determination of aspen units
   b. Marking (designation) of leave trees within aspen units
   c. Description of trees to be removed within fuels units based on silvicultural prescription (see Appendix
   d. Development and advertisement of request for proposals from contractors to implement project treatments
   e. Oversight and administration of fuels unit contract(s).

III. THE FOREST SERVICE SHALL:

A. SERVICE WORK. In coordination with Sierra County, complete a Schedule of Items and Specifications, Appendix E.

B. TIMBER REMOVAL. Coordinate with Sierra County to provide a completed Appendix F, Timber Removal Specifications, when forest products are exchanged for services. This Appendix may include:

1. Location of Stewardship Project Area.
2. Volume estimates and Utilization Standards.

3. Timber Designations, i.e. timber marking, silvicultural prescriptions or unit boundaries.
4. Timber Payment rates.
5. Stump height.
6. Specified and temporary roads.
7. Measurement instructions (scaled or pre-measurement).
8. Advance payment requirements.

C. TECHNICAL PROPOSAL REVIEW. Review the Technical Proposal and work with Sierra County to make any necessary changes. *See related Provision II-A.*

D. TECHNICAL PROPOSAL EVALUATION. Evaluate the Technical Proposal on technical and cost evaluation criteria, such as, but not limited to:

1. Timber Harvest.
2. Slash Treatment - Capable of the greatest utilization of Non-sawtimber and Biomass.
3. Weed Treatment.
4. Quality Control.
5. Utilization of Local Work Force.

E. PAYMENT/REIMBURSEMENT. It is not anticipated that funds will be exchanged in the performance of this agreement. The value of goods will offset the value of the work to be performed.

F. COMPLETE SPECIFIC PROJECT IMPLEMENTATION TASKS;

a. On-the-ground layout, designation, and area determination of fuels unit extent
b. Silvicultural prescriptions and marking guidelines of all treatment units
c. Cruise design and cruising of units where required
d. Volume determination, appraisal and valuation of all treatment units
e. Sale Area Map
f. On-the-ground designation of resource protection areas (biology, botany archeology, hydrology)
g. Oversight and administration of timber and biomass removal contract in Aspen Units
h. Monitor project finances

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. PROJECT CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this SPA.

Principal Partner Contacts:

Name: Tim Beals Address: PO Box 530 City, State, Zip: Downieville CA 95936 Telephone: 530-289-3251 FAX: 530-289-2828 Email: tbeals@sierracounty.ca.gov	Name: TBD Address: City, State, Zip: Telephone: FAX: Email:
Title/Role/Responsibility: Sierra County	*Title/Role/Responsibility*: Project Manager

Principal U.S. Forest Service Contacts:

Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:
Title/Role/Responsibility: Project Manager	*Title/Role/Responsibility*: Grants/Agreements.

B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate Federal tax delinquencies. Accordingly, by entering into this agreement Sierra County acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If Sierra County fails to comply with these provisions, the Forest Service will annul this agreement and may recover any funds Sierra County has expended in violation of sections 433 and 434.

C. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). Sierra County shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

D. ANNUAL SPA MEETING. Annually, prior to commencement of work, both parties will meet to discuss the terms and conditons of this SPA.

E. METHODS OF APPRAISAL. The value of timber and other forest products must be determined using Forest Service standard guidelines, methods and techniques.

F. ENVIRONMENTAL MANAGEMENT SYSTEM (EMS) The parties will comply with the Forest Service's EMS which is a systematic approach to improving environmental performance by identifying activities and environmental impacts that occur on NFS lands. The Forest Service will provide Sierra County with details for compliance.

G. NEPA COMPLIANCE. The Forest Service will assure that this SPA incorporates necessary design criteria and standards for operation to comply with the NEPA document. Sierra County will work with the Forest Service to comply with these terms on the ground.

H. ACCEPTANCE OF COMPLETED WORK. No less than monthly, Sierra County will notify the Forest Service of any completed work that is ready for inspection. The Forest Service may accept all, or a reasonable portion of any specific activity.

I. CREDIT FOR SERVICE WORK. Stewardship credits will be established for the number of service units (on the Schedule of Items) of each activity that has been completed and accepted by the Forest Service. Stewardship credits will not be earned for work that is in progress that has not been accepted by the Forest Service. Sierra County's costs, excluding project development costs, attributable to service work will be incorporated into the Schedule of Items unit rate.

J. EARNED STEWARDSHIP CREDITS. Earned stewardship credits are exchanged for forest products received by Sierra County at the value designated in the SPA Financial Plan, Appendix D. Earned stewardship credits may also be funded with federal funds which will be obligated and reimbursed through NRM.

K. ELECTRONIC TRACKING SYSTEM. An Integrated Resource Statement of Account (IRSA) which is an Automated Timber Sales Statement of Account (TSSA) and Progress Reports of Stewardship Credits and Payments (PRSO/PRSC) will be used as a tracking system for payments, stewardship credits, cash deposits and work progress. The Forest Service project contacts identified in Provision IV-A is responsible for communicating on-the-ground accomplishments to Forest Service resource staff for input into the IRSA

L. MONTHLY REPORTING. When the project is active, the Forest Service will enter the value of the completed and accepted work into the Automated Timber Sale Accounting system (ATSA) monthly, and provide Sierra County with a copy of the Statement of Account.

M. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

1. A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
2. Reason(s) for delay if established goals were not met.
3. Additional pertinent information.

The Recipient/Cooperator shall submit annual performance reports to the Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report must be submitted either with the Recipient/Cooperator's final payment request, or separately, but not later than 90 days from the expiration date of the grant/agreement.

N. When Sierra County is/are seeking bids for product removal and/or stewardship items, both parties agree that the product rates and stewardship item costs used at the approval of the SPA may be based upon tentative value and planned costs. Both parties agree to establish actual rates for both product and stewardship items prior to commencement of operations. Sierra County will notify the Forest Service in writing 15 days in advance to request appraisal prior to seeking formal bids. Both parties agree to modify the SPA with these actual values and costs. Modified product values shall be greater than or equal to the reappraised rates and value.

Post commencement of work, if there is a change from the established stewardship item rates, the SPA will be modified to increase or decrease the amount of services provided by Sierra County, accordingly. Post commencement of work product value rate redeterminations are subject to authorizing regulation.

O. MODIFICATION. Modifications within the scope of the Master Stewardship Agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made in writing, at least 30 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

P. COMMENCEMENT/EXPIRATION DATE. This SPA is executed as of the date of the last signature and is effective through 12/31/2025 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

V. AUTHORIZATIONS

The disposal of forest products under this SPA has been reviewed and approved by a delegated timber contracting officer.

_____ _____

Date

Timber Contracting Officer

In witness whereof, the parties have executed this SPA as of the last date written below. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this SPA.

_____

JAMES BEARD, Chairman, Board of Supervisors Date
Sierra County

_____

, Date
U.S. Forest Service,

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

_____

Date

U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

APPENDIX A
DEFINITIONS

Technical and Cost Evaluation. The evaluation used by the Forest Service to award projects. Such consideration shall primarily consider criteria other than cost. These non-price criteria include, but are not limited to, extent of mutual cooperation and benefits, past performance, experience, technical approach, and benefits to the local community.

Included Timber**.** Live and dead trees and portions thereof that meet utilization standards as specified in Appendix F. To meet minimum tree specifications, trees must equal or exceed tree diameters listed in Appendix F and contain at least one minimum piece. Sierra County shall fell and buck such trees and shall remove them from the designated area by the Forest Service and present for scaling all pieces that meet minimum piece standards or would have qualified as part of minimum pieces if bucking lengths were varied to include such material.

Integrated Resource Service Account**.** The account maintained by the Forest Service of all Sierra County's deposits, credits, payment guarantees, and charges for:

a. Timber at Timber Payment rates;
b. Brush disposal, road maintenance, and agreement scaling rates;
c. Stewardship Credits established; and
d. Other charges provided in this agreement.

Liability for lost value to Included Timber**.** The party holding title shall bear the timber value loss resulting from damage outlined in Appendix F.

Operations. Any industrial activity involving the felling, skidding, and processing of timber and biomass.

Operations Fire. An "Operations Fire" is a fire caused by Sierra County's Operations, in the course of fulfilling the agreement, other than a Negligent Fire.

Sierra County agrees to reimburse Forest Service for such cost for each Operations Fire, subject to a maximum of the dollar amount stated in Appendix F.15. The cost of Sierra County's actions, supplies, and equipment on any such fire provided pursuant to **Appendix G.47 Fire Control**, or otherwise at the request of Forest Service, shall be credited toward such maximum. If Sierra County's actual cost exceeds its fire liability limit stated in Appendix F.15, Forest Service shall reimburse Sierra County for the excess.

Negligent Fire. A "Negligent Fire" is a fire caused by carelessness or fault of Sierra County's Operations, including, but not limited to, one caused by smoking by persons engaged in Sierra County's Operations during the course of their service, or during rest or lunch periods; or if Sierra County's failure to comply with the requirements of **Appendix G.46 Fire Precautions and Control** results in a fire starting or permits a fire to spread. Damages and the cost of suppressing Negligent Fires shall be borne by Sierra County.

Payment Guarantee**.** In lieu of establishing Stewardship Credits or establishing advanced deposits, Appendix F, for advance payment of Included Timber, Sierra County may guarantee payment by furnishing and maintaining an acceptable surety bond or deposit in a Federal Depository negotiable security of the United States. The securities shall be deposited through the Regional Fiscal Agent accompanied by a power of attorney and agreement authorizing the bond-approving officer to sell or collect such securities if payment is not made within 30 days of billing by the Forest Service. The penal sum of such surety bond or market value at time of deposit of such negotiable securities shall be the maximum amount of the payment guaranteed. In lieu of surety bond or negotiable securities as a payment guarantee, Sierra County may use an Irrevocable Letter of Credit when approved by the Forest Service.

Required Deposits**.** Deposits Sierra County may be required to pay for brush disposal (16 U.S.C. 490) and road maintenance (16 U.S.C. 537), erosion control, etc.

Retained Receipts. The portion of residual receipts that is deposited in SSCC and retained for transfer to other stewardship contracts or stewardship agreements when approved in advance by the Regional Forester in accordance with sections FSH 2409.19, sections 67.1 and 67.3.

Stewardship Credits**.** Credits that are earned and established when work listed in the schedule of items has been performed and accepted.

Stewardship Project Proposal. A written request submitted by Forest and Grassland Supervisors to the Regional Forester for review and approval for proposed stewardship projects. The request for approval must include appropriate information about the proposed project, such as land management goals of the project, the total value of the project, products to be removed, the value of services to be received, the value of goods to be exchanged for services, contributed funds or work to be received, and expected residual receipts from the project.

After reviewing a proposed project, the Regional Forester shall approve or disapprove the project through a formal written reply in correspondence to the Forest or Grassland Supervisor. Only the projects and associated work activities approved by the Regional Forester with completed NEPA analysis are to be included in the SPA.

Timber Payment Rates**.** Included timber that is removed by Sierra County and presented for weight scaling in the product form stated in Appendix F shall be given cash or earned stewardship credits for at the rates listed in Appendix F.

Weight Scaling**.** The rate identified in Appendix F multiplied by the volume per unit of measure (tons) of a loaded truck driven over a weight scale as defined in the National Bureau of Standards Handbook 44, current edition.

APPENDIX B
TECHNICAL PROJECT PROPOSAL

Inspection Timeline for Stewardship Agreement

1. Estimated Plan of Operation for Accomplishing this SPA

Stewardship Work Items

Item #	Work Activity Description	Estimated Start Work Date	Estimated Finish Date	Estimated # of Days to Complete	Equipment
1	Mechanical Treatment of Vegetation – Merchantable and biomass	Aug 1, 2020	Nov 15 2021		Feller buncher, skidder, shovel, dozer, excavator, log truck, water truck
2	Hand cut and pile	Aug 1, 2020	Nov 15 2021		Hand crew

2. Estimated Quality Control Plan for Accomplishing this SPA.

Partner

Stewardship Items

Work Activity	Frequency of Inspection	Inspector	Remedy for Unacceptable Work
Mechanical Treatment	Daily	NA	Follow SPA Rx
Fuels Treatments	Daily	NA	Follow SPA Rx
Erosion Control	Daily	NA	Follow SPA Rx

Forest Service

Timber/ Service Items

Work Activity	Frequency of Inspection	Inspector	Remedy for Unacceptable Work
Mechanical Treatment	Bi-Weekly	NA	Follow SPA Rx
Fuels Treatments	Bi-Weekly	NA	Follow SPA Rx
Erosion Control	Bi-Weekly	NA	Follow SPA Rx

3. Forest Service Project Preparation and Sale Administation for All Treatment Units:

   a. The Forest Service will complete all aspects of the Project Preparation and Layout of HC/HP units, including identification of treatment unit boundaries, area determination. On all units, FS will complete development of silvicultural prescriptions, marking guidelines, cruise design, timber cruising, designation (marking and/or by description or prescription), volume determination, appraisal and valuation, designation of resource protection buffers for channels/waterbodies and other protected resources, and development of sale area maps.

   b. Project layout timing: All field layout, volume determinations, appraisals, contract maps and information needed for preparation of a Request For Proposals for all treatment units to be implementation by the partner under this SPA will be completed and provided to the partner no later than May 1, 2020.

   c. The Forest Service will conduct Sale and Project Administration duties, including oversite and accountability of timber, biomass and other forest products being removed from National Forest System lands. Compliance of contract specifications and resource protection measures will be coordinated through the RPF to the contractor implementing the project.

4. Refinement and Modification of SPA once project layout is completed and volume estimates and valuation determinations have been completed.

   a. After the Forest Service completes project preparation and layout work, this SPA will be modified and updated to reflect project specific details. The following sections will require updating:
      - Appendix C: Maps
      - Appendix D: Financial Plan
      - Appendix E: Schedule of Items and Specs
      - Appendix F: Timber Removal Specs
      - Appendix G: Guidelines for Operations

5. Once the parther has successfully awarded the RFP, the partner will work with the contractor to provide a Technical Proposal which will be reviewed and approved by the Forest Service and incorporated into the SPA under Section B – Technical Proposal.

Forest Service Project Manager: _____ Date_____

Partner Project Manager: _____ Date_____

APPENDIX C
MAP OF STEWARDSHIP PROJECT AREA

APPENDIX D

FINANCIAL PLAN

APPENDIX E
SCHEDULE OF ITEMS AND SPECIFICATIONS

Schedule of Items
(Complete table to include the project items.)

SCHEDULE OF ITEMS:

Item Number	Description	Unit of Measure	Quantity	Unit Price $	Total $
1	Mechanical Biomass Treatment	Acre	227		
2	Hand Cut Hand Pile	Acre	37		
3	Hand Cut, Lop & Scat	Lump sum	1		
4					
5					
6					
7					
8					
9					
10					

SPECIFICATIONS. ***[By item number, describe the type of work, i.e., slash treatment, weed treatments, etc. and the corresponding specifications.]*:**

Item 1: Biomass Removal

Description of Work:

Mechanical removal of biomass: cut and remove biomass to the agreed landing location in units designated on contract area map. Biomass is to be treated as described below for cutting and yarding. After yarding biomass to the landing; machine pile as described under R5-K-G.6.7# located in Appendix F. Biomass is subject to purchase and removal by contractor.

- Cut and yard to the agreed landing locations all conifers 3.9” to 9.9” DBH (located within mechanical harvest units 14-1, 76, 77, 78, 79, 82, 83) meeting the criteria for removal *(see Selection of Cut Trees section below)*. Trees with orange paint are not to be cut. Trees located within protected areas, archeological sites, areas

of invasive plants, or noxious weeds will be cut and removed by hand to the agreed disposal area. A maximum stump height of 3 inches for biomass is required (see slash treatment specifications).

Item 2: Hand Cut Hand Pile

Description of Work:

Manual removal of small conifers up to 9.9 inches diameter at breast height (dbh) to a spacing of approximately 30 feet following the species preference listed in **Selection of Cut Trees** below. If larger trees are present, space 30 feet from those trees. These services are to be implemented by cutting conifers and hand piling the residual material for burning. Handpiles will be constructed outside of the riparian buffer and within the unit boundaries (Unit 14-2). ***Cutting shall consist of hand cutting conifers (as specified in the Agreement) 9.9 inches dbh or less with a chainsaw or manually operated shears in a manner that does not damage leave trees.***

Item 3: Hand Cut, Lop and Scatter

Description of Work:

Manual removal of all small conifers up to 3.9 inches diameter at breast height (dbh). These services are to be implemented within **all mechanical harvest and biomass treatment units** by cutting conifers and scattering the residual material to a depth no greater than 12” of the ground surface. In areas with dense small tree cover where slash accumulations would exceed these depths over more than a 50’ by 50’ area, hand pile residual material for burning. Handpiles will be constructed outside of the riparian buffer and the aspen stand (100’ of aspen) or in approved designated locations. ***Cutting shall consist of hand cutting conifers (as specified in the Agreement) 3.9 inches dbh or less with a chainsaw or manually operated shears in a manner that does not damage leave trees.***

Selection of Cut Trees

Remove all conifers up to 9.9 inches dbh that fall within treatment unit within 100’ of aspen trees or sprouts and within meadows. Outside of those areas, space trees as described above to approximately 30 foot spacing following the species preference for leave trees: Jeffrey pine/ponderosa pine, red fir, white fir, and lodgepole pine if all trees are less than 10” dbh. If larger trees are present, space 30 feet from the those trees.

Treatment of Slash

1. Cut material shall not lean against or be suspended by an over-story tree.

2. Any treated material that falls outside of unit boundary needs to be removed and hand piled.

3. After treatment, **tree stump heights shall be no more than 3 inches high** as measured on the uphill side or 3 inches above natural obstacles (i.e. logs, rocks). Make the residual stand easy to walk through and cut stumps low so they are not a tripping hazard.

4. Conifers that are cut should be handpiled outside of the riparian buffer.

Trees, shrubs, and other Plants to be Left Untreated

1. All noxious weeds shall be left untreated. These will be treated in a separate project.

2. Do not cut any hardwoods or riparian vegetation.

Hand Piling

1. Following conifer cutting, the Partner shall pile all cut material less than **10 inches in diameter**.

2. Piles shall be compact with a **maximum diameter of 10 feet and maximum height of 8 feet**.

3. Piles should be located outside of the dripline of overstory trees where possible and outside of the riparian buffer. If piles cannot be located outside of dripline, then they must be at least 20 feet from the bole of any leave tree greater than 10 inches DBH. Pile size may be decreased to prevent damage to the residual trees (i.e. scorching). Where openings exist that will accommodate a larger pile, large piles are preferred. Piles size may not decrease to less than 4 feet in diameter. Do not locate piles within 15 feet of existing downed logs greater than 20 inches in diameter without COR/Inspector approval.

4. Each pile shall have an area measuring at least 4 feet in diameter, but not to exceed 10 feet in diameter (measured on the horizontal plane) covered with 6 millimeter thick plastic sheeting and firmly anchored by either piling slash or other debris.

5. Piles will be constructed with boles and limbs laid parallel to slope to reduce roll-out and to maintain compactness.

6. Covering with 6 millimeter thick plastic shall be done at the time of hand piling.

7. Plastic will be measured at a minimum of 6 feet wide by 6 feet long that will be used to cover the hand piles.

8. Plastic will be placed in the upper 1/3rd and top of the pile.

9. No material shall extend from the general perimeter of the pile more than 18 inches.

10. No piles should be located within 20 feet of trees to be left untreated (> 10 inches DBH).

11. No hand piles will be placed within:

    - 25 feet of private property boundaries.
    - 25 feet of improvements such as but not limited to fences, gates, signs, or water lines or tanks.
    - 25 feet of any power or phone lines and poles.
    - 15 feet of standing snags.
    - No piles will be placed upon decaying stumps or stobs.
    - No piles will be created in the inner 100-foot perennial and 50- foot intermittent riparian buffer, or within the scour line of ephemeral streams.

Management Requirements and Protection Measures

1. **Implement a limited operating period** for all operations within the designated aspen units. No operations shall occur while live aspen stems are void of leaves **OR** from Nov. 1st – May 15th **OR** until aspen stems have fully flushed leaves.

2. Unless otherwise agreed to by the Hydrologist, Botanist, and Aquatic Biologist, no hand cut, piling, or burning will occur within the riparian buffer. Implement directional hand pile lighting—all hand piles must be ignited on only one side of the pile, not to exceed half the circumference of the pile, on the side furthest from the nearest aquatic feature.

3. **Protect cultural resources** with posted and/or flagged site boundaries (blue and black striped and/or white with orange dots). Designate sites on the ground prior to work. Cultural resource sites shall not be used as staging areas or for parking vehicles and equipment.

4. **Hand cutting of vegetation** is permissible within cultural site boundaries. Hand piles generally should be located outside site boundaries but may be established within site boundaries only in specific areas designated by the District Archaeologist.

5. All **arborglyphs** should be marked with protective flagging. Competing conifers can be felled and removed following the protocols specified in *Hand Cutting and Hand Piling within Sites* above.

6. **Sensitive plant avoidance areas** are flagged with orange and white-striped flagging. These areas will not be treated and are to be completely avoided during all activities, including staging of equipment, materials and crew as well as tree felling activities.

7. Avoid hand piling within the dripline of large trees, snags, and large downed logs according to the silvicultural prescription for the unit.

8. Avoid damaging and do not cut or remove aspen or cottonwood.

9. **Meadows, springs, seeps and wet areas** will be flagged with blue and white striped flagging. This includes any areas with wet soils or vegetation indicating the presence of water or wet soils. Do not create handpiles within these flagged areas.

10. For units where activities will occur within either **Critical Habitat, or habitat for the Sierra Nevada yellow-legged frog**, environmental awareness training will be conducted for contract representatives, contract officers, project managers, and field personnel prior to the onset of project work. Training will include a briefing on the following: (a) How to recognize Sierra Nevada yellow-legged frogs, (b) The specific measures that are being implemented to conserve the species, (c) The penalties for noncompliance, (d) If a Sierra Nevada yellow—legged frog is encountered in the work area, work activities in that area shall cease until the species has moved from the area on its own volition. If any injured or killed Sierra Nevada yellow—legged frogs are found, work activities will immmediately cease in the area and the District Biologist will be notified as soon as possible (and no longer than 24 hours) to take appropriate action (see ***Required Training*** below).

11. **Survey monuments and bearing trees** shall be protected and not damaged in any way.

12. All **specified roads and recreational trails** shown on Agreement maps shall be left in the original condition existing prior to the commencement of work on this Agreement. Any water bars on skid trails disturbed by the Partner's operations shall be restored to the condition prior to damage at the Partner's expense. Excessive slash and chips cannot be left in the roadways and recreational trails after end of each work day. **All cut vegetation shall be kept within unit boundaries. If slash is felled onto the roadways, it must be removed by the end of each workday.**

13. **Servicing and refueling equipment** areas shall be located at a minimum of 300 feet from streams and other wet areas. In case of a HAZMAT spill, the material shall be immediately contained and the Forest Service shall be immediately notified.

Flagging Identification:

- Boundary: Blue
- Corners: Blue and White
- Cultural Sites: Blue & Black Striped and/or White with Orange Pokadots
- Riparian Buffers: Blue & White Striped
- Botany (Sensitive Plants): Orange & White Striped
- Botany (Noxious Weed): Orange with word “Noxious Weed”
- Wildlife: Varies

Accessibility: Most areas are accessible with a 2-wheel drive vehicle after snowmelt. The Government assumes no liability to perform special road maintenance to keep roads open to the project area.

Required Training: Environmental awareness training will be conducted to Agreement representatives, Agreement Officers, project managers, and field personnel prior to the onset of project work. Training will include a briefing on the following: (a) How to recognize Sierra Nevada yellow-legged frogs, (b) The specific measures that are being implemented to conserve the species, (c) The penalties for non-compliance, (d) If a Sierra Nevada yellow-legged frog is encountered in the work area, work activities in that area shall cease until the species has moved from the area on its own volition, or a U. S. Fish and Wildlife Service-approved biologist moves the individual in accordance with Forest Service approved procedures. If any injured or killed Sierra Nevada yellow-legged frogs are found, work activities will immediately cease in the area, and the COR or approved biologist will be notified as soon as possible to take appropriate action, which includes notification within 24 hours to the U. S. Fish and Wildlife Service.

Any prospective Partner desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing from the Agreementing Officer soon enough to allow a reply to reach all prospective Partners before the solicitation closing date. Oral explanations or instructions given before the award of a Agreement will not be binding.

Maps

Maps showing the general vicinity and/or specific work areas are included in *Appendix C*. Maps are general in nature and are not to be considered as definitively identifying locations.

Restrictions on Work

Work may be performed at any time during the period of the Agreement, except as outlined here. Nothing in this part shall be construed to take away any of the Government's rights under the Suspension of Work Clause (52.242-14). Restrictions are as follows:

1. In accordance with the fire plan.

2. When the Agreementing Officer (or designated representative) determines that

adverse weather has made access too dangerous or that continued vehicular travel would cause unacceptable road damage.

3. When the Agreement Officer (or designated representative) determines that continued operation may be injurious to leave trees.

4. If any Sierra Nevada yellow-legged frog is found at any time during implementation of this Project, cease operations in the vicinity of the frog, vacate the immediate area and leave the frog alone. If possible, take a photograph of the frog as follows: top looking down, and side view. No activity will occur in that area until such time as the frog has vacated the area on its own volition. With the exception of a U. S. Fish and Wildlife Service approved biologist, do not handle Sierra Nevada yellow-legged frogs. Report the occurrence as soon as possible to the COR or Designated Representative.

5. *Chainsaw Operations (thinning) are limited to Monday thru Saturday, unless otherwise agreed to by the COR.* No work on Sundays or Federal Holidays.

Partner-Furnished Equipment
Equipment shall be furnished on a fully operational basis, of modern design, and in good operating condition, with a competent, fully qualified operator. The Partner shall furnish all fuel, lubricants, and personnel necessary for the operation of the equipment. All repairs, service and replacements are the responsibility of the Partner and shall be at the Partner's expense. If, during the Agreement period, the equipment requires repairs before operations can continue, it shall be the responsibility of the Partner to complete such repairs. The Partner shall provide plastic that is at a minimum 6 millimeters thick and 6 feet wide.

Public Safety
The Partner shall provide for public safety when operating equipment within 200 feet of open roadways and designated trails by posting cautionary signs warning of hazardous work ahead. ***Warning signs (at least two, one for each direction) shall be posted on roads. These shall be located 200' from the intersection of the road and unit boundary at each edge of the unit. Signs shall be posted whenever working to alert oncoming traffic of the safety hazards associated with the operation. Trails must also be signed unless administratively closed by the Government. Signs shall include phrases similar to "Caution, tree falling stay back 200 feet" and be no less than 3 feet X 3 feet in size. Lettering shall be at least 6 inches in height.***

EXAMPLE INSPECTION AND ACCEPTANCE PROCEDURES review and update per County input.

Sampling
[X]*Plots.* At least one half percent of each treatment area will be sampled by a random series of

plots distributed over the entire treatment area. Plot size will be:

[ ] 1/250 acre
[ ] 1/100 acre
[X] 1/50 acre
[ ] 1/10 acre
[ ] other (specify)

[ ]*Transects.*

[]*Other* (specify)

A 1/50th acre plot is a circular plot measured on a horizontal plane having a radius of 16.7 feet.

Specific Inspection Procedures

Each plot will be inspected to determine:

A. **The number of trees left uncut.** If any trees are left uncut per specifications, the plot fails.

B. **The treatment of hand cut material.** If there are any more than 5 pieces measuring at least 1 inch in diameter on the large end and equal to or greater than 3 feet in length left un-piled per the specification, the plot will fail.

C. The nearest hand pile to the plot center will also be inspected (even if it is out of the plot). The hand pile must meet all specifications or the hand pile inspection fails.

D. Any vegetation cut per specification **Trees, shrubs, and other Plants to be Left Untreated** will be charged under liquidated damages.

A series of 1/50th acre plots (16.7 foot plot radius) distributed **over the treatment area** sufficient to yield at least a one-half percent sample (0.5%) will be taken. Plot centers will be marked.

On each plot the COR, or designated inspectors will record the plot number, whether the plot is satisfactory or unsatisfactory and the reason if unsatisfactory. Each plot will be examined to record findings on items “1” through “9” listed below. To be considered satisfactory these items must meet the following criteria:

Performance Measures for Hand Cutting

Each of these gets a rating of 1 with a total of 8 possible points.

1. Selection of cut trees (size of trees removed)
3. Stumps of trees and brush so that there no more than 3” remaining.
4. Riparian buffer compliance
5. No damage to residual trees
6. Any treated material that falls outside of unit boundary needs to be removed and hand piled.

Performance Measures for Hand Piling (applies to Items 1 and 5)

7. Placement/location of pile
8. Dimension and structure of pile
9. Plastic utilization/placement

Acceptance revise to specify partner inspection/acceptance instead of govt

Work on this Agreement will be deemed acceptable when a score of 90 percent or more is achieved. For a score of 80 percent or more but less than 90 percent, 2 percent of the unit price pay will be deducted for that unit for each percentage point below 90%. If the inspection score is less than 80 percent then there is no pay. The unit may be reworked ONCE and then re-inspected. This re-inspection score will be the final result for payment on that unit, (see re-inspection after rework below).

Government Inspections

Government inspections are for the purpose of satisfying the Government that the services are acceptable and do not relieve the Partner of the responsibility for maintaining quality control.

The Agreement Officer's Representative or designated inspector will conduct all inspections. The Partner (or designated representative) is encouraged to be present to observe inspections. Summary results will be made available on request.

Compliance Inspections. Visual compliance inspections will be made on a periodic basis. Such inspections are not final and do not constitute acceptance by the Government.

Final Inspections. Final (formal) inspections for payment will be made on completed sub-items only. The Partner shall request final inspections in writing and give the Forest Service at least two working days advanced notice. Inspections will be completed within four working days after the notice is received. If the work is not ready for inspection at the time specified by the Partner, the cost associated with the inspection attempt may be charged to the Partner.

Disputed Inspection.

The Partner may request re-inspection without rework if the results are unacceptable. Re-inspection must be requested in writing within 48 hours after receiving written notice of the inspection results. Re-inspection will be accomplished within five working days after receipt of the Partner's written request.

The same sampling and inspection procedures will be used, but new samples will be taken. The inspection pattern will be shifted so that new samples will not overlap previously inspected samples. Results will be rounded to the nearest whole percent.

If re-inspection results are within five percentage points of the first inspection, the original inspection result will be used in determining acceptability and payment. If re-inspection results are greater than five percentage points above or below the first inspection, the re-inspection

results will be used.

If the re-inspection results are within five percentage points of the first inspection, the Partner shall pay the actual costs of the re-inspection.

Re-inspection after Rework. Where rework after a failed inspection may improve the inspection results, the Partner may rework the area and request (in writing) a second inspection. The Government will charge to the Partner the cost of this additional inspection. Re-inspection will be accomplished within five working days after the notice is received. The results of the second inspection will be final, and no further rework will be permitted. Areas not ready for re-inspection at the time specified by the Partner will not be re-inspected, and the results of the first inspection will be final.

APPENDIX F
Timber Removal Specifications

F.1 – Location and Area -			
This Stewardship Project Area of:	*264 acres*	acres more or less are located in:	*T21N, R12E, sections; 7 & 12, T21N, R13E, sections;4, 5, 6, 9, 10, & 31, MDM*

F.2 -Volume Estimate and Utilization Standards.

				Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
Species	**Product**	**Estimated Quantity**	**Unit of Measure**	**Diameter Breast High (d.b.h.)** *(inches)*	**Number of Minimum Pieces per Tree**	**Length** *(feet)*	**Diameter Inside Bark at Small End** *(inches)*	**Net Merch. Factor 1/**
CS	Sawtimber	18,847.1	GT	10.0	1	10.6	6.0	12
Timber Subject To Agreement								
OS	Non sawtimber	3,011.4	GT	4.0	1	6.0	10	16
Total Quantity								

1/ Enter Merchantability Factor (Merch. Factor) or Net Scale in % of Gross Scale, whichever is appropriate.

F.3- High Stumps.

Species	Product	Maximum Stump Height (inches)
All	**Sawtimber**	**8**
All	**Non Sawtimber**	**4**

F.4– Timber Rates. ***(Scaled)***

Cutting Unit Number	Species	Product	Quantity	Unit of Measure	Rate of Payment $/UOM	Required Deposit per unit of measure
All	CS	Sawtimber	18,847.1	GT	1.00	0.00
All	OS	Non Sawtimber	3,011.4	GT	0.10	0.00

F.5 - Timber Rates. ***(Tree Measurement)***

Payment Unit Number	Approx. Acres	Species	Product	Quantity	Unit of Measure	Total Payment	Required Deposit per Payment Unit
	N/A						

F.6 - Timber Designations. Timber designated for cutting shall be confined to the Stewardship Project Area. No undesignated timber shall be cut without prior notification to and approval of the Forest Service. Prescriptions/timber designations are included later in this subsection.

	Number	Acres
Clearcutting Units		
Specified Road Clearing		
Overstory Removal Units		
Understory Removal Units		
Individual Trees	264	
Incompletely Marked Timber		

F.7 - Cutting Unit Boundary Designation. The boundaries of cutting units are designated as shown in the following table. The trees used for boundary designation are not to be cut.

Cutting Unit	Paint Color	Designation
All Units	Orange	Boundaries are marked with 2 **ORANGE** vertical spots facing into the subdivision and/or a single spot facing along the subdivision line and **ORANGE** paint below stump height. Where existing roads are used as subdivision boundaries, these are not painted.

F.8 Tree Designation/Prescriptions.

Unit/Subdivision	Tree Paint Color	Designation or specification
All Units	Blue	Individual Tree Mark. Individual trees are designated for cutting only if marked above and below stump height with Blue FS tracer paint.
All Aspen & Meadow units	Orange	Leave Tree Mark All live trees are designated for cutting unless Marked as leave trees. Leave trees are Marked above and below stump height with the specified paint color. Agreement Area Map indicates areas plainly identified on the ground where leave trees are Marked to be left uncut
All Units	Orange	Wildlife Trees. Not withstanding the designation for cutting trees which are painted with the specified paint color labeled "W" on the uphill and downhill side, shall be girdled.
All Units	Black	Marked Out Trees. When it is necessary to delete previously marked trees, an unique tree marking paint color will be Marked over or adjacent to the original mark, but will not obscure the original marking. Trees Marked with the original marking paint color and the unique tree marking paint color are not Included Timber.

F.9- Control of Operations.

Under this agreement, "SIERRA COUNTY's operations" shall include activities of or use of equipment of the SIERRA COUNTY, the SIERRA COUNTY's employees, agents, subcontractors, or their employees or agents, acting in the course of their employment in operations hereunder on national forest lands or within Forest Service protection boundary (unless acting under the immediate supervision of Forest Service).

SIERRA COUNTY's operations shall be conducted in a workmanlike and orderly manner. The timing of any required Forest Service designation of work on the ground and the performance of other Forest Service work shall not be such as to cause unnecessary delay to SIERRA COUNTY.

The following are special provisions to be applicable to this agreement:

F.9-a - Obliteration Of Temporary Roads, Skid Trails And Landings

Unless otherwise agreed in writing, temporary roads, skid trails and landings associated with the

cutting unit(s) listed in the following table shall be obliterated using the method described.

Temporary Road, Skid Trail and Landing Obliteration Method Table

Cutting Unit(s)	Type of Facility	Closure Method
All	Skid Trails	Till first 200' from landing to a maximum of 24" in depth on a total of 3 acres
All	Landings	Till and close landings to vehicular traffic to a maximum of 24" in depth, unless otherwise designated by the FS on a total of 4 acres
All	Temporary Road Decommission	Till a total of 2 acres to a maximum of 24" in depth, block, and/or recontour based on FS direction

F.9-c - Erosion Control Maintenace

During the period of this SPA, the partner shall provide maintenance of soil erosion control structures constructed by sub-contractor until they become stabilized, but not for more than 1 year after their construction. SIERRA COUNTY shall not be responsible for repair of such structures damaged by other National Forest users whose activities are not a part of SIERRA COUNTY's Operations.

F.9-d – Harvest Operations (Special Objectives)

Cutting Unit	Special Objectives
All	**To prevent damage to soil and hydrology resources:** Sub-soil portions of skid trails, landings, and temp roads designated by FS personnel with equipment such as a winged sub-soiler (see appendix J for diagram) or other tilling device to a maximum depth of 24 inches so that the soil is lifted vertically and fractured laterally to alleviate detrimental compaction (where it occurs). Sub-soiling will be completed outside of the tree drip line so as not to impact root systems. Subsoiling depth can be reduced based on compaction depth and rock fragments following consultation with agency hydrologist or soil specialist. Ground based skidding equipment will generally be restricted to slopes less than 30

percent.

Skid road pattern shall be agreed in advance of felling and main skid
roads shall be flagged on the ground in advance of felling and agreed to by SIERRA COUNTY in consultation with FS personnel.

Skid trail crossings along stream corridors will be kept to a minimum and
will be designated by SIERRA COUNTY with consultation from district hydrologist and/or FS personnel.

SUSP Products shall be skidded with leading end clear of ground.

SPACE Skid roads will average 75 feet from center to center, except where
converging.

ENDL Endlining shall not be required for distances in excess of **50** feet
uphill, and **100** feet downhill.

MAX Tractors used for skidding outside Clearcutting Units, regeneration
units or other authorized clearings, shall be of the type (rubber-tired
or track-laying) shown on the Sale Area Map and shall not exceed the overall width designated on Sale Area Map.

MH Partner shall cut Included Timber and move it to designated skid trails using equipment with a boom having an operating radius of at least **20** feet for bunching trees, capable of severing, lowering and placing trees up to **24** inches diameter at stump height on the ground prior to skidding. Such equipment must be capable of operating on slopes up to **30%**.

Notwithstanding above, hand felling using chainsaws may be required in
or adjacent to sensitive areas to protect resources from unnecessary damage.

Trees which exceed capability of specified equipment may be felled, bucked and skidded in a manner consistent with the requirements listed in the Yuba Project EA.

Unless otherwise agreed upon by SIERRA COUNTY and FS these requirements shall remain standard.

To prevent damage to cultural resources:

All cultural resources are identified on the ground by blue and black candy striped flagging.

Tracked equipment operating off existing Forest System Roads is generally not permitted within site boundaries. However, mechanized

removal of brush or woody material may be permitted within specifically designated areas within site boundaries under prescribed measures to prevent or minimize effects with written approval of the Heritage Program Manager. Vegetative or other protective padding may be used in conjunction with HPM authorization of certain equipment types within site boundaries.

Hand cutting of vegetation is permissible within site boundaries. Hand piles generally should be located outside site boundaries but, may be established within site boundaries only in specific areas designated by the District Archaeologist.

All trees above 10" DBH will be directionally felled to avoid cultural features and artifacts and either limbed up with the limbs hand piled, and the boles either left on site or fully suspended during removal from the site. Felled trees may be removed using only the following techniques: hand bucking including the use of chainsaws and hand carrying, rubber tired loaders, crane self-loaders or helicopters. These operations require written approval by the Heritage Program Manager (HPM) or Delegated Heritage Program Staff (DHPS) and an archaeologist must be on-site for these operations.

Existing breaches may be used to cross linear features. New breaches may be designated by the District Archaeologist in accordance with the First Amended R5PA 2018. Trees should be directionally felled parallel to or away from linear features. Isolated trees inside of linear features may be felled on a case-by-case basis with on-the-ground approval of the District Archaeologist.

Routine maintenance of Forest System Roads, limited to the existing road prism, may be conducted within site boundaries. Cultural resources adjacent to or surrounding roads will be flagged for avoidance prior to road work. Routine road maintenance within site boundaries must be documented as Screened Undertakings certified by the HPM/DHPS.

Generally reconditioning, reconstruction or obliteration of system or non-system roads should not be conducted within site boundaries. Placing barriers at the site boundary where the road crosses into the site is permitted. Cultural resources adjacent to road work will be flagged for avoidance prior to project implementation. Any ground disturbing road work within sites will require written approval of the District Archaeologist. Any ground disturbing road work within sites will require written approval of HPM/DHPS.

To prevent damage to botanical resources:

Special status botanical occurrences (T&E, FSS, TNF Watch list) will be flagged and avoided for all ground disturbing activities with a buffer of 100 feet (Units 07 and 34). Trees will be felled away from known occurrences. All TES botanical species occurrences will be flagged prior to implementation and indicated on project maps.
Proposed road construction, reconstruction, landings and staging areas in potential habitat for TES botanical species will be designed and marked on the ground only after the areas have been surveyed by a qualified botanist in the proper season.

Surveys will be completed for *Lewisia kelloggii* prior to project implementation and all newly discovered populations will be flagged and avoided.

Burn piles will not be placed in known special status botanical occurrences. Fireline will be placed at least 100 feet from known occurrences. Under burn is allowed in occurrences when special status species are dormant, except for *Lewisia kelloggii*.

	All equipment and vehicles (Forest Service and contracted) used for project implementation must be free of invasive plant material before moving into the project area. Equipment will be considered clean when visual inspection does not reveal soil, seeds, plant material or other such debris. Cleaning shall occur at a vehicle washing station or steam-cleaning facility before the equipment and vehicles enter the project area. Equipment used during emergency work or used exclusively on paved surfaces is exempt from the cleaning requirement. When working in known invasive plant infestations, equipment shall be cleaned before moving to other National Forest Service system lands. Avoidance areas will be identified on project maps. All gravel, fill, top soil or other materials are required to be weed-free. When possible, use onsite sand, gravel, rock, top soil or organic matter when possible, unless infested with invasive species; do not use material (or soil) from areas contaminated by invasive species. Obtain materials from sources that have been certified as weed-free. Avoid disturbance and do not locate landings or stage equipment in known invasive plant infestations. Invasive plant infestations will be avoided during equipment traffic and soil-disturbing project activities. Avoidance areas will be flagged prior to implementation and identified on project maps. No project activities will be conducted within 100 feet of cheat grass infestation along Forest Road 9-5 until treatment has been conducted.
All	Establish Riparian Conservation Areas (RCAs) for all streamcourses, as specified below. Ensure Riparian Conservation Objectives (RCOs) are met within RCAs by adhering to the Riparian Conservation Area (RCA) Guidelines established in BMP 1.8. These guidelines specify the types of activities that can be conducted within RCAs and mitigation measures to minimize impacts to streamcourses and riparian ecosystems. RCA widths are as follows: **<u>Width of the Riparian Conservation Area</u>** Perennial Streams 300 feet each side, measured from bank-full edge Seasonal Flowing Streams 150 feet each side, measured from bank-full edge Streams In Inner Gorge Top of inner gorge Meadows, lakes, and springs 300 feet from edge of feature or riparian vegetation, whichever is greater Outside of Aspen and Meadow Restoration Units: Establish a 100-foot “riparian buffer” zone along each side of perennial streams and special aquatic features, 50-foot “riparian buffer” along each side of intermittent streams and establish a 30-foot “riparian buffer” zone along each side of ephemeral streams. These zones provide for shade and coarse large woody debris (CWD) to the stream channel and adjacent land.

	Within Aspen and Meadow Restoration Units: Riparian Buffers will be flagged on the ground in coordination with an aquatic biologist, hydrologist, and soil scientist to: (1) Maintain adequate shade to the creek to minimize adverse effects to water temperatures required for local species; (2) Minimize effects to riparian vegetation, (3) Maintain streambank stability and minimize risk of sediment entry into aquatic systems, (4) Minimize impacts to habitat for aquatic- and riparian-dependent species (S&G 92), Limited disturbance to 20 percent or less of streambanks to reduce impacts to cover in aquatic habitats (S&G 103, BMP 1.8). Outside of aspen and meadow restoration units, unless otherwise agreed to by an aquatic biologist and hydrologist, no vegetation treatment or ground-disturbing activities will occur within Riparian Buffers. Directionally fell trees away from the riparian buffer. (BMP 1.8 and 1.9) Unless otherwise agreed to by the Hydrologist, Botanist, and the Aquatic Biologist, no hand cut, piling, or pile burning will occur within the riparian buffer. (BMP 1.8) To recruit downed logs and minimize disturbance within riparian areas, fall and leave safety hazard trees within the perennial and intermittent "riparian buffer," unless otherwise agreed to by a hydrologist and aquatic biologist. (BMP 1.8) Limit ground based equipment to slopes less than 20 percent within all RCAs. Ground-based equipment may enter the RCA to retrieve tree bundles but is limited to 1-2 passes over the same piece of ground (and must be documented on harvest cards). Hydrologist or soil scientist will field review tractor unit boundaries. (BMP 1.2, 1.4, 1.8 and 1.9) Fuels and other toxic materials will be stored outside of RCAs (Standard and Guide No. 99, BMP 2.10 and2.11).). No new landings or roads will be located within RCAs. Consult with hydrologist or aquatic biologist before using an existing skid trail, landing, or road located within an RCA. Utilize existing landings and skid trails where possible. Locate skid trails at least 75 feet apart except where they converge near a landing. Trees would be directionally felled in tractor units to minimize the number of skid trails and associated ground disturbance. Use end-lining to designated skid trails. (BMP 1.8, 1.10 and 1.12) Locate landings outside of aspen and meadows, unless otherwise coordinated with an aquatic biologist and hydrologist. (BMP 5.3) Limit the slopes on which tractor prescription activity takes place. To control erosion and soil disturbance, limit downhill tractor activity to less than 35% slopes and uphill to less than 25% unless the leading end is suspended. Tractor piling should be limited to 30% slopes and below. (BMP 1-9 and 5.2) Maintain at least 70 percent effective soil cover during machine piling and maintain as much duff as possible.

	Allow mechanical operations only when soil moisture conditions are such that compaction, gullying, and/or rutting will be minimal. Equipment may operate on designated skid trails when soils are dry to a minimum of 4 inches. Low-ground-pressure equipment may operate off designated skid trails when soils are dry to a depth of 4 inches. High-ground-pressure equipment may operate off designated skid trails when soils are dry to a minimum depth of 8 inches. Off designated skid trails, limit all equipment passes over the same piece of ground to reduce the potential for adverse soil compaction. Outside normal operating season (NOS) or during wet periods within the NOS, utilize the TNF Wet Weather Operations Guidelines. (BMP 1.5 and 5.6) On ground based harvest units, maintain at least 50 percent soil cover during skidding. As needed, add soil cover to compacted surfaces to limit accelerated erosion. (BMP 1.13)
83	**Limited operating period for California Spotted Owl:** To protect the California spotted owl, Limit the Operating Period (LOP) so that activities do not occur from March 1 through August 15 (unless surveys determine that this is not necessary)
14, 76, 77, 78, 79	**Wildlife—raptors** To protect raptor nesting, limit the operating season so that activities do not occur March 1 through August 15 within Units 40 and 41. (Note: nest tree is located outside units, and within 0.25 miles.)
All	**Wildlife- Sierra Nevada yellow-legged frog** For units where activities will occur within either Critical Habitat, or habitat for the Sierra Nevada yellow-legged frog, environmental awareness training will be conducted for SIERRA COUNTY, contract representatives, contract officers, project managers, and field personnel prior to the onset of project work and can assist with pre-op meetings, if available. Training will include a briefing on the following: (a) How to recognize Sierra Nevada yellow-legged frogs, (b) The specific measures that are being implemented to conserve the species, (c) The penalties for non-compliance, (d) If a Sierra Nevada yellow--legged frog is encountered in the work area, work activities in that area shall cease until the species has moved from the area on its own volition. If any injured or killed Sierra Nevada yellow--legged frogs are found, work activities will immediately cease in the area and the District Biologist will be notified as soon as possible (and no longer than 24 hours) to take appropriate action. SIERRA COUNTY is responsible for legal compliance of project during implementation (including biologist, if needed to handle frogs, etc.)
All	To protect the Sierra Nevada yellow-legged frog: Prior to entry into any area that contains a waterway the forest service district biologist will be notified at least 2 weeks prior to allow for surveys to be conducted. If the species of concern is found additional precautions will be implemented. This may include, but not limited to, initiating a limited operating period or installation of no operation buffers.

All	If new Threatened, Endangered, or Forest Service Sensitive (TES) species are listed or discovered or nesting TES are found within 0.25 mile of activities, a limited operating period may be implemented as recommended by a qualified biologist, and approved by the line officer.
All	To protect aquatic resources, coordinate all drafting sites with an aquatic biologist prior to use. Water drafting must be done with a hose placed in a bucket in a deep pool. The bucket must be covered by <1 inch mesh, and the mouth of the hose must be covered by ¼ inch mesh. Draft from the deepest part of the pool. Use a low velocity water pump and do not pump ponds to low levels beyond which they cannot recover quickly (within one hour). (BMP 2.5)
All	Special protection measures to be implemented within Riparian Conservation Areas (RCAs) and Riparian Buffers will be identified during unit layout and designated on sale area, contract, or project implementation maps. As appropriate, these areas will be marked using flagging or otherwise identified on the ground prior to implementation. (BMP 1.4 and 1.8)
All Aspen Units	Limited operating period for all operations within the designated aspen units. No operations shall occur while live aspen stems are void of leaves OR from Nov. 1st – May 15th OR until aspen stems have fully flushed leaves. **Forest Service personnel shall be on site during ALL operations and agree to all methods of skidding and yarding within the designated units.**
All Units	Within designated cultural sites identified by FS with blue and black candy striped flagging the use of rubber tired or rubber tracked equipment shall be used and full suspension of material is required. A FS archeologist is to be onsite during all operations.

Treatment Method	Felling, Bucking and Limbing Specifications
Whole Tree Yarding "**Whole**"	Notwithstanding the requirements above, within units or subdivisions designated "Whole" on Agreement Area Map, trees smaller than **24** inches DBH shall be skidded/yarded to agreed landing locations prior to limbing, bucking, and lopping. Trees larger than or equal to **24** inches DBH shall be bucked into two or more pieces with the butt portion being no longer than **41** feet prior to skidding/yarding. The butt log shall be limbed prior to skidding/yarding.
Directional Felling "**DF**"	Within areas designated DF on agreement area map, included timber shall be directionally felled away from private land, property lines, protected streamcourses, retention areas, controlled areas, gates, powerlines, other improvements, and land survey monuments with the use of specialized equipment. Such directional felling shall not be required when in the faller's judgment it is unsafe to do so, and shall be left standing.

F.9-e - Slash Treatment

SIERRA COUNTY's Slash Responsibility Table

Cutting Unit(s) Type of Slash Disposal

ALL

Landing Cleanup
Fell Damaged Trees
Lopping

Landing Cleanup

A landing is considered a place where any logs or products are gathered for loading. Logs not meeting utilization standards accumulated at landings shall be decked as agreed to in writing by the Forest Service. All slash accumulated at landings shall be piled. Piles shall be reasonably compact and free of soil to facilitate burning. Piles will not be greater than 40 feet in height. Piles shall be of a size and location which will not impair road use or result in damage to residual timber. Piles shall be located at least 80 feet from residual timber. Piles shall not be more than 60 feet long.

All objects which extend more than 5 feet in any direction from the windrow or pile profile will be cut off and returned to the windrow or pile.

Lopping

All material left in the units shall not exceed depths over 18 inches in height above the ground.

Fell Damaged Residual

SIERRA COUNTY shall fell all species over 5 feet in height not meeting minimum diameter specifications for Included Timber that are damaged beyond recovery by SIERRA COUNTY Operations. Such trees shall be limbed to a stem diameter of approximately 2 inches, at which point the top shall be cut from the remainder of the stem.

F.10 - Roads. Sierra County is/are authorized to construct and maintain roads, bridges, and other transportation facilities, as needed for conducting treatments on National Forest and other lands where Forest Service has such authority. As used in this Supplemental Project Agreement, "construct" includes "reconstruct."

F.10-a– Specified Roads.
Name and Date of Governing Road Specifications:

Project		Design Class	Approx. Length *(mi./km.)*	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	**Name**				**Survey**	**Design**	**Const. Staking**
N/A							

F.10-b - Road Maintenance Requirements. Sierra County shall maintain roads in accordance with the following Road Maintenance Requirements

Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications									
	From	To											
				N/A									

P = Partner Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

F.10-c - Use of Roads By the Partner. Sierra CountySIERRA COUNTY's use of existing roads identified on Stewardship Project Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed to otherwise:

Code	Use Limitations
X	Hauling prohibited
R	Hauling restricted
U	Unsuitable for hauling prior to completion of agreed reconstruction
P	Use prohibited
A	Public use restriction
W	Regulation waiver

Roads coded A will be signed by the Forest Service to inform the public of use restrictions. Sierra County's use of roads coded R, A, or W shall be in accordance with the following restrictions:

Restricted Road List

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
		N/A			

F.11– Scaling Instructions and Specifications.

Name and Date of Governing Instructions:	FSH 2409.11a, National Forest Cubic Log Scaling Handbook, as amended and supplemented. Governing instructions for products contained in E.2.

F.12– Scaling Services,

Species	Product	Unit of Measure	Site and Geographic Location	Method	Standard Estimated Cost per Unit $
ALL	ALL	Ton	Partners Delivery Location	100% Weight	0.00

F.13 - Advance Deposits. Sierra County agree(s) to make advanced deposits in advance of cutting. These deposits may be in the form of cash, acceptable payment bond, earned stewardship credit or any combination thereof. Advanced deposits will be in such amounts as to maintain an unobligated balance sufficient enough to cover the value of timber to be cut. Forest Service and Sierra County will agree on a systematic approach to provide sufficient advanced deposits.

If the credit balance in the IRSA is less than the amount due for timber, the Forest Service will suspend all or any part of Sierra County's operations until payment or acceptable payment guarantee is received.

F.14- Title Passage.

Scaled: All right, title, and interest in and to any included timber shall remain with the Forest Service until it has been cut, scaled, and removed from the Stewardship Project Area or other authorized cutting area, and paid for, at which time title shall then vest with Sierra County. Timber cut under cash deposit or acceptable payment guarantee shall be considered to have been paid for. Title to any included timber that has been cut, scaled and paid for, but not removed from the Stewardship Project Area or other authorized cutting area by the Sierra County on or prior to the termination date, shall remain with the Forest Service.

F.15– Liability.

Liability for Loss. If Included Timber is destroyed or damaged by an unexpected event that significantly changes the nature of Included Timber, such as fire, wind, flood, insects, disease, or similar cause, the party holding title shall bear the timber value loss resulting from such destruction or damage; except that such losses after removal of timber from the Stewardship Project Area, but before scaling, shall be borne by Sierra County at current SPA Rates and Required Deposits. Deterioration or loss of value of salvage timber is not an unexpected event.

In the event Included Timber to which Forest Service holds title is destroyed, Sierra County will not be obligated to remove and pay for such timber. In the event Included Timber to which Forest Service holds title is damaged, the Forest Service shall make an appraisal to determine for each species the difference between the appraised unit value of Included Timber immediately prior to the value loss and the appraised unit value of timber after the loss. Current SPA Rates in effect at the time of the value loss shall be adjusted by differences to become the redetermined rates. There shall be no obligation for the Forest Service to supply, or for Sierra County to accept and pay for, other timber in lieu of that destroyed or damaged. This Subsection shall not be construed to relieve either party of liability for negligence.

Limited Liability for Operations Fires.

Maximum Amount of Sierra County's Obligation per Operation's Fire. Entry should be determined as follows and rounded up to the nearest $100. The minimum amount will be $1,000.00. If State statute or law defines limited liability, use that determination (e.g. Oregon), otherwise calculate the amount using the following formula:

[(1) x (2) + (3) x (4)] x (5) = Maximum Amount of Cooperator's Obligation per Operations Fire. Round up to the next $100.

(1) Equals the number of workers normally required to operate the size of proposed project.

____6_____ Workers

(2) Equals the daily (12 hour) wage rate for semi-skilled (AD-1) firefighter.

$___15.48_____/Hr. x 12 hours = $____1,115.56_____

(3) Equals the number of pieces of equipment normally required to operate the size of proposed project that can effectively cut and clear fire lines.

____3_____ Pieces of equipment

(4) Average daily rate for each piece of equipment, including cost of operator, from current local engineering cost guide.

$_356.53__/Hr. x 12 hours = $__2,131.73__/12hr.

(5) Equals the number of days normally required to control and mop up such fires to a point where control lines can reasonably be expected to hold under foreseeable conditions. Minimum is one day and maximum is 10.

____10__days

Cooperator's Obligation per Operations Fire,
Maximum Amount: $ 32,472.90

APPENDIX G
GUIDELINES FOR OPERATIONS

The following Guidelines for Operations apply to activities under this SPA, when relevant to the project. These guidelines are intended to clarify the expectations of the parties related to these specific areas of operations.

1. **Stewardship Project Area Map (Map).** This is the boundary of the Stewardship Project Area as shown in Appendix B and designated on the ground by the Forest Service to meet the anticipated needs of the parties. The following are identified on the Map:

   a) Identified patented claims.
   b) Boundaries of all harvest and stewardship treatment units.
   c) Diameter limits for overstory and understory removal units.
   d) Areas where leave trees are marked to be left uncut.
   e) Specified roads.
   f) Sources of base course, surface rock, and rock riprap listed in the Schedule of Items;
   g) Roads where log hauling or use is prohibited or restricted.
   h) Roads and trails to be kept open.
   i) Improvements to be protected.
   j) Locations of known wildlife or plant habitat and cave resources to be protected.
   k) Locations of areas known to be infested with specific invasive species of concern.
   l) Maximum stump heights when more than one height is listed by areas.
   m) Skidding or yarding methods.
   n) Streamcourses to be protected.
   o) Locations of meadows requiring protection.
   p) Locations of wetlands requiring protection.
   q) Locations of temporary roads to be kept open.
   r) Payment units, if required

2. **Use of Roads by the Partner.** Sierra County is/are authorized to use existing National Forest system roads and specified roads. The Parties will determine that such use will not cause damage to the roads or National Forest resources.

3. **Plan of Operations for Roads.** Annually, prior to start of operations, Sierra County will prepare a supplement to the Technical Proposal that shall include a schedule of proposed maintenance and construction progress and a description of planned measures to be taken to provide erosion control for work in progress, including special measures to be taken on any segments of construction not substantially completed prior to periods of seasonal precipitation or runoff. Sierra County shall submit a revised schedule when they propose a significant deviation from the progress schedule. Prior to beginning construction on any portion of specified roads identified as sensitive on plans, the parties shall agree on the proposed method of construction and maintenance.

4. **Protection of Residual Trees.** Sierra County's operations shall not unnecessarily damage young growth or other trees to be reserved.

5. **Safety.** Sierra County's operations shall facilitate the Forest Service's safe and practical inspection of Sierra County's operations and conduct of other official duties on the Stewardship Project Area. Sierra County has/have all responsibility for compliance with safety requirements for Sierra County's employees.

   When operations are in progress adjacent or on Forest Service controlled roads and trails open to public travel, Sierra County shall furnish, install, and maintain all temporary traffic controls that provide the user with adequate warning of hazardous or potentially hazardous conditions associated with operations occurring in the area. The parties shall agree to a specific traffic control plan prior to commencement of work. Devices shall be appropriate to current conditions and shall be covered or removed when not needed.

   During periods of general recreation activity within Stewardship Project Area or vicinity, the Forest Service may restrict road construction, timber cutting, yarding, and other harvesting operations to days other than Saturdays, Sundays, and holidays.

LOGGING AND MAINTENANCE OPERATIONS SIGNING STANDARDS

All signs must be manufactured & installed as specified in the FHWA "**Manual on Uniform Traffic Control Devices**" (MUTCD) & FS publication "**Standards for Forest Service Signs & Posters**"(EM 7100-15).

SIGN STANDARDS

SHAPE & COLOR: Generally, signs for logging and maintenance operations are either diamond-shaped or rectangular. All signs are ***reflective orange background with black legend and border*** unless shown otherwise. Handpainted, homemade signs are not legal. Fluorescent paint is not reflectorized.

SUBSTRATE: Sign substrate material may be High Density Overlay (HDO) Plywood, Aluminum, Fiberglass Reinforced Plastic, Corrugated Plastic or Roll-up Fabrics.

SIGN SIZE: Sign size is a factor of speed and MUTCD & FS standards. Where conditions of speed, volume, or special hazard require greater visibility or emphasis, larger signs should be used. Minimum sizes for the most common signs can be found in Figure 4. Refer to the EM-7100-15 for additional sign sizes.

LEGEND: All lettering shall be Series "C" alphabet, conforming to Standard Alphabets for Highway Signs. Letter size is also a function of speed - use letter size and word messages as specified in MUTCD and EM-7100-15.

SIGN PLACEMENT

Signs are to be installed in locations as agreed to in the traffic control plan. All signs are to be removed, covered, or folded when operations are not in progress or the sign message is not applicable. Signs should generally be located on the right-hand side of the roadway. When special emphasis is needed, signs may be placed on both the left and right sides of the road. Sign message shall be clearly visible to road users, mounted on posts or portable sign stands.

LATERAL CLEARANCE

From the edge of the road - 2 foot minimum, where slope limits to less than 6 feet. 6-12 foot preferred.

HEIGHT

Minimum of 7 feet, measured from the bottom of the sign to the near edge of the travelway. The height to the bottom of a supplemental sign mounted below the primary sign will be 6 feet.

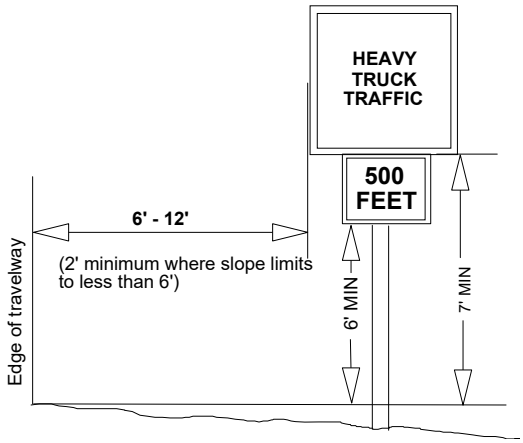


Figure 1: Sign Placement

Dimensions

PLACEMENT DISTANCE

Signs must be located 100-500 feet prior to the activity, (both ends if a through road) and maintained at that distance. This distance is based on speed. Refer to Figure 2 , Table II-1, MUTCD, a portion of which is reproduced here, to determine correct placement distance.

Posted or 85 percentile speed MPH	Decelaration to listed advisory speed MPH				
	10	**20**	**30**	**40**	**50**
20	NA				
25	100				
30	150	100			
35	200	175			
40	275	250	175		
45	350	300	250		
50	425	400	325	225	
55	500	475	400	300	
60	575	550	500	400	300
65	650	625	575	500	375

Figure 2: A Portion of MUTCD TABLE II-1

SIGN SUPPORTS

POSTS: Signs are to be mounted on separate posts. Supplemental signs such as Speed Advisory plates are to be mounted on the same post as the primary sign. ***Do not mount signs on trees or other signs.*** Posts may be wood, metal, carsonite or similar material. Where sign supports cannot be sufficiently offset from the road edge, supports will meet breakaway standards. Single wood posts with less than 24 square inches do not require breakaway design.

TEMPORARY/PORTABLE SUPPORTS: Portable supports may be used for short-term, short-duration, and mobile conditions. MUTCD defines this time period as one work shift, 12 hours or less. All portable supports must meet MUTCD standards, including breakaway. These must be a minimum of 1 foot above the road surface or more if visibility requires it.

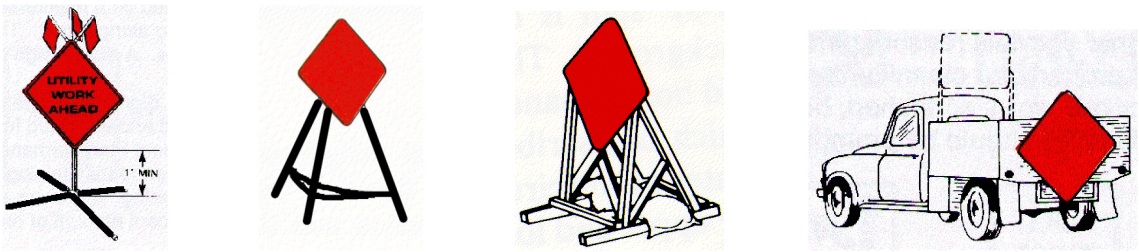


Figure 3: Examples of Temporary/Portable Supports

SIGNS

The following signs meet the intent of the Safety standard. ***This is not a complete listing of signs that may be needed.***

FG20-1-48* FG20-2-48 FG20-3-42* FG20-3a-42 FW22-3-30

FW20-1-30* W21-3-30* FW21-4a-30 FW11-7-24 W22-1-36*

FW8-6-24 FW11-9a-24 W7-3a-24* W13-1-18** W20-7aP-24*

* Specify Distance ** Specify Speed

BM-L-O

BM-R-O

Barricade Markers (See MUTCD for length and stripe size)

6. **Safety (Timber Hauling*).*** Sierra County shall secure all products transported by truck with at least two chain or cable wrappers over the load, such wrappers being securely fastened to effectively contain every bolt or log in at least two places.

7. **Accident and Injury Notification.** Sierra County shall notify Forest Service of any lost time personal injury accident or any accident or vandalism resulting in personal property damage over $400 in value that occurs as a result of or is associated with Sierra County's Operations.

   Sierra County shall notify Forest Service within 8 hours of any personal injury accident. For vandalism and personal property accidents, Sierra County shall notify Forest Service at the same time notification is given to the state and local law enforcement authorities.

   Sierra County shall take all reasonable measures after an accident or vandalism event to preserve the scene of the incident and provide information to facilitate a Forest Service investigation.

8. **Sanitation and Servicing.** Sierra County shall take all reasonable precautions to prevent pollution of air, soil, and water by Sierra County's operations. Precautions shall include if facilities for employees are established on the Stewardship Project Area, they shall be operated in a sanitary manner. The parties shall agree to the cleanup and restoration of a polluted site. Sierra County shall maintain all equipment operating on Stewardship Project Area in good repair and free of abnormal leakage of lubricants, fuel, coolants, and hydraulic fluid. Sierra County shall not service tractors, trucks, or other equipment on National Forest lands where servicing is likely to result in pollution to soil or water. Sierra County shall furnish oil-absorbing mats for use under all stationary equipment or equipment being serviced to prevent leaking or spilled petroleum-based products from contaminating soil and water resources. Sierra County shall remove from National Forest lands all contaminated soil, vegetation, debris, vehicle oil filters (drained of free-flowing oil), batteries, oily rags, and waste oil resulting from use, servicing, repair, or abandonment of equipment.

9. **Prevention of Oil Spills.** If Sierra County maintain(s) storage facilities for oil or oil products on the Stewardship Project Area, Sierra County shall take appropriate preventive measures to ensure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual States. If the total oil or oil products storage exceeds 1,320 gallons in containers of 55 gallons or greater, Sierra County shall prepare a Spill Prevention Control and Countermeasures Plan. Such plan shall meet applicable EPA requirements (40 CFR 112), including certification by a registered professional engineer. Sierra County shall notify the Forest Service and appropriate agencies of all reportable (40

CFR 110) spills of oil or oil products on or in the vicinity of the Stewardship Project Area that are caused by Sierra County's employees, agents, contractors or their employees or agents, directly or indirectly, as a result of Sierra County's operations. Sierra County will take whatever initial action may be safely accomplished to contain all spills.

10. **Hazardous Substances.** Sierra County shall notify the National Response Center and Forest Service principal contact of all releases of reportable quantities of hazardous substances on or in the vicinity of the Stewardship Project Area that are caused by Sierra County's employees, agents, contractors or their employees or agents, directly or indirectly, as a result of Sierra County's operations, in accordance with 40 CFR 302.

11. **Washing Equipment**. In order to prevent the spread of noxious weeds into the Stewardship Project Area, Sierra County shall be required to clean all off-road logging and construction equipment **prior** to entry on to the Stewardship Project Area. This cleaning shall remove all soil, plant parts, seeds, vegetative matter, or other debris that could contain or hold seeds. Only logging and construction equipment so cleaned and inspected by the Sierra County will be allowed to operate within the Stewardship Project Area. All subsequent move-ins of equipment to the Stewardship Project Area shall be treated in the same manner as the initial move in. "Off-road equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.

    Sierra County shall employ whatever cleaning methods are necessary to ensure that off-road equipment is free of noxious weeds. Equipment shall be considered free of soil, seed, and other such debris when a visual inspection does not disclose such material. Disassembly of equipment components or specialized inspection tools is not required.

    As agreed upon, Sierra County shall inspect equipment at cleaning location, and provide documentation of inspection to the Forest Service.

    New infestations of noxious weeds, of concern to Forest Service and identified by either Sierra County or Forest Service, on the Stewardship Project Area or on the haul route, shall be promptly reported to the other party. Sierra County and Forest Service shall agree on treatment methods to reduce or stop the spread of noxious weeds when new infestations are found. A current list of noxious weeds of concern to Forest Service is available at each Forest Service office.

12. **Conduct of Logging.** Unless otherwise specifically provided herein, Sierra County shall fell trees designated for cutting and shall remove the portions that meet Utilization Standards, prior to acceptance of work for completion of logging and stewardship projects. Forest Service may make exceptions for occasional trees inadvertently not cut or trees or pieces not removed for good reason, including possible damage to forest resources or gross economic impracticability at the time of removal of other timber.

13. **Felling and Bucking.** Felling shall be done to minimize breakage of included timber and damage to residual timber. Unless agreed otherwise, felling shall be done by saws or shears. Bucking shall be done to permit removal of all minimum pieces. Sierra County may buck

out cull material when necessary to produce pieces meeting utilization standards. Such bucked out material shall contain a minimum amount of sound wood, not in excess of the net scale in percentage of gross scale, or based on the merchantability factor. If necessary to assess extent of defect, Sierra County shall make sample saw cuts or wedges.

14. **Felling in Clearings.** Insofar as ground conditions, tree lean, and shape of clearings permit, trees shall be felled so that their tops do not extend outside clearcutting units, construction clearings, and areas of regeneration cutting.

15. **Stump Heights.** Stumps shall not exceed, on the side adjacent to the highest ground, the maximum heights set forth in Appendix E except that occasional stumps of greater heights are acceptable when Sierra County determine(s) that they are necessary for safe and efficient conduct of logging. Unless otherwise agreed, Sierra County shall re-cut high stumps so they will not exceed heights specified in F-14 and shall dispose of severed portions in the same manner as other logging debris. The stump heights shown in Appendix F were selected with the objective of maximum reasonable utilization of the timber, unless the Map shows special areas where stump heights are lower for aesthetic, land treatment, or silvicultural reasons.

16. **Bucking Lengths.** Trees shall be bucked in various lengths to obtain the greatest utilization of material meeting utilization standards.

17. **Limbing.** Sierra County shall cut exposed limbs from products prior to skidding, as necessary to minimize damage to the residual stand during skidding. Sierra County may leave uncut those limbs that cannot be cut with reasonable safety.

18. **Skidding and Yarding.** Methods of skidding or yarding specified for particular areas, if any, are indicated on the Map. Outside clearcutting units and construction clearings, insofar as ground conditions permit, products shall not be skidded against reserve trees or groups of reproduction and tractors shall be equipped with a winch to facilitate skidding.

19. **Rigging.** Insofar as practicable, needed rigging shall be slung on stumps or trees designated for cutting.

20. **Landings and Skid Trails.** Location of all landings, tractor roads, and skid trails shall be agreed upon prior to their construction. The cleared or excavated size of landings shall not exceed that needed for efficient skidding and loading operations.

21. **Arches and Dozer Blades.** Skidding tractors equipped with pull-type arches or dozer blades wider than tractor width or C-frame width, whichever is greater, shall not be used in residual timber outside clearcutting units and other authorized clearings, except on constructed tractor roads or landings, unless there is written agreement that residual timber will not be damaged materially by such use.

22. **Protection of Streamcourses.** Sierra County's Operations shall be conducted to prevent debris from entering streamcourses, except as may be authorized under paragraph (d). In event Sierra County cause(s) debris to enter streamcourses in amounts that may adversely

affect the natural flow of the stream, water quality, or fishery resource, Sierra County shall remove such debris as soon as practicable, but not to exceed 2 days, and in an agreed manner that will cause the least disturbance to streamcourses.

a) Culverts or bridges shall be required on Temporary Roads at all points where it is necessary to cross Streamcourses. Such facilities shall be of sufficient size and design and installed in a manner to provide unobstructed flow of water and to minimize damage to streamcourses. Trees or products shall not be otherwise hauled or yarded across streamcourses unless fully suspended.
b) Wheeled or track-laying equipment shall not be operated in streamcourses, except at crossings agreed to by Sierra County and the Forest Service or as essential to construction or removal of culverts and bridges.
c) Flow in streamcourses may be temporarily diverted only if such diversion is necessary for Sierra County's planned construction and Forest Service gives written authorization. Such flow shall be restored to the natural course as soon as practicable and, in any event, prior to a major storm runoff period or runoff season.

23. **Erosion Prevention and Control.** Sierra County's operations shall be conducted reasonably to minimize soil erosion. Equipment shall not be operated when ground conditions are such that excessive damage will result. Sierra County shall adjust the kinds and intensity of erosion control work done, to ground conditions and weather conditions and the need for controlling runoff. Erosion control work shall be kept current immediately preceding expected seasonal periods of precipitation or runoff.

    Prior to periods of accelerated water runoff, especially during the spring runoff and periods of heavy rainfall, Sierra County shall inspect and open culverts and drainage structures, construct special cross ditches for road runoff, and take other reasonable measures needed to prevent soil erosion and siltation of streams.

    Unless otherwise agreed in writing, Sierra County shall complete erosion prevention and control work, including streamcourse protection, within 15 calendar days after completion of skidding and/or yarding operations for each landing.

    Designation of on the ground work shall be done as promptly as feasible unless it is agreed that the location of such work can be established without marking on the ground.

    During periods of accelerated water runoff, especially during the spring runoff and periods of heavy rainfall, Sierra County shall inspect and open culverts and drainage structures, construct special cross ditches for road runoff, and take other reasonable measures needed to prevent soil erosion and siltation of streams.

When operations are active, erosion control work will be kept current and will be completed as soon as practicable.

24. **Protection of Improvements.** So far as practicable, Sierra County shall protect specified roads and other improvements (such as roads, trails, telephone lines, ditches, and fences):

a) Existing in the operating area,
b) Determined to have a continuing need or use, and
c) Designated on the Map.

Sierra County shall keep roads and trails needed for fire protection or other purposes and designated on the Map reasonably free of equipment and products, slash, and debris resulting from Sierra County's operations. Sierra County shall make timely restoration of any such improvements damaged by Sierra County's operations and, when necessary because of such operations, shall move such improvements.

25. **Meadow Protection.** Reasonable care shall be taken to avoid damage to the cover, soil, and water in meadows shown on the Map. Vehicular or skidding equipment shall not be used on meadows, except where roads, landings, and tractor roads are approved. Unless otherwise agreed, trees felled into meadows shall be removed by endlining. Resulting logging slash shall be removed where necessary to protect cover, soil, and water.

26. **Wetlands Protection.** Wetlands requiring protection under Executive Order 11990 are shown on the Map. Vehicular or skidding equipment shall not be used in such wetlands, except where roads, landings, and tractor roads are approved.

27. **Temporary Roads.** As necessary to attain stabilization of roadbed and fill slopes of temporary roads, Sierra County shall employ such measures as outsloping, drainage dips, and water-spreading ditches. After a temporary road has served Sierra County's purpose, Sierra County shall give notice to the Forest Service and shall remove bridges and culverts, eliminate ditches, outslope roadbed, remove ruts and berms, effectively block the road to normal vehicular traffic where feasible under existing terrain conditions, and build cross ditches and water bars, as staked or otherwise agreed to. When bridges and culverts are removed, associated fills shall also be removed to the extent necessary to permit normal maximum flow of water.

28. **Temporary Roads to Remain Open.** All bridges and culverts shall remain in place and ditches shall not be eliminated on Temporary Roads, shown as "Remained Open on the Map. All drainage structures shall be left in functional condition.

29. **Landings.** After landings have served Sierra County's purpose, Sierra County shall ditch and slope them to permit water to drain or spread. Unless agreed to otherwise, cut and fill banks around landings shall be sloped to remove overhangs and otherwise minimize erosion.

30. **Skid Trails and Fire Lines.** Sierra County shall construct cross ditches and water-spreading ditches on tractor roads and skid trails, where needed to prevent erosion. By agreement, Sierra County may use other comparable erosion control measures, such as backblading skid trails, in lieu of cross ditching.

31. **Current Operating Areas.** Where logging, road construction, or other stewardship project work is in progress but not completed, unless agreed to otherwise, Sierra County shall, before operations cease annually, remove all temporary log culverts and construct temporary cross

drains, drainage ditches, dips, berms, culverts, or other facilities needed to control erosion. Such protection shall be provided, for all disturbed, unprotected ground that is not to be disturbed further prior to end of operations each year, including roads and associated fills, tractor roads, skid trails, and fire lines. When weather permits operations, Sierra County shall keep such work on any additional disturbed areas as up to date as practicable.

32. **Erosion Control Structure Maintenance.** During the period of this SPA, Sierra County shall provide maintenance of soil erosion control structures constructed by Sierra County until they become stabilized, but not for more than one year after their construction.

33. **Slash Disposal.** Sierra County's timing of product removal and preparatory work shall not unnecessarily delay slash disposal. Specific slash disposal measures to be employed by Sierra County are stated in Appendix E.

34. **Scaling.** Scaling includes:
    a) Various volume determination methods, such as log rule, sampling, measuring, linear measuring, counting, weighing, or another method or combination of methods;
    b) Various sites, such as truck Scaling stations, rollways, weighing stations, woods landings, water Scaling stations, or other sites.
    c) Various geographic locations.

35. **Scaling Services.** Scaling services shall be performed by Forest Service personnel or parties under contract to Forest Service, except that weighing services may be performed by personnel or parties approved by the Forest Service. Scaling shall be provided in accordance with the instructions and specifications in Appendix F. Scalers shall be currently certified to perform accurate Scaling services. The scaling services provided shall be selected exclusively by the Forest Service. Scaling services may be continuous, intermittent, or extended.
    a) Continuous scaling services is scaling at one site five (5) 8-hour shifts a week, exclusive of Sundays and Federal holidays.
    b) Intermittent scaling services are non-continuous scaling services.
    c) Extended scaling services are scaling services exceeding continuous scaling services and may include Sundays and designated Federal holidays.

    As mutually agreed to by the parties, the Forest Service may provide other services, such as but not limited to grading, tagging, or marking of Scaled logs.

36. **Scaling Location.** The Forest Service shall provide scaling services at the scaling site(s) shown in Appendix F. The Scaling site(s) shown in Appendix F normally will be a non-exclusive site where more than one National Forest Sierra County may be served. Sierra County may request, in writing, an alternate scaling site, such as at a private mill yard, private truck ramp, or a privately operated log transfer facility. The Forest Service may approve an alternate scaling site, when the Forest Service determines that scaling conditions at an alternate site are acceptable. Such conditions shall include at a minimum:

    a) Scaler safety and comfort,

b) Product accountability and security,
c) Facilities and practices conducive to accurate and independent Scaling, and
d) The ability to provide for remote check Scaling.

Upon approval of an alternate scaling site, the Forest Service and Sierra County shall enter into a written memorandum of agreement governing Scaling at that alternate location. Sierra County agree(s) that Forest Service personnel or persons under contract with the Forest Service shall perform scaling services at an alternative scaling site. In no instance shall Sierra County perform scaling services.

37. **Scaling Adjustments.** The Forest Service shall check the accuracy of the scaling performed on National Forest logs. Scaling will be satisfactory if performed within the accuracy standards in governing instructions identified in Appendix F. In the event the Forest Service check scale(s) shows a variance in net scale in excess of the allowable variance, an adjustment to volume reported scaled may be made by the Forest Service. Such adjustment will be based on the difference between Forest Service check Scale(s) and original Scale for SPA volume Scaled within the adjustment period. The volume to which this difference will be applied will be:
    a) One-half of the volume Scaled between the last satisfactory check Scale and the first unsatisfactory check Scale or, if a period of 120 days or more occurs without Scaling National Forest timber for stumpage, the adjustment will be applied to 100 percent of the volume Scaled after this period and
    b) 100 percent of the volume Scaled between unsatisfactory check Scales and
    c) One-half of the volume Scaled between the last unsatisfactory check Scale and the next satisfactory check Scale, or if no satisfactory check Scale is completed and a period of 120 days or more occurs without Scaling of National Forest timber for stumpage, the adjustment will be applied to 100 percent of the volume Scaled since the last unsatisfactory check Scale.

    Adjustments may increase or decrease the original Scaled volume. Adjustments will be applied to Integrated Resource Account to correct charges for Included Timber, plus deposits, Scaled during the adjustment period.

38. **Weighing Services.** Weighing services for stumpage payment purposes may be provided by either public or privately owned and operated weighing facilities. A "Weighing Services Agreement," approved by the Forest Supervisor, must be executed at each weighing facility providing weighing services.

    Scales used to weigh National Forest products for payment purposes must be a currently certified scale in accordance with State law and be capable of weighing the entire load of logs in a single operation. The weighing of less than the entire load or weighing two loads at once is prohibited. Unless otherwise agreed, the minimum sized weighing facility shall be a 60-ton capacity scale with a 10 foot by 70 foot platform or larger. The weighmaster must work in a position where it is possible to verify that the truck wheels are on or off the scales.Weighing facilities shall meet the following minimum requirements:
    a) Be an electronic design,
    b) Use electronic load cells or have a fully enclosed and sealed weigh-beam,

c) Have digital weight meters sealed with a seal approved by the State,
d) Have a zero interlocking device on the printer,
e) Have an automatic zero-setting mechanism,
f) Have an automatic motion-detecting device,
g) Be shielded against radio or electromagnetic interference, and
h) Have a date and time stamp and gross and tare weights that print electronically with each weighing. The Forest Service may waive electronic printing for public or third party weighing facilities. Sierra County shall bear all charges or fees for weighing services.

39. **Presentation for Scaling.** Sierra County shall present products so that they may be Scaled in an eco-nomical and safe manner.

40. **Accountability.** When Scaling is performed away from Stewardship Project Area, products shall be accounted for in accordance with Forest Service written instructions, as follows:
    a) Sierra County shall plainly mark or otherwise identify products prior to hauling;
    b) Forest Service shall issue removal receipts to Sierra County;
    c) Sierra County shall assign a competent individual at the landing to complete removal receipts and attach them to each load of products removed from Stewardship Project Area;
    d) Removal receipts shall be returned to Forest Service at periodic intervals;
    e) When products are in transit, the truck driver shall possess or display removal receipt and show it upon request as evidence of authority to move products;
    f) The scaler's portion of removal receipt shall be surrendered at point of Scaling, the unloading point, or as requested by Forest Service; and
    g) Sierra County shall notify Forest Service of lost or off-loaded logs and their location within 12 hours of such loss. Sierra County shall not place products in storage for deferred Scaling until an accountability system has been agreed to in writing for a stated period.

41. **Route of Haul.** As part of the annual Operating Schedule, Sierra County shall furnish a map showing the route of haul over which unscaled products will be transported from the Stewardship Project Area to the approved Scaling location. Such route of haul shall be the shortest, most economical haul route available between the points.

    Upon advance written agreement, other routes may be approved. All unscaled products removed from Stewardship Project Area shall be transported over the designated routes of haul. Sierra County shall notify Forest Service when a load of products, after leaving Stewardship Project Area, will be delayed for more than 12 hours in reaching Scaling location.
    Sierra County shall require truck drivers to stop, if requested by Forest Service, for the following reasons:
    a) For accountability checks when products are in transit from Stewardship Project Area to the designated Scaling location or
    b) For a remote check Scale when products are in transit after being truck Scaled at the designated Scaling location.

Sierra County and Forest Service shall agree to locations for accountability checks and remote check Scales in advance of haul. Such locations shall be established only in areas where it is safe to stop trucks. The Forest Service shall notify Sierra County of the methods to be used to alert truck drivers of an impending stop.

42. **Product Identification.** Before removal from the Stewardship Project Area, unless the Forest Service determines that circumstances warrant a written waiver or adjustment, Sierra County shall:
    a) Hammer brand all products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter.
    b) West of the 100th meridian, paint with a spot of highway-yellow paint all domestic processing products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter. Each paint spot must be not less than three (3) square inches in size.

    The Forest Service shall assign brands and, if the Stewardship Project Area is within a State that maintains a log brand register, brands shall be registered with the State. Sierra County shall use assigned brand exclusively on logs under this SPA until Forest Service releases brand. Sierra County will furnish and apply highway-yellow paint of a lasting quality (oil-base or equivalent).
    All hammer brands and/or highway-yellow paint must remain on logs until they are domestically processed. Sierra County shall replace identifying marks if they are lost, removed, or become unreadable. Sierra County may remanufacture products into different log lengths. Except for logs remanufactured as part of the mill infeed process immediately before processing, remanufactured products must be rebranded with the assigned SPA brand and repainted with highway-yellow paint, unless otherwise agreed to in writing by the Forest Service Representative. For such remanufactured products, Forest Service may approve use of a brand to be used exclusively as a catch brand, in lieu of the assigned SPA brand.

43. **Scaling Lost Products.** The volume of lost products shall be determined by the best methods currently available, using data from the records for the period in which the loss occurred or the most applicable period if loss should occur substantially after cutting. In the absence of specific information indicating size or species of lost products, species distribution and volume for entire truckloads shall be assumed to be the same as the average volume Scaled per truck during the report period, and for individual products it shall be assumed that the volume and species were the average volume of the highest priced species Scaled during the report period.

44. **Scaling Lost Sample Loads.** If Scaling is being done by sampling loads of logs, Sierra County shall present such sample loads for Scaling by Forest Service. If loads of logs selected to be sample Scaled are placed in the decks before they are Scaled, they will be considered as lost sample loads. It will be difficult, if not impossible, to determine the volume and species contained in such loads for payment purposes. Therefore, lost sample loads will be deemed to have a Scale volume and species composition equal to that of the highest value load Scaled during the sampling period, as established by Forest Service. If no sample loads were Scaled during the period, the Scale data for the high valued load will be

taken from the most current preceding sampling period with Scale. Sample loads lost as a result of Forest Service actions shall be treated as non-Scaled loads.

45. **Scale Reports.** The Forest Service shall provide Sierra County a copy of Forest Service scaler's record, if requested in writing.

46. **Fire Precautions and Control**
    a) **Plans.** Prior to initiating Sierra County's operations during Fire Precautionary Period, Sierra County shall file with Forest Service a Fire Prevention and Control Plan providing for the prevention and control of fires on the Stewardship Project Area and other areas of Sierra County's Operations. Such plan shall include a detailed list of personnel and equipment at Sierra County disposal for implementing the plan. This requirement may be met by preparing a single plan for more than one SPA.

    b) **Fire Precautions.** Specific fire precautionary measures listed in this Appendix shall be applicable during Sierra County's Operations in "Fire Precautionary Period" described. The dates of Fire Precautionary Period may be changed by agreement, if justified by unusual weather or other conditions. Required tools and equipment shall be kept in serviceable condition and immediately available for fire fighting at all times during Sierra County's operations in Fire Precautionary Period.

    c) **Substitute Precautions.** The Forest Service may authorize substitute measures or equipment, or waive specific requirements by written notice, if substitute measures or equipment will afford equal protection or some of the required measures and equipment are unnecessary.

    d) **Emergency Precautions.** The Forest Service may require the necessary shutting down of equipment on portions of Sierra County's Operations, as specified by the emergency fire precautions schedule. Under such conditions, after Sierra County cease(s) active operations, Sierra County shall release for hire by Forest Service, if needed, Sierra County's shutdown equipment for fire standby on the Stewardship Project Area or other areas of Sierra County's Operations and personnel for fire standby or fire patrol, when such personnel and equipment are not needed by Sierra County for other fire fighting or protection from fire. Equipment shall be paid for at fire fighting equipment rates common in the area or at prior agreed rates and, if Sierra County request(s), shall be operated only by personnel approved by the Sierra County. Personnel so hired shall be subject to direction and control by Forest Service and shall be paid by Forest Service at fire fighting rates common in the area or at prior agreed rates.

    e) **Fire Precautionary Period and Fire Precautions.** Specific fire precautionary measures are set forth below. Upon request of Forest Service, Sierra County shall permit and provide an individual to assist in periodic testing and inspection of required fire equipment. Sierra County shall promptly remedy deficiencies found through such inspecting and testing.

1. The following requirements shall apply during the period ***(fill-in dates)*** and during other such periods as specified by Forest Service.

2. *(Include Regional fire precautionary requirements, below.)*

47. **Fire Control.** Sierra County shall, both independently and in cooperation with Forest Service, take all reasonable and practicable action to prevent and suppress fires resulting from Sierra County's Operations and to suppress any forest fire on Stewardship Project Area. Sierra County's independent initial fire suppression action on such fires shall be immediate and shall include the use of all necessary personnel and equipment at Sierra County's disposal on Stewardship Project Area or within the distance of Stewardship Project Area: ***(fill-in miles).***

    a) **The Partner's Reinforcement Obligations.** Whenever an Operations Fire or Negligent Fire, whether on or off Stewardship Project Area or any other forest fire on Stewardship Project Area, has not been suppressed by initial action and appreciable reinforcement strength is required, Forest Service may require further actions by Sierra County until such fire is controlled and mopped up to a point of safety. Such actions may include any or all of the following as necessary to fight such fire:

    b) **Suspend Operations.** To suspend any or all of Sierra County's Operations.

    c) **Personnel.** To release for employment by Forest Service any or all of Sierra County's personnel engaged in Sierra County's Operations or timber processing within the distance of Stewardship Project Area: ***(fill-in miles)*.** Any organized crew so hired shall include Sierra County's supervisor, if any. Personnel so employed shall be paid at Forest Service standard emergency fire fighting rates.

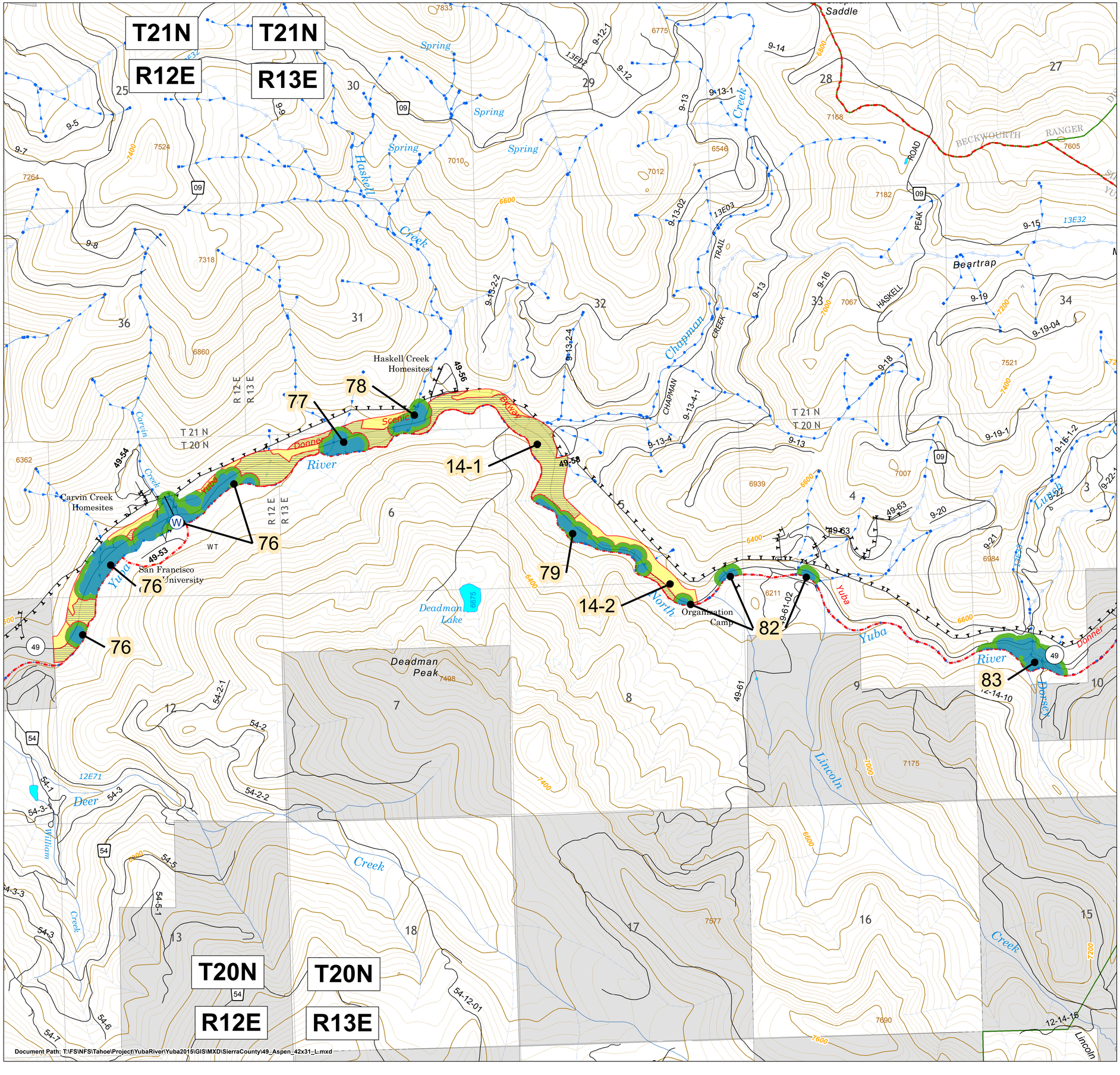
    d) **Equipment.** To make available for Forest Service rental at fire fighting equipment rates common in the area or at prior agreed rates any or all of Sierra County's equipment suitable for fire fighting and currently engaged in Sierra County's Operations within the distance of Stewardship Project Area: ***(fill-in miles)***. Equipment shall be operated only by personnel approved by Sierra County, if so requested by Sierra County.

48. **Temporary Roads and Skid Trails**. Sierra County shall locate Temporary Roads and Skid Trails on locations approved by the Forest Service. Such location shall include the marking of road centerline or grade-line and the setting of such construction stakes as are necessary to provide a suitable basis for economical construction and the protection of National Forest lands.

    Temporary road surface width shall be limited to truck bunk width plus four (4) feet, except for needed turnouts which shall not exceed two (2) times the bunk width plus four (4) feet. If shovels or cranes with revolving carriage are used to skid or load, temporary road surface width equal to track width plus tail swing shall be permitted.

As necessary to attain stabilization of roadbed and fill slopes of Temporary Roads, Sierra County shall employ such measures as outsloping, drainage dips, and water-spreading ditches.

USDA-FOREST SERVICE
TAHOE NATIONAL FOREST
YUBA RIVER RANGER DISTRICT
49 Aspen



0 3,000 6,000 Feet

0 0.5 1 Miles

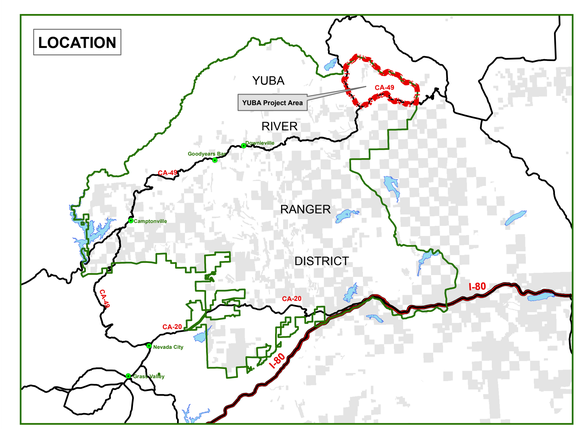
Map Legend

1:10,000

- Agreement Area Boundary
- Subdivision Boundary, Max Stump Height, 3" non-sawtimber, 12" sawtimber
- Subdivision Boundary, Max Stump Height, 3" non-sawtimber, 12" sawtimber
- Subdivision Unit Number
- Forest System Roads (Keep All Roads Open)
- Existing Transportation Road System
- Temp Road
- Road Reconstruction
- Haul Direction
- Other Ownership
- Improvement to protect, Utility Line
- Ephemeral Streamcourse to Protect - (30' Equipment Exclusion) (Block Marks Upper Limit)
- Intermittent Streamcourse to Protect - (50' Equipment Exclusion) (Block Marks Upper Limit)
- Perennial Streamcourse to Protect - (100' Equipment Exclusion)) (Block Marks Upper Limit)
- Protection of Improvements not Owned by Forest Service
- Protection of Improvement/Survey Monument
- Protection of Improvement/USFS Building
- Water Source to be Developed

N W E S

- Aspen-Conifer Removal 84 acres
- Aspen-Conifer Thinning 55 acres
- Fuels Reduction-HC/HP 37 acres
- Fuels Reduction-Mechanical 88 acres



Data Source: Tahoe National Forest Geospatial Corporate Database
Projection: UTM, Zone: 10, Datum: NAD83, Spheroid: GRS 80
This map is reproduced from geospatial information.
Prepared by: USDA - Forest Service
Prepared by: R. Miller , 4/13/2020

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C7.2# - SPECIFIED FIRE PRECAUTIONS. (06/2012)

Purchaser or a designated Purchaser's Representative shall certify compliance with specific Timber Sale Contract and California Public Resources Code (CPRC) fire precautionary measures in B7.1 Plans, C7.2# and C7.22#. Certification shall be provided prior to starting operations during Fire Precautionary Period and shall be updated as needed.

Listing of specific fire precautionary measures in the following subsections is not intended to relieve Purchaser in any way from compliance with State fire laws covering fire prevention and suppression equipment applicable to Purchaser's Operations.

Upon request of Forest Service, Purchaser shall permit and assist in periodic testing and inspection of required fire equipment.

The following definitions shall apply to C7.2# and C7.22#:

Active Landing: A location Purchaser is skidding logs into, or performing other operations such as delimbing, log manufacturing, and chipping logs. Except for EV and E days, loading logs or stockpiled chips only on a cleared landing does not constitute an Active Landing.

Hot Saw: A harvesting system that employs a high-speed (>1100 rpm) rotating felling head (i.e., full rotation lateral tilt head).

Mechanical Operations: The process of felling, skidding, chipping, shredding, piling, log processing and/or yarding which requires the use of motorized power which includes, chainsaws, chippers, motorized carriages, masticators, stroke delimbers, skidders etc.

Specific equipment requirements and fire precautionary measures are shown in the following table and in C7.22#:

A. Fire Tools and Equipment	Purchaser shall meet applicable parts of Section 4428 of the CPRC. Unless agreed otherwise, Fire tools kept at each Active Landing shall be sufficient to equip all employees in the felling, yarding, loading, chipping, and material processing operations associated with each landing. Fire equipment shall include two tractor headlights for each tractor dozer used in Purchaser's Operations. Tractor headlights shall be attachable to each tractor and served by an adequate power source. Fire tools shall be kept in a sealed fire tool box adjacent to the Active Landing and readily accessible in event of fire. Where cable yarding is used, Purchaser shall provide a size 0 or larger shovel with an overall length of not less than 46 inches and a serviceable 5 gallon backpack pump filled with water or a fire extinguisher bearing a label showing at least a 4-A rating must be within 25 feet of each tail and corner block. Trucks, tractors/skidders, pickups and other similar mobile equipment shall be equipped with and carry at all times a size 0 or larger shovel with an overall length of not less than 46

inches and a 2-1/2 pound axe or larger with an overall length of not less than 28 inches.

All required fire tools shall be maintained in suitable and serviceable condition for fire fighting purposes.

B. Fire Extinguishers

Purchaser shall equip each internal combustion yarder, fuel truck, and loader with a (4-A:60-B:C) fire extinguisher for oil and grease fires.

Skidders and tractors shall be equipped with a minimum 5-BC fire extinguisher.

Fire extinguishers shall be mounted, readily accessible, properly maintained and fully charged.

Purchaser shall equip all mechanized harvesting machines and log processors with hydraulic systems, powered by an internal combustion engine (e.g. masticator, chipper, feller/buncher, harvester, forwarder, Hot Saw, stroke delimber, etc), with at least two 4-A:60-B:C fire extinguishers or an acceptable CAFS substitute identified in Section K.

C. Spark Arresters and Mufflers

Except for tractors and other equipment with exhaust-operated turbochargers, Purchaser shall equip each operating tractor and any other internal combustion engine with an approved spark arrester. There shall be no exhaust bypass on any system.

Spark Arresters shall be a model tested and approved under Forest Service Standard 5100-1a as shown in the National Wildfire Coordinating Group Spark Arrester Guide, Volumes 1 and 2, and shall be properly mounted and maintained according to manufacturer's specifications.

Every motor vehicle subject to registration shall at all times be equipped with an adequate exhaust system meeting the requirements of the California Vehicle Code.

D. Power Saws

Each power saw shall be equipped with a spark arrester approved and maintained in effective working order as identified in the Spark Arrestor Guide in Section C. above and according to applicable parts of CPRC Section 4442 or 4443. An Underwriters Labortories (UL) approved fire extinguisher containing a minimum 14 ounces of fire retardant shall be kept with each operating saw.

A size 0 or larger shovel with an overall length of not less than 38 inches shall be kept with each gas can, but not more than 300 feet from each power saw when used off cleared landing areas.

E. Fire Supervisor & Fire Patrolperson

Purchaser shall designate in the fire plan required by B7.1 and furnish on Sale Area during operating hours a fire supervisor, named in writing and authorized to act on behalf of Purchaser in fire prevention and suppression matters.

Unless agreed otherwise, Purchaser shall furnish and designate in writing, a Fire Patrolperson each operating day when Project Activity Level C or higher is in effect. When on duty, the Fire Patrolperson is required to patrol the operation for the prevention and detection of fires, to take suppression action where necessary and to notify Forest Service as required under Sections I. Reporting Fires and L. Communications. This Fire Patrol is required on foot, unless otherwise agreed.

By written agreement, one Fire Patrolperson may provide patrol on this and adjacent projects or sales. No Fire Patrolperson shall be required on Specified Road construction jobs except during clearing operations unless otherwise specified.

F. Seasonal Permits

Purchaser shall obtain written permits from Forest Service before allowing welding, warming fires or burning, subject to C7.22# - Emergency Precautions.

G. Clearing of Fuels

Purchaser shall clear away, and keep clear, fuels and logging debris as follows:

Welding equipment and stationary log loaders, yarders and other equipment listed in California State Law:	10 feet slope radius
Tail or corner haulback blocks:	All running blocks on a cable yarding operation shall be located in the center of an area that is cleared to mineral soil at least 15 feet in diameter.
Lines near, between or above blocks:	Sufficient clearing to prevent line from rubbing on snags, down logs and other dead woody material.

H. Smoking

All smoking shall be confined within a car, truck, crew rig or other enclosed cab after 1:00 PM on Ev days and all hours on E days (C7.22#). At other times, any smoking shall be done while sitting in an area at least 3 feet in diameter, cleared of flammable materials. Burning tobacco and matches shall be extinguished before they are properly disposed.

I. Reporting Fires

As soon as feasible, but no later than **15 minutes** after discovery, Purchaser shall notify Forest Service of any fires on Sale Area or along roads used by Purchaser.

J. Tank Truck

Purchaser shall provide a water tank truck or trailer on or in proximity to Sale Area during Purchaser's Operations hereunder during Fire Precautionary Period unless otherwise agreed.

Tank truck or trailer shall contain at least 300 gallons of water and comply with the following requirements:

(1) Pump, which at sea level, can deliver 23 gallons per minute at 175 pounds per square inch measured at the pump outlet. Pumps shall be tested on Sale Area by Forest Service using a 5/16 inch orifice with a one inch in line test kit and shall meet or exceed the pressure values identified in the following table for nearest temperature and elevation:

Temp	Sea Level		1000 Feet		2000 Feet		3000 Feet		4000 Feet		5000 Feet		6000 Feet		7000 Feet		8000 Feet		9000 Feet		10000 Feet	
55	179	23	174	23	169	23	165	22	161	22	157	22	153	22	150	21	146	21	142	21	139	21
70	175	23	171	23	166	22	162	22	158	22	154	22	150	21	147	21	143	21	139	21	136	20
85	171	23	168	23	163	22	159	22	155	22	151	21	147	21	144	21	140	21	136	20	133	20
100	168	23	164	23	159	22	155	22	152	22	148	21	144	21	141	21	137	20	133	20	131	20
	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM

The pump outlet shall be equipped with 1-1/2 inch National Standard Fire Hose thread. A bypass or pressure relief valve shall be provided for other than centrifugal pumps.

(2) 300 feet of 3/4-inch inside diameter rubber-covered high-pressure hose mounted on live reel attached to pump with no segments longer than 50 feet, when measured to the extreme ends of the couplings. Hose shall have reusable compression wedge type 1-inch brass or lightweight couplings (aluminum or plastic). One end of hose shall be equipped with a coupling female section and the other end with a coupling male section. The hose shall, with the nozzle closed, be capable of withstanding 200 PSI pump pressure without leaking, distortions, slipping of couplings, or other failures.

(3) A shut-off combination nozzle that meets the following minimum performance standards when measured at 100 P.S.I. at the nozzle:

	G.P.M.	Horizontal Range
Straight Stream	10	38 feet
Fog Spray	6 - 20	N/A

(4) Sufficient fuel to run pump at least 2 hours and necessary service accessories to facilitate efficient operation of the pump.

(5) When Purchaser is using Hot Saws or Masticators an additional 250 feet of light weight hose, approved by Forest Service, shall be immediately available for use and be capable of connecting to the 300 feet of hose and appurturances in (2) and (3) above.

(6) This equipment and accessories shall be deliverable to a fire in the area of operations and is subject to the requirements for each specific activity level identified in C7.22#.

K. Compressed Air Foam System (CAFS)

A fire suppression system where compressed air is added to water and a foaming agent. By agreement, Purchaser may substitute a CAFS or functional equivalent in lieu of the tank truck, trailer or fire extinguishers, provided it meets or exceeds the following specifications and requirements:

1. Variable foam expansion ratio – 10:1 to 20:1.
2. Units shall be kept fully charged with air; water and foam concentrate as recommended by the manufacturer and have the appropriate tools to service the system.
3. The unit shall contain enough energy to empty tank and clear hose prior to exhausting propellent.
4. The unit shall be capable of being completely recharged within 10 minutes.
5. When used on cable yarding landings, the unit shall be outfitted for immediate attachment to carriage and transported without damage to the unit.

Fire extinguishers required for Hot Saws, Masticators and similar equipment identified in Section B. above may be substituted with a 3 gallon CAFS.

Tank truck, trailer or equivalent may be substituted with a 30 Gallon CAFS with at least 550 feet of one inch hose and an adjustable nozzle with enough water, air and foam concentrate for at least one recharge.

This equipment and accessories shall also be deliverable to a fire in the area of operations and subject to the requirements for each specific activity level identified in C7.22#.

L. Communications

Purchaser shall furnish a serviceable communications system such as a telephone, radio-telephone, radio system or satellite phone connecting each operating side within the Sale Area with Purchaser's headquarters, and capable of notifying Forest Service within **15 minutes** of discovery of any fires on the Sale Area or along Purchaser’s haul route. When such headquarters is at a location which makes communication to it clearly impractical, Forest Service may agree to a reasonable alternative notification method.

A Citizen's Band (CB)radio is not acceptable communications.

M. Cable Yarding Tank Unit

When all or part of Included Timber will be harvested by a long span (over 1,500 feet)cable yarding operation, Purchaser shall provide at each active cable yarding landing a tank truck, trailer or acceptable CAFS substitute which can be lifted and transported by the carriage.

The unit shall meet the same requirements as specified for the tank truck, trailer or approved CAFS substitute.

N. Helicopter Yarding Fire Precautions

Purchaser shall provide and maintain fire equipment as follows:

1. The fire tool box required under this provision shall be equipped for attachment to the helicopter long line so that it may be hauled to needed locations. Such attachment device shall not interfere with access to fire tools. Unless agreed otherwise, the fire tool box shall be located at the Active Landing ready for immediate dispatch.
2. An external helibucket readily attachable to the helicopter, with a capacity of at least 500 gallons, and having a remote control door mechanism adequate for rapid dropping of water. The helibucket shall be located at the helicopter service landing and shall be filled with water ready for immediate dispatch unless otherwise agreed.
3. All aircraft used in conjunction with Purchaser's Operations shall be equipped with an operable radio system capable of meeting Region Five avionics requirements.
4. For protection of fuel servicing operations, fire extinguishers which have the following ratings based on the open hose discharge capacity, i.e., "broken hose," of the aircraft fueling system shall be readily available:
   a. Where said capacity does not exceed 200 gallons per minute, at least one approved extinguisher having a minimum rating of 20-B;
   b. Where said capacity is in excess of 200 gallons per minute, but not over 350 gallons per minute, one approved extinguisher having a minimum rating of 80-B;
   c. Where said capacity is in excess of 350 gallons per minute, two approved extinguishers, each having a minimum rating of 80-B.
5. By agreement, a suitable CAFS may also be used in lieu of the above extinguishers.
6. Extinguishers of over 50 pounds gross weight shall be of wheeled type or be mounted on carts to provide mobility and ease of handling.

C7.22# - EMERGENCY PRECAUTIONS. (06/2012) Purchaser's Operations shall conform to the limitations or requirements in the Project Activity Level (PAL) table below. Unless otherwise agreed in writing, Project Activity Levels applicable to this project shall be the predicted levels for the Fire Danger Rating Area(s), or fire weather station(s) stated in the Sale Area Map legend.

Forest Service, in its sole discretion, may change the predicted activity level if the current fire suppression situation, weather and vegetation conditions warrant an adjustment. If practicable, Forest Service will determine the following day's activity level by 6:00 PM. Purchaser shall obtain the predicted Project Activity Level from the appropriate Ranger District Office before starting work each day.

Forest Service may change the Project Activity Level Table to other values upon revision of the National Fire Danger Rating System. When Purchaser is notified, the revised Project Activity Levels will supersede the levels in the Project Activity Level Table below.

PROJECT ACTIVITY LEVEL (PAL) - C7.22# - EMERGENCY PRECAUTIONS

PROJECT ACTIVITY LEVEL TABLE

Level	***Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.***
A	Minimum required by C7.2#.
B	1. Tank truck, trailer, or approved CAFS substitute shall be on or adjacent to the Active Landing.
C	1. When Hot Saws or Masticators are operating, a tank truck, trailer or approved CAFS substitute shall be within ¼ mile of these operations. Effective communications shall exist between the operator and the Active Landing. 2. Immediately after Mechanical Operations cease, Fire Patrol is required for two hours.
D	1. Immediately after Hot Saw or Masticator operations cease, Fire patrol is required for three hours. 2. No Dead Tree felling after 1:00 PM, except recently dead. 3. No Welding or cutting of metal after 1:00 PM, except by special permit.
Ev	1. The following activities may operate all day: a) Loading and hauling logs decked at approved landings. b) Loading and hauling chips stockpiled at approved landings. c) Servicing equipment at approved sites. d) Dust abatement, road maintenance (Chainsaw use prohibited), culvert installation within cleared area, chip sealing, paving, earth moving or rock aggregate stock pile loading and installation (does not include pit or quarry development). e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings. 2. Hot Saws or Masticators may operate until 1:00 PM; provided that: a) A tractor or other equipment with a blade capable of constructing fireline is on or adjacent to the active landing

	or within ¼ mile of the operating equipment. This piece of equipment shall have effective communication with the Hot Saw or Masticator. b) Any additional restrictions specified by the Forest. 3. All other conventional Mechanical Operations are permitted until 1:00 PM. **4. Some operations may be permitted after 1:00 PM, on a case-by-case basis, under the terms of a PAL Ev Variance Agreement. Activities for which a Variance may be issued are:** • **Rubber Tire Skidding** • **Chipping on Landings** • **Helicopter Yarding** • **Fire Salvage** When approved by a Line Officer, a Variance Agreement can be implemented when the criteria specified in the agreement are met and mitigation measures are in place. This approval is good for ten (10) days unless cancelled sooner or extended by the Contracting Officer for an additional ten (10) days. Variance approval can be withdrawn at the sole discretion of Forest Service. Variance approval is contingent on the 7-day fire weather forecast, fuel conditions, site characteristics, current fire situation, state of Purchaser's equipment for prevention and suppression readiness, type of operation and social and community considerations etc. (See attached Project Activity Level Variance Agreement).
E	The following activities may operate all day: 1. Loading and hauling logs decked at approved landings. 2. Loading and hauling chips stockpiled at approved landings. 3. Servicing Equipment at approved sites. 4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development). 5. Chainsaw operation associated with loading at approved landings. All other activities are prohibited.

SPECIFICATIONS PURSUANT TO C7.22# - EMERGENCY PRECAUTIONS. (10/2010)

Region 5 Project Activity Level (PAL) Ev Variance Application/Agreement

Project Name: _____
Contract Number: _____
Purchaser/Contractor Name: _____
Request #__, for period: _____
Units/Subdivisions Affected: _____

Location of operation:	
Slope	
Aspect	
Elevation	
Fuels on site	
Fuels in surrounding area	
7 Day PAL Outlook	
Short range predictions (Red Flags)	
Fuel Moistures	
Response time of suppression resources	
Potential for ignition	
RAWS location	
Current Fire Situation:	
Draw down information	
National Readiness Level	
Contractual considerations:	
Normal Operating Season	
Frequency of recent contract fires in area	
Type of operation	
Purchaser/Contractors past/current performance & equipment readiness	
Other site specific mitigation or precaution (i.e. Purchaser/Contractors proposals)	
Social & Community Considerations:	
Proximity of high value resources	
Sensitivity of location	

Remarks:

Ev Proposed Actions

- [ ] **Rubber Tired Skidding**
- [ ] **Chipping on Landings**
- [ ] **Helicopter Yarding**
- [ ] **Fire Salvage**

Description of Mitigation Measures

Fire Management Officer Concurrence _____ Date _____

Line Officer Approval _____ Date _____

I have considered the above request and determined the specified mitigation measures or actions must be implemented to continue operations in Project Activity Level Ev. Unless extended, the approval remains in effect for ten (10) calendar days unless cancelled sooner or extended by the Forest Service for an additional ten (10) days. At the sole discretion of the Forest Service, this variance can be modified and/or cancelled at no cost to the government.

Contracting Officer _____ Date _____

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

MEETING DATE: August 4, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Professional Services Agreement with NST Engineering, Inc to replace the agreement formerly with Jim Mcintyre (Oak Knoll Engineering) for Building Department structural plan check services for building permit plan review as required by the adopted building codes for the County.

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

BACKGROUND INFORMATION: This is the same form of agreement previously used with Oak Knoll Engineering. Oak Knoll (Jim) who recently retired

FUNDING SOURCE: General-Building Fees (100% Applicant covered costs)
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

AGREEMENT FOR
PROFESSIONAL SERVICES
STRUCTURAL PLAN CHECKING 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 NST Engineering, Inc.

NST Engineering, Inc.
"CONTRACTOR"

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date: August 1, 2020

Termination Date: June 30, 2021 and renews automatically on July 1 of each fiscal year unless terminated by County or Contractor as provided for in this agreement.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A.4".

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

Tim H. Beals, Building Official is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Jeffery Morrish 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

9. AGREEMENT DATE. The effective date of this Agreement is August 1, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"	"CONTRACTOR"
COUNTY OF SIERRA	
By_____	_____
JAMES BEARD	JEFFERY MORRISH
Chairman, Board of Supervisors	NST Engineering, Inc.
ATTEST:	APPROVED AS TO FORM:
_____	_____
HEATHER FOSTER	David Prentice
Clerk of the Board	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:

1) Structural plan check services of plans as submitted for review by the Sierra County Building Department in accordance with and for compliance with all current applicable local ordinances, state codes and building division policies. Sierra County Building Department is not obligated to provide plans for review to Contractor.

2) Other related consulting services on an as requested basis by the County, including but not limited to presentations, meeting attendance, on-site structural observation, or code research.

3) County may review Contractor's work periodically for quality.

4) Contractor shall provide weekly status reports to Sierra County Building Department.

5) All plans shall be fully and thoroughly checked by Contractor according to the terms and intent of this Agreement and a review summary/status report returned to the Sierra County Building Department within ten (10) business days of receipt by Contractor, except when excused by rare, unusual and unforeseeable circumstances.

6) Contractor shall be responsible for all communications with applicant, engineer or designer necessary to pass review. In the event that a structural review requires more than two checks (initial review and one back-check), Contractor shall invoice County for additional services including any additional back-checks in accordance with Attachment B to this contract. Contractor shall not return plans to County until such plans have been determined by Contractor to be recommended for permit issuance or to be returned to applicant for extensive corrections.

7) Contractor shall not be required to conduct life/safety review of any plans pursuant to this agreement.

8) Contractor shall provide all materials, current references, equipment and facilities need to accomplish the services described herein. The hiring of any assistant needed by Contractor shall be a Contractor's sole discretion, and Contractor is solely responsible for supervising and paying any employee or subcontractor.

A.2. TIME SERVICES RENDERED.

On an as needed basis until termination of contract.

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.

County shall provide contractor with applicant fee schedule and the snowload information for each project submitted for plan check.

ATTACHMENT B
PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR for plan check services on a per plan review basis a contract fee not to exceed forty percent (40%) of the permit plan check fee as calculated by the Sierra County Building Department which is based on the current Building Code formulas in place at the time of permit application. In no case shall the fee for each project be less than the sum of one hundred dollars ($100.00). COUNTY shall pay CONTRACTOR for additional services including additional back-checks or re-checks on a time and material basis at a rate not to exceed $100.00/hour. 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. Payment shall be made within thirty (30) days after the invoice is approved by the County Contract Administrator.

B.2 MILEAGE. None. Notwithstanding anything to the contrary in this agreement mileage for vehicle use shall be paid only at the IRS approved rate.

B.3 TRAVEL COSTS. None.

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 not identified in Attachment A 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.

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.

__ **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 Three Million Dollars ($3,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

x **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 Five Hundred Thousand Dollars ($500,000) per incident and Five Hundred Thousand Dollars ($500,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars ($2,500).

__ **D.5.1.3** Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars ($500,000) per occurrence and with not less than Five Hundred Thousand Dollars ($500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

x **D.5.1.4** Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

County of Sierra
Auditor/Risk-Manager
P.O. Drawer 425
Downieville, CA 95936

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors.

D.7 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.8 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.9 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving

written notice from COUNTY of its desire for removal of such person or persons.

D.10 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.13 TERMINATION. COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1.1 CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed One Thousand Dollars ($1,000). Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written

notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.19 MINOR AUDITOR REVISION. In the event the Sierra County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.20 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement

Term shall include any extensions of such term.

D.23 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.24 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.25 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.26 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.27 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.28 VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Sierra, State of California.

D.29 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the

execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 LEGAL COMPLIANCE. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 ADVISEMENT. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

> The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

D.38 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":
Board of Supervisors
County of Sierra
Post Office Drawer D
Downieville, CA 95936

With a copy to:
County Counsel
County of Sierra
Post Office Drawer D
Downieville, CA 95936

With Copy To:
Building Official
PO Box 530
Downieville, Ca 95936

If to "CONTRACTOR":

Jeffery Morrish
NST Engineering, Inc.
1495 Riverside Drive
Susanville, CA 96130
530-257-5173
www.nstengineering.com
nst@frontiernet.net

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

MEETING DATE: August 4, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: County Service Area Board of Directors, CSA 4
APPROVING PARTY: Heather Foster, Clerk of the Board
PHONE NUMBER: 530-289-3295

AGENDA ITEM: 1) Conduct public hearing on proposed annual assessment fee for County Service Area 4 - Zone 4B Verdi and Long Valley Fire Protection and Emergency Medical Services; 2) determination of written protests received following the conclusion of the public hearing; and 3) possible adoption of resolution establishing annual assessment fee for County Service Area 4 - Zone 4B Verdi and Long Valley Fire Protection and Emergency Medical Services.

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

BACKGROUND INFORMATION: See attached CSA Resolution 2020-004 and proposed resolution establishing the annual assessment fee.

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

Notice of Public Hearing
County of Sierra
County Service Area Board of Directors

Notice of Proposed Assessment for County Service Area 4, Zone 4B Verdi and Long Valley Fire Protection and Emergency Medical Services

The Board of Supervisors of the County of Sierra acting as the governing authority of the County Service Area Board of Directors proposes to charge an annual assessment to provide the revenues necessary to pay a share of the costs for a fire protection and emergency medical response services agreement between the County of Sierra, Sierra County Fire Protection District #1, and Truckee Meadows Fire Protection District.

The County Service Area Board of Directors of the County of Sierra proposes to charge **$156.52 per year** to improved parcels within the CSA 4, Zone 4B boundaries and as defined in County Service Area Board of Directors Resolution 2020-001.

The proposed annual assessment amount was based upon the Engineer's Report for County Service Area 4, Zone 4B-Verdi and Long Valley Fire Protection and Emergency Medical Response Services dated June 15, 2020 as prepared by Bastian Engineering.

The proposed assessment will be collected on the Sierra County tax bill effective for the 2020/2021 Fiscal Year and payable in semiannual installments, payable by December 10 and April 10 each year.

The Board of Supervisors of the County of Sierra acting as the governing authority of the County Service Area Board of Directors will hold a public hearing on the proposed assessment, on Tuesday, August 4, 2020 at 10:00 a.m. or as soon thereafter as the matter may be heard. The public hearing will be held in the Board of Supervisors Chambers, 100 Courthouse Square, Downieville, California. If Governor Newsom's Executive Order pertaining to the COVID-19 pandemic and/or the social distancing guidelines as outlined by the Sierra County Public Health Department are still in effect at that time, the Board of Supervisors will hold the public hearing via teleconference and the Board Chambers will remain closed to the public as they are currently.

Property owners may file a written protest against the proposed assessment with the Clerk of the Board of Supervisors at or before the close of the public hearing. A protest must contain a description of the property owned sufficient to identify the property. If the name on the written protest is not shown on the last equalized assessment roll of Sierra County, as the owner of the property, the signer of the protest must also submit written evidence of ownership.

Written protests may be mailed to:

Clerk of the Board of Supervisors
County of Sierra
P.O. Box D
Downieville, CA 95936

If social distancing measures are no longer in effect and the Board Chambers are opened to the public, written protests may also be delivered in person to the Clerk of the Board of Supervisors at 100 Courthouse Square, Room 11, Downieville, California, or at the public hearing.

If a majority of the affected property owners file written protests against the proposed assessment, the assessment will not be implemented.

If you have any questions about this notice, please call 530-289-3295 between 8:00 a.m. and 5:00 p.m., Monday through Friday.

Dated: June 16, 2020

Clerk of the Board of Supervisors
County of Sierra

COUNTY SERVICE AREA 4
COUNTY OF SIERRA

RESOLUTION CALLING A PUBLIC HEARING ON PROPOSED ASSESSMENT FEE FOR THE "COUNTY SERVICE AREA 4, ZONE 4B VERDI AND LONG VALLEY FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES ASSESSMENT FEE

RESOLUTION NO. 2020-004 CSA

WHEREAS, the Board of Supervisors of the County of Sierra acting as the governing authority of County Service Area 4 (the "Board") has reviewed the "Engineer's Report" prepared by Bastian Engineering dated June 15, 2020, recommending an assessment fee for the "County Service Area 4, Zone 4B Verdi and Long Valley Fire Protection and Emergency Medical Services" to provide the revenues necessary to pay a share of the costs for a fire protection and emergency medical response services agreement between the County of Sierra, Sierra County Fire Protection District #1, and Truckee Meadows Fire Protection District; and,

WHEREAS, on the basis of that analysis, the Board has determined that the amount of revenue available to County Service Area 4 is inadequate to meet the costs of the proposed service agreement and has concluded that the recommended assessment fee should be implemented; and,

WHEREAS, the California Constitution provides that a local agency must conduct a public hearing on any new property-related fee or charge, such as the proposed assessment fee, not sooner than 45 days after mailing a notice to the owners of the property upon which the fee or charge will be imposed.

BE IT RESOLVED by the Board of Supervisors of the County of Sierra, acting as the governing authority of County Service Area 4 and County Service Area 4, Zone 4B, as follows:

Section 1. Recitals. The foregoing recitals are true and correct and this Board so finds and determines.

Section 2. Public Hearing. The Board hereby affixes 10:00am or as soon thereafter as practicable, on Tuesday, August 4, 2020, at the Sierra County Courthouse, Board of Supervisors Chambers, 100 Courthouse Square, Downieville, California, as the time and place for a public hearing on the proposed assessment fee.

Section 3. Notice of Hearing. The Board directs the Clerk of the Board of Supervisors to mail a notice of the hearing, in substantially the form attached hereto as Exhibit A, which describes the proposed rates, to each record property owner within County Service Area 4, Zone 4B. The mailing shall be completed not later than June 19, 2020 which date is at least 45 days before the date of the public hearing.

Section 4. Effective Date. This resolution shall take effect from and after the date of its passage.

PASSED AND ADOPTED on June 16, 2020, by the following vote:

AYES: Supervisors Adams, Huebner, Roen, Dryden, and Beard

NOES: None

ABSENT: None

ABSTAIN: None

SIERRA COUNTY

Jim Beard, Chair

ATTEST:

Heather Foster, Clerk of the Board

APPROVED AS TO FORM:

David Prentice, County Counsel

Notice of Public Hearing
County of Sierra
County Service Area Board of Directors

Notice of Proposed Assessment for County Service Area 4, Zone 4B Verdi and Long Valley Fire Protection and Emergency Medical Services

The Board of Supervisors of the County of Sierra acting as the governing authority of the County Service Area Board of Directors proposes to charge an annual assessment to provide the revenues necessary to pay a share of the costs for a fire protection and emergency medical response services agreement between the County of Sierra, Sierra County Fire Protection District #1, and Truckee Meadows Fire Protection District.

The County Service Area Board of Directors of the County of Sierra proposes to charge **$156.52 per year** to improved parcels within the CSA 4, Zone 4B boundaries and as defined in County Service Area Board of Directors Resolution 2020-001.

The proposed annual assessment amount was based upon the Engineer's Report for County Service Area 4, Zone 4B-Verdi and Long Valley Fire Protection and Emergency Medical Response Services dated June 15, 2020 as prepared by Bastian Engineering.

The proposed assessment will be collected on the Sierra County tax bill effective for the 2020/2021 Fiscal Year and payable in semiannual installments, payable by December 10 and April 10 each year.

The Board of Supervisors of the County of Sierra acting as the governing authority of the County Service Area Board of Directors will hold a public hearing on the proposed assessment, on Tuesday, August 4, 2020 at 10:00 a.m. or as soon thereafter as the matter may be heard. The public hearing will be held in the Board of Supervisors Chambers, 100 Courthouse Square, Downieville, California. If Governor Newsom's Executive Order pertaining to the COVID-19 pandemic and/or the social distancing guidelines as outlined by the Sierra County Public Health Department are still in effect at that time, the Board of Supervisors will hold the public hearing via teleconference and the Board Chambers will remain closed to the public as they are currently.

Property owners may file a written protest against the proposed assessment with the Clerk of the Board of Supervisors at or before the close of the public hearing. A protest must contain a description of the property owned sufficient to identify the property. If the name on the written protest is not shown on the last equalized assessment roll of Sierra County, as the owner of the property, the signer of the protest must also submit written evidence of ownership.

Written protests may be mailed to:

Clerk of the Board of Supervisors
County of Sierra
P.O. Box D
Downieville, CA 95936

If social distancing measures are no longer in effect and the Board Chambers are opened to the public, written protests may also be delivered in person to the Clerk of the Board of Supervisors at 100 Courthouse Square, Room 11, Downieville, California, or at the public hearing.

If a majority of the affected property owners file written protests against the proposed assessment, the assessment will not be implemented.

If you have any questions about this notice, please call 530-289-3295 between 8:00 a.m. and 5:00 p.m., Monday through Friday.

Dated: June 16, 2020

Clerk of the Board of Supervisors
County of Sierra

COUNTY SERVICE AREA 4
COUNTY OF SIERRA

RESOLUTION ESTABLISHING ANNUAL ASSESSMENT FEE FOR COUNTY SERVICE AREA 4 – ZONE 4B VERDI AND LONG VALLEY FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

RESOLUTION NO. 2020- CSA

WHEREAS, the Board of Supervisors of the County of Sierra acting as the governing authority of County Service Area 4 (the "Board") in its Resolution No. 2020-004 CSA proposed to charge an annual assessment to provide the revenues necessary to pay a share of the costs for a fire protection and emergency medical response services agreement between the County of Sierra, Sierra County Fire Protection District #1, and Truckee Meadows Fire Protection District as described in the Assessment Engineer's Report prepared by Bastian Engineering dated June 15, 2020, and called for a public hearing on the matter for August 4, 2020; and

WHEREAS, in accordance with Section 6(a)(2) of Article XIII D of the California Constitution and Section 53755 of the California Government Code, notice of the assessment and public hearing were mailed to each record owner of property with improved parcels within the CSA 4 - Zone 4B boundaries and as defined in County Service Area Board of Directors Resolution 2020-001, on June 16, 2020 which date is at least 45 days prior to the date of the public hearing; and

WHEREAS, on August 4, 2020, the Board conducted a public hearing and considered all protests against the proposed rates; and

WHEREAS, the Clerk of the Board of Supervisors has verified and counted the written protests submitted to this meeting, and the Board has determined that there is not a majority protest.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Sierra acting as the governing authority of County Service Area 4 as follows:

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Proposition 218 Protest Proceedings. The Board hereby certifies that the County Board of Supervisors acting as the governing authority of County Service Area 4 has complied with the provisions of Section 6 Article XIII D of the California Constitution and that less than a majority of the properties that are subject to the imposition of the annual assessment filed written protests against the imposition of said fees.

Section 3. Levy of Charges. The Board hereby approves and adopts, pursuant to California Government Code section 25215.2, the annual assessment as described on Exhibit A attached hereto, which will be collected on the Sierra County tax bill effective for the 2020/2021 Fiscal Year.

Section 4. CEQA Exemption. The Board hereby finds that the approval of the annual assessment is exempt from CEQA review, because, pursuant to CEQA guidelines section 15378, it is the creation of a government funding mechanism and, therefore, not a project. The Board authorizes the Clerk of the Board of Supervisors to file a notice of exemption to that effect.

Section 5. Effective Date. This resolution shall take effect from and after the date of its passage.

PASSED AND ADOPTED on August 4, 2020, by the following vote:

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

_____
Jim Beard, Chair
Board of Supervisors

ATTEST:

_____
Heather Foster, Clerk of the Board

APPROVED AS TO FORM:

_____
David Prentice, County Counsel

Exhibit A

The proposed annual assessment rates are as follows:

$156.52 per year for each Improved Parcel*

$0 per year for each Unimproved Parcel

* "Improved" per Sierra County Board of Supervisors' CSA Resolution 2020-001, means a residence authorized under a valid building permit issued by Sierra County; any retail or commercial use that is approved under an approved and valid building and zoning permit issued by Sierra County and any utility or industrial use authorized under an approved zoning and building permit issued by Sierra County.

RECEIVED
JUL 30 2020
By

Richard P. Jensen
P.O. Box 253
Verdi, Nevada 89439

July 25, 2020

Clerk of the Board of Supervisors
County of Sierra
P.O. Box D
Downieville, Ca 95936

Gentlemen:

Re. APN's: **023-150-021-000**
023-150-022-000

We wish to go on record commending the efforts by the Board of Supervisors in their efforts establishing a recognized Fire District for those property owners in Verdi, California.
However, We strongly appose the $156.52 per year per parcel proposed additional assessment. Simply put, those of us in Eastern Sierra County pay the same property tax assessment rate as every other parcel in the county without receiving any of the benefits as the rest of Sierra County. That being said, we feel that these funds should be allocated from our present yearly property tax assessment as is presently allocated by those parcels in the rest of the county.

Sincerely yours

Richard P. Jensen

Lori L. Jensen

Richard P. Jensen

Lori L. Jensen

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

MEETING DATE: August 4, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: County Service Area Board of Directors, CSA 4
APPROVING PARTY: Heather Foster, Clerk of the Board
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Resolution repealing a special tax in County Service Area 4 - Verdi Zone of Benefit imposed by Resolution 2006-063.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☒Resolution ☐Agreement ☐Other
See attached resolution

BACKGROUND INFORMATION:

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

IN THE MATTER OF REPEALING
A SPECIAL TAX FOR COUNTY SERVICE AREA 4 – VERDI ZONE OF BENEFIT

RESOLUTION NO. 2020- __

WHEREAS, the Board of Supervisors adopted Resolution 2006-063 establishing a special tax for County Service Area (CSA) 4 – Verdi Zone of Benefit for fire suppression, prevention, protection, emergency medical services and related emergency services to be assessed against each parcel of taxable real property within the Zone of Benefit; and

WHEREAS, on June 16, 2020, the Board of Supervisors, acting as the governing authority of the County Service Area Board of Directors "Board," adopted Resolution 2020-002 forming County Service Area 4, Zone 4B Verdi and Long Valley Fire Protection and Emergency Medical Services to provide an adequate and reliable level of emergency services to the Sierra County communities of Verdi and Long Valley; and

WHEREAS, on August 4, 2020, the Board held a public hearing, and thereafter adopted Resolution 2020-_____ establishing an annual assessment fee imposed upon improved parcels within CSA 4 – Zone 4B to provide the revenues necessary to pay a share of the costs for fire protection and emergency medical response services as between the County of Sierra, Sierra County Fire Protection District No. 1 and Truckee Meadows Fire Protection District; and

WHEREAS, upon the final approval of the formation of CSA 4 – Zone 4B and annual assessment fee, the Board's expressed intent was to dissolve CSA 4 – Verdi Zone of Benefit and repeal the existing associated special tax as imposed by Resolution 2006-063; and

WHEREAS, Resolution 2006-063 provides that the special tax imposed upon those parcels within CSA 4 – Verdi Zone shall continue until repealed by the Board of Supervisors or by the voters.

NOW, THEREFORE, BE IT RESOLVED by the Sierra County Board of Supervisors, pursuant to Resolution 2006-063, hereby repeals the special tax imposed on parcels within CSA 4 – Verdi Zone of Benefit, and directs staff to move forward with the process to dissolve CSA 4- Verdi Zone of Benefit according to the required procedures outlined in Sections 25217 and 25217.1 of the California Government Code.

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

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

MEETING DATE: August 4, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: Public Works (CSA-Sierra Brooks)
APPROVING PARTY: Tim H. Beals, Director
PHONE NUMBER: 530-289-3201

AGENDA ITEM: Contract Change Order 10 for County Agreement # 2019-002 dated July 23, 2019 with RDC Construction to extend date of completion for the Sierra Brooks Water Project to November 9, 2020, an 81 day time extension.

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

BACKGROUND INFORMATION: See attached email request for extension from RDC and critical path/timetable for completion as revised. USDA has been advised of the proposed amendment.

FUNDING SOURCE: USDA Grant/Loan and CSA
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

Miriam Dines

From: Tim Beals
Sent: Tuesday, July 28, 2020 11:14 AM
To: Miriam Dines
Subject: FW: Sierra Brooks Revised Schedule
Attachments: 19025 - Substantial Completion Schedule.pdf

This email and attachment also needs to go into background for the BOS item

---

From: Sam Melvin [mailto:smelvin@resourcedevelopmentco.com]
Sent: Tuesday, July 21, 2020 2:48 PM
To: Bryan Davey <bdavey@sierracounty.ca.gov>; Keith Knibb <keith@sauerseng.com>
Cc: Paul Orphan <porphan@resourcedevelopmentco.com>; William Sturcke <wsturcke@sierracounty.ca.gov>; Robert Moore <rmoore@sierracounty.ca.gov>; Alex Nevarez <anevarez@resourcedevelopmentco.com>
Subject: Sierra Brooks Revised Schedule

Hi Gentlemen,

Please see attached updated schedule for the Sierra Brooks Phase 2 Improvements project through final completion. As we're all aware, delays in the project related to rock excavation, well testing, service assemblies, and other items related to budgetary constraints has caused an approximate extension totaling 90 calendar days. However, if you refer to the attached revised schedule, we believe that we could have the project substantially complete by October 26th, 2020, with a final completion date of November 9th, 2020 with an understanding that further delays do not occur.

At this point, the only major item hanging out there is the new well pump and we hope to have the submittal by the end of this week and I currently have the well pump on the schedule as being installed on August 8th, 2020. Just so you're aware, that date does not yet take into account lead time on the pump and NorCal availability. I'll have a better understanding of the timeline of that portion of work once we receive an approved submittal.

With all of that being said, RDC respectfully requests a no cost change order to the contract to extend the schedule by 90 calendar days; with the understanding that if all goes according to plan we hope to be finally complete by the dates listed on the revised schedule. If you have any questions or concerns, please feel free to call me.

Thank you,

Sam Melvin

Resource Development Company
1050 Linda Way,
Sparks, NV, 89431
(775) 356-8004 (OFFICE)
(775) 842-9581 (CELL)

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 010

Date of Issuance: 08/04/2020		Effective Date: 08/04/2020	
Owner:	Sierra County Service Area 4A-5A	Owner's Contract No.:	CSA 2019-002
Contractor:	Farr Construction dba Resource Development Co.	Contractor's Project No.:	
Engineer:	Keith Knibb, Sauers Engineering	Engineer's Project No.:	
Project:	Sierra Brooks Water Systems Improvement - Phase II	Contract Name:	

The Contract is modified as follows upon execution of this Change Order:

Description: This is a no cost time extension request only. An eight one (81) day time extension is approved in accordance with attached time extension request and revised project schedule with a new project completion date of November 9th, 2020.

Attachments: *07/21/2020 Time Extension Request and New Project Schedule .*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 4,380,393.00	Original Contract Times: Substantial Completion: August 20, 2020 Ready for Final Payment: September 20, 2020 date
Decrease from previously approved Change Orders No. 1 to No. 9 : $(176,940.22)	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 9 : Substantial Completion: August 20, 2020 Ready for Final Payment: September 20, 2020 Date
Contract Price prior to this Change Order: $4,203,452.78	Contract Times prior to this Change Order: Substantial Completion: August 20, 2020 Ready for Final Payment: September 20, 2020 date
NO CHANGE IN PRICE of this Change Order: $0	Increase of **81 days** for this Change Order: Substantial Completion: **November 09, 2020** Ready for Final Payment: December 09, 2020 date
Contract Price incorporating this Change Order: **$4,203,452.78**	Contract Times with all approved Change Orders: Substantial Completion: **November 09, 2020** Ready for Final Payment: December 09, 2020 date

RECOMMENDED:	Ready for Final Payment:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer Keith Knibb	Owner Tim H. Beals	Contractor Jeff Farr
Title: Project Engineer	Title Director of Transportation	Title President
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

Bryan Davey

From: Sam Melvin <smelvin@resourcedevelopmentco.com>
Sent: Tuesday, July 21, 2020 2:48 PM
To: Bryan Davey; Keith Knibb
Cc: Paul Orphan; William Sturcke; Robert Moore; Alex Nevarez
Subject: Sierra Brooks Revised Schedule
Attachments: 19025 - Substantial Completion Schedule.pdf

Hi Gentlemen,

Please see attached updated schedule for the Sierra Brooks Phase 2 Improvements project through final completion. As we're all aware, delays in the project related to rock excavation, well testing, service assemblies, and other items related to budgetary constraints has caused an approximate extension totaling 90 calendar days. However, if you refer to the attached revised schedule, we believe that we could have the project substantially complete by October 26th, 2020, with a final completion date of November 9th, 2020 with an understanding that further delays do not occur.

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Thank you,

Sam Melvin

Resource Development Company
1050 Linda Way,
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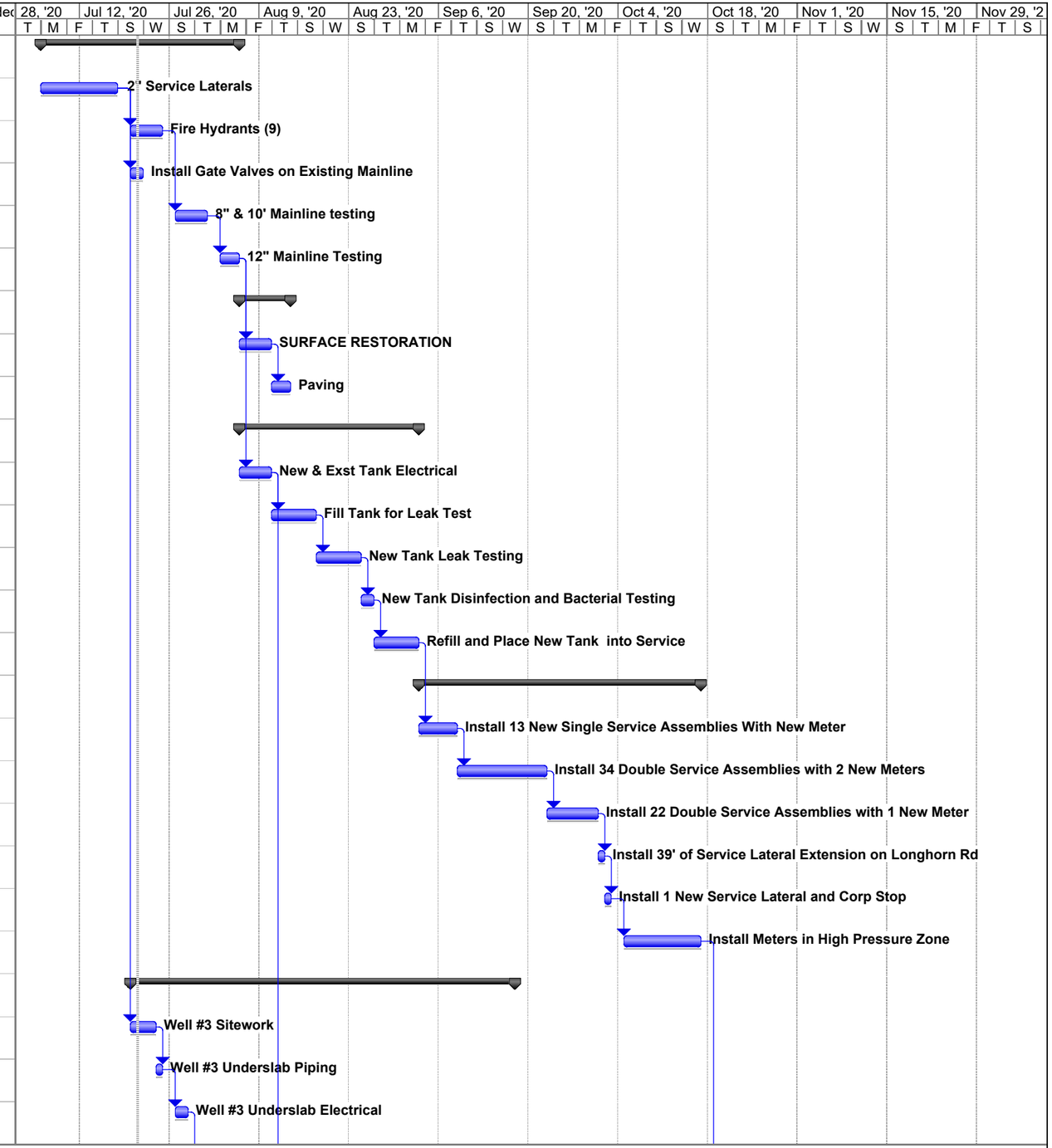
(775) 356-8004 (OFFICE)
(775) 842-9581 (CELL)

ID	Task Name	Duration	Start	Finish	Predec
1	**UNDERGROUND MECHANICAL PIPING**	**23 days**	**Mon 7/6/20**	**Wed 8/5/20**	
2	2" Service Laterals	10 days	Mon 7/6/20	Fri 7/17/20	
3	Fire Hydrants (9)	5 days	Mon 7/20/20	Fri 7/24/20	2
4	Install Gate Valves on Existing Mainline	2 days	Mon 7/20/20	Tue 7/21/20	2
5	8" & 10' Mainline testing	5 days	Mon 7/27/20	Fri 7/31/20	3
6	12" Mainline Testing	3 days	Mon 8/3/20	Wed 8/5/20	5
7	**SURFACE RESTORATION**	**6 days**	**Thu 8/6/20**	**Thu 8/13/20**	
8	Surface Restoration	3 days	Thu 8/6/20	Mon 8/10/20	6
9	Paving	3 days	Tue 8/11/20	Thu 8/13/20	8
10	**NEW TANK**	**20 days**	**Thu 8/6/20**	**Wed 9/2/20**	
11	New & Exst Tank Electrical	3 days	Thu 8/6/20	Mon 8/10/20	6
12	Fill Tank for Leak Test	5 days	Tue 8/11/20	Mon 8/17/20	11
13	New Tank Leak Testing	5 days	Tue 8/18/20	Mon 8/24/20	12
14	New Tank Disinfection and Bacterial Testing	2 days	Tue 8/25/20	Wed 8/26/20	13
15	Refill and Place New Tank into Service	5 days	Thu 8/27/20	Wed 9/2/20	14
16	**HIGH PRESSURE SERVICE ASSEMBLIES & METERS**	**32 days**	**Thu 9/3/20**	**Fri 10/16/20**	
17	Install 13 New Single Service Assemblies With New Meter	4 days	Thu 9/3/20	Tue 9/8/20	15
18	Install 34 Double Service Assemblies with 2 New Meters	10 days	Wed 9/9/20	Tue 9/22/20	17
19	Install 22 Double Service Assemblies with 1 New Meter	6 days	Wed 9/23/20	Wed 9/30/20	18
20	Install 39' of Service Lateral Extension on Longhorn Rd	1 day	Thu 10/1/20	Thu 10/1/20	19
21	Install 1 New Service Lateral and Corp Stop	1 day	Fri 10/2/20	Fri 10/2/20	20
22	Install Meters in High Pressure Zone	10 days	Mon 10/5/20	Fri 10/16/20	21
23	**WELL #3**	**44 days**	**Mon 7/20/20**	**Thu 9/17/20**	
24	Well #3 Sitework	4 days	Mon 7/20/20	Thu 7/23/20	2
25	Well #3 Underslab Piping	1 day	Fri 7/24/20	Fri 7/24/20	24
26	Well #3 Underslab Electrical	2 days	Mon 7/27/20	Tue 7/28/20	25



Project: 19025 - Substantial Completic
Date: Tue 7/21/20

Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone

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27	FPS Concrete Slab	5 days	Wed 7/29/20	Tue 8/4/20	26
28	Install Well Pump	5 days	Wed 8/5/20	Tue 8/11/20	27
29	Well #3 Framing & Sheathing	4 days	Wed 8/12/20	Mon 8/17/20	28
30	Well #3 Trusses and Roofing	4 days	Tue 8/18/20	Fri 8/21/20	29
31	Well #3 Interior Mechanical	3 days	Mon 8/24/20	Wed 8/26/20	30
32	Paint Well #3	2 days	Thu 8/27/20	Fri 8/28/20	31
33	Well #3 Rough-In Electrical	5 days	Mon 8/31/20	Fri 9/4/20	32
34	Well #3 Panels, Transformer, Lighting	5 days	Mon 9/7/20	Fri 9/11/20	33
35	Install Well #3 Generator	1 day	Mon 9/14/20	Mon 9/14/20	34
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37	**BOOSTER PUMP STATION**	**35 days**	**Wed 8/5/20**	**Tue 9/22/20**	
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39	Booster Pump Station Interior Electrical Wiring and Terminations	3 days	Fri 9/18/20	Tue 9/22/20	36
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41	**EXISTING WELL BUILDINGS**	**4 days**	**Tue 8/11/20**	**Fri 8/14/20**	
42	Existing Well Bldgs Electrical	4 days	Tue 8/11/20	Fri 8/14/20	11
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44	Telemetry Work at All Sites	10 days	Wed 9/23/20	Tue 10/6/20	39
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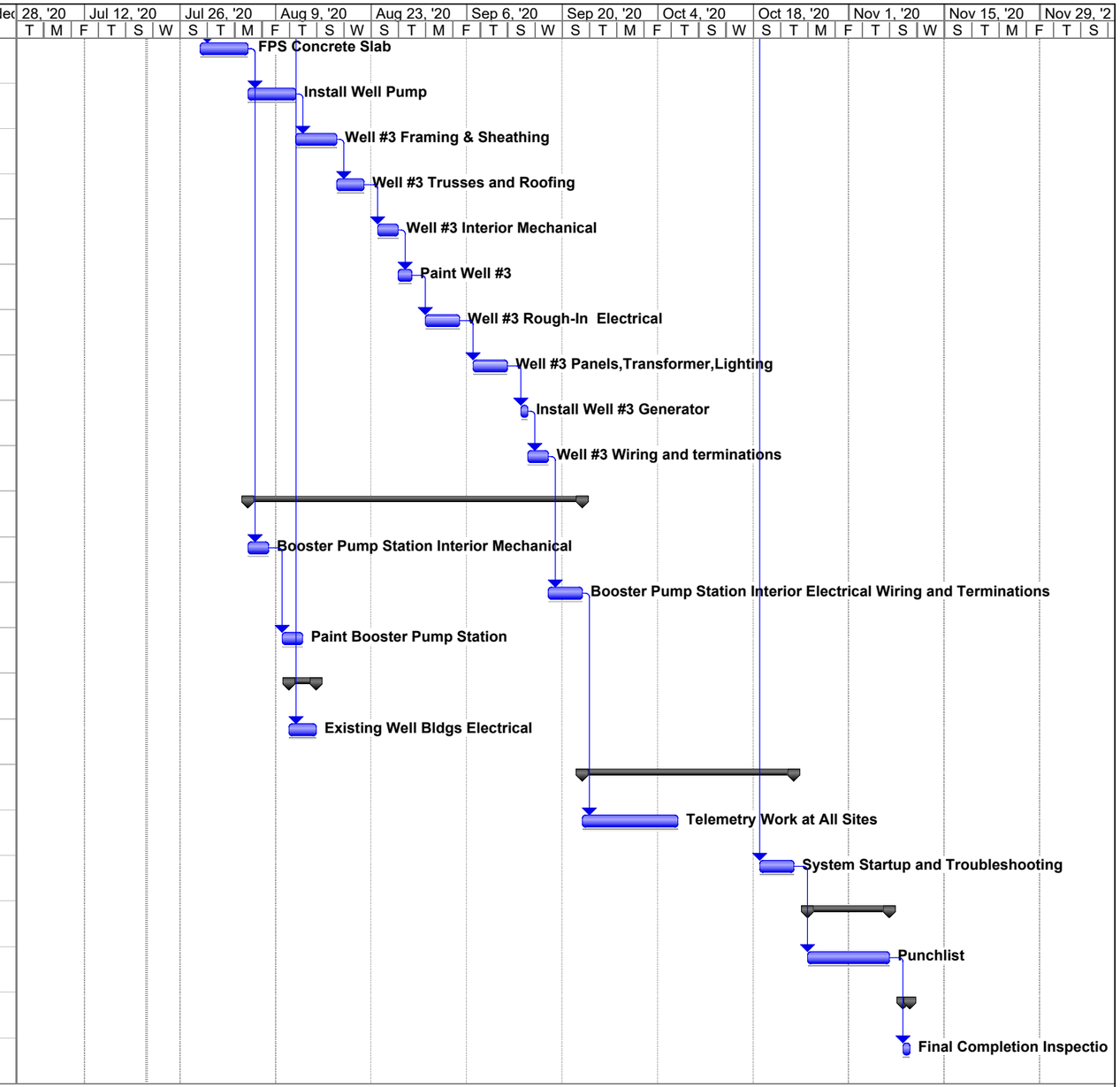
46	**SUBSTANTIAL COMPLETION**	**10 days**	**Mon 10/26/20**	**Fri 11/6/20**	
47	Punchlist	10 days	Mon 10/26/20	Fri 11/6/20	45
48	**Final Completion**	**1 day**	**Mon 11/9/20**	**Mon 11/9/20**	
49	Final Completion Inspection	1 day	Mon 11/9/20	Mon 11/9/20	47



Project: 19025 - Substantial Completic
Date: Tue 7/21/20

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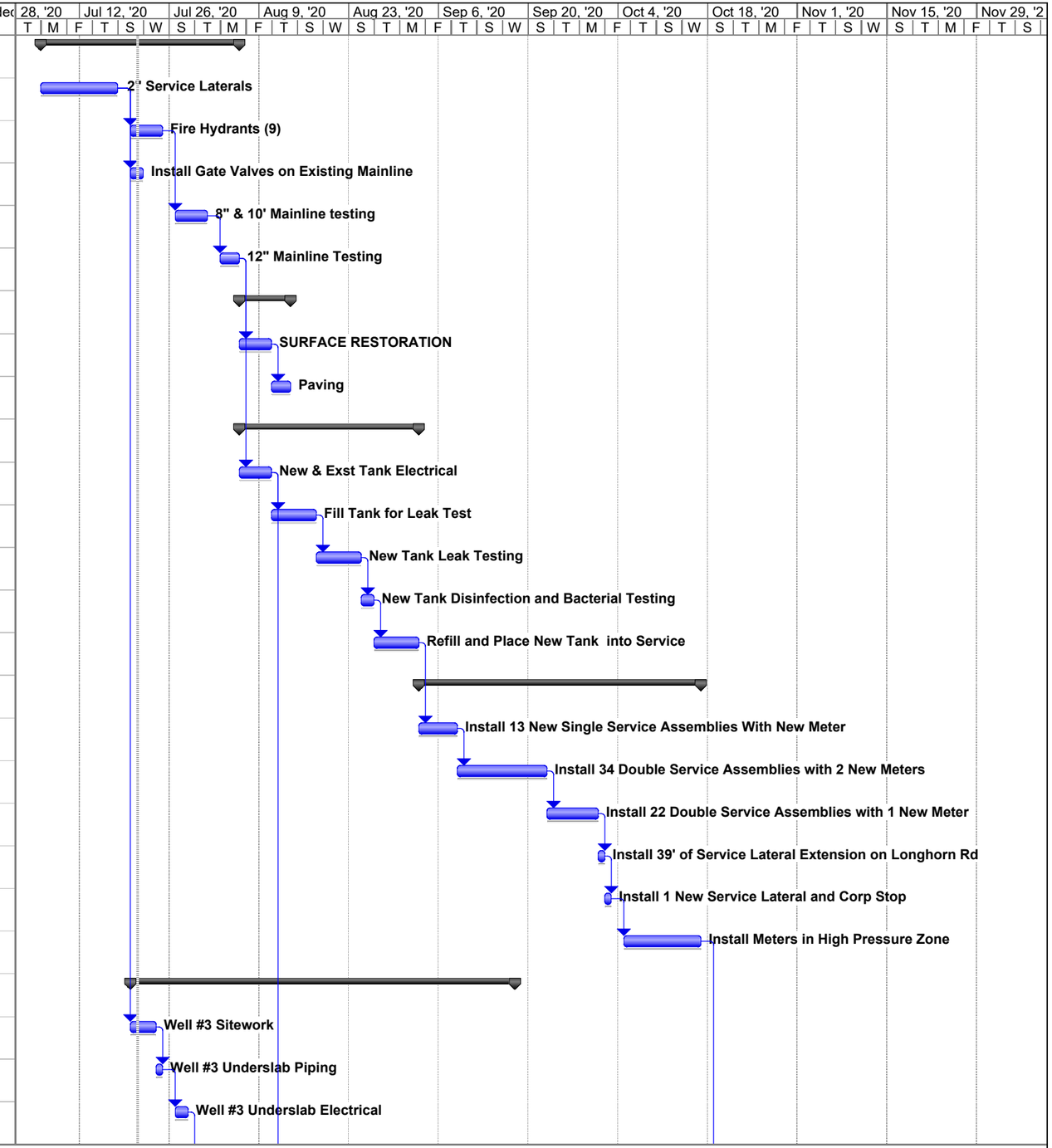

Project: 19025 - Substantial Completic
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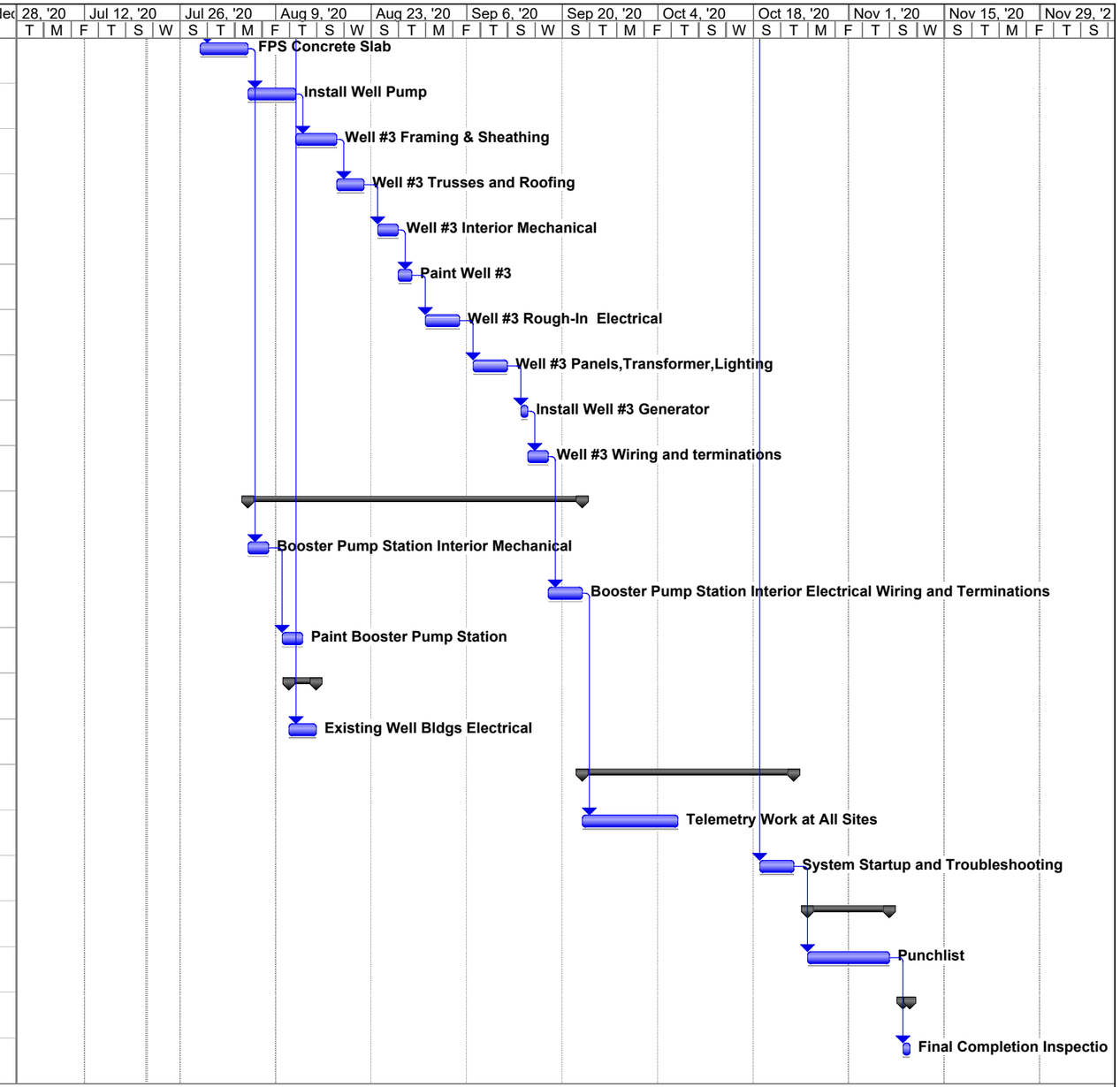


Project: 19025 - Substantial Completic
Date: Tue 7/21/20

Task | Split | Progress | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline

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

MEETING DATE: August 4, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Sierra County Sheriff's Office
APPROVING PARTY: Sheriff Mike Fisher
PHONE NUMBER: (530) 289-3700

AGENDA ITEM: Resolution approving agreement for jail services between Nevada County and Sierra County for the booking and housing of inmates. (SHERIFF)

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

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: CCP
AMOUNT: $60,000 Quarterly

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 APPROVING AGREEMENT WITH NEVADA COUNTY FOR HOUSING SIERRA COUNTY INMATES

Resolution 2020-

WHEREAS, the Sierra County Sheriff's Office desires to enter into a contractual agreement with the Nevada County Sheriff's Office for the provision of booking and jail services at the Jail facilities operated by the Nevada County Sheriff's Office in Truckee and Nevada City, California.

WHEREAS, the Nevada County Sheriff, for compensation, agrees to provide personnel and facilities for booking and housing of Sierra County inmates, who are arrested by deputies of the Sierra County Sheriff's Office.

WHEREAS, in consideration of the Sheriff of Nevada County and the County of Nevada's willingness to assist the County of Sierra and the Sheriff of Sierra County by providing booking and jail services as set forth herein, the Sheriff of Sierra County acknowledges and agrees that in providing such service, the Sheriff of Nevada County will be responsible for the keeping of Sierra County inmates on behalf of Sierra County Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors does hereby approve the Agreement between Sierra County Sheriff's Office and the Nevada County Sheriff's Office and the Sierra County Board of Supervisors authorizes Mike Fisher, Sheriff-Coroner, to sign the Agreement.

ADOPTED by the Board of Supervisors of the County of Sierra on the 4th day of August, 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

_____
JIM BEARD, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK TO THE BOARD

APPROVED AS TO FORM:

_____
DAVID PRENTICE
COUNTY COUNSEL

AGREEMENT FOR BOOKING AND JAIL SERVICES

BETWEEN NEVADA COUNTY AND SIERRA COUNTY

WHEREAS, the Sierra County Sheriff's Office desires to enter into a contractual agreement with the Nevada County Sheriff's Office for the provision of booking and jail services at the Jail facilities operated by the Nevada County Sheriff's Office in Truckee and Nevada City, California.

WHEREAS, the Nevada County Sheriff, for compensation, agrees to provide personnel and facilities for booking and housing of Sierra County inmates, who are arrested by deputies of the Sierra County Sheriff's Office.

WHEREAS, in consideration of the Sheriff of Nevada County and the County of Nevada's willingness to assist the County of Sierra and the Sheriff of Sierra County by providing booking and jail services as set forth herein, the Sheriff of Sierra County acknowledges and agrees that in providing such service, the Sheriff of Nevada County will be responsible for the keeping of Sierra County inmates on behalf of Sierra County Sheriff's Office.

NOW THEREFORE BE IT RESOLVED BY AND BETWEEN THE PARTIES that in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

1. Nevada County Sheriff Services

The Sheriff of Nevada County (Nevada Sheriff) and the County of Nevada agree that custody services may be provided to the Sheriff of Sierra County (Sierra Sheriff) as described herein. The services shall encompass the booking and the housing of arrested persons prior to their initial appearance (arraignment) in the court of jurisdiction located in Sierra County, and continued housing for any subsequent hearings and sentences. Nevada Sheriff will not accept any Sierra County inmate sentenced to less than 24 hours. Sierra Sheriff agrees to book and release those individuals from their jail. Sierra Sheriff shall obtain all medical clearances prior to booking their arrestees. Nevada Sheriff reserves the right to reject any inmate it deems not medically cleared.

Nevada Sheriff agrees to provide full booking services to Sierra County arrestees. Booking services shall include a check for holds, warrants and detainers at the reception and release from the jail. Nevada Sheriff will photograph each arrestee and provide a copy of the photograph to Sierra Sheriff via email. Nevada Sheriff agrees to provide Sierra Sheriff access to all files maintained for Sierra County arrestees and to provide a copy of such files upon request.

Nevada Sheriff shall provide custody and care pursuant to Minimum Standards for Local Detention Facilities set forth in California Code of Regulations Title 15, and 24 and in accordance with all applicable Federal, State and local laws, regulations and directives for each Sierra Sheriff arrestee transported to Nevada Sheriff for booking under this agreement. Nevada Sheriff shall provide routine medical care inside the facilities in accordance with Title 15 requirements. Any outside medical services shall be paid for by Sierra Sheriff.

Nevada Sheriff will not be responsible for transportation of any Sierra Sheriff inmate with the exception of emergency medical treatment. Should the Sierra Sheriff inmate be medically cleared to

return to the Nevada County Jail, whichever agency is guarding the inmate at that time shall be responsible for the transport.

2. Term and Termination

This Agreement shall be effective as of the date of signing and shall have a term of approximately three years ending on June 30, 2023. The agreement shall allow for two (2) additional one-year renewals based on mutual written agreement. Either party shall have the right to terminate this Agreement without cause by giving the other party ninety (90) day's advance written notice of the same.

3. Level of Service and Staffing

The Nevada Sheriff shall have the sole responsibility for the staffing and level of service of the Nevada Sheriff County Jails as set by the Nevada Sheriff's staffing policies.

4. Supervision and Control of Correctional Personnel

The Nevada Sheriff shall select personnel that will be assigned to perform correctional duties under this Agreement and supervise, train and discipline such personnel. Any Nevada Sheriff employee providing services under this Agreement shall have no authority, express or implied, to act on behalf of Sierra County, except as provided for under California Penal Code sections 4008, 4011, 4011.5, 4011.6, and 853.6 and Sierra County shall have no right to control the means by which the services are provided.

5. Services to be Provided

The Nevada Sheriff agrees to accept from the Sierra Sheriff inmates that have been arrested within the jurisdiction of the County of Sierra with the exception of those prisoners excluded by Section 10 of this MOU. The Agreement of accepting the inmates shall be operational for 24 hours per day, seven days per week.

6. Indemnification

Each party shall indemnify, defend and hold harmless the other party and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission, except such loss or damage which was caused by the sole negligence or willful misconduct of the indemnifying party or its officers, officials, employees, agents and volunteers.

7. Insurance

Sierra County understands and agrees to the following: Nevada County in accordance with Government Code section 990 and Labor Code Section 3700, has elected to self-insure general, auto, cyber and medical malpractice liability, also participate in risk pooling for workers compensation liability. Under these forms of insurance, the Nevada County covers tort and workers' compensation liability arising out of official Nevada County business and for work performed in this agreement. Nevada County agrees to require each transferee,

subcontractor and assignee to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder. Coverage shall be at least as broad as Insurance Services Office Form CG 00 01 covering commercial general liability with limit no less than $1,000,000, Insurance Services Office Form Number CA 0001 with limit no less than $1,000,000, worker's compensation with limit no less than $1,000,000, and professional liability (Errors and Omissions) insurance with limit no less than $1,000,000.

Nevada County understands and agrees to the following: Sierra County in accordance with Government Code section 990 and Labor Code Section 3700 has elected to self-insure general, auto, workers' compensation, cyber, and medical malpractice liability. Under these forms of insurance, Sierra County covers tort and workers' compensation liability arising out of official Sierra County business and for work performed in connection to this agreement. All claims against Sierra County based on tort liability should be presented as a government claim to the Clerk of the Board.

8. <u>No Obligations to Third Party</u>

Nothing in this Agreement or any of the addenda hereto, is intended to, nor shall it create any right in any person, firm, corporation or entity, other than in the parties hereto, including but not limited to the employees of the parties, to any of the benefits hereunder. Nothing herein is intended to expand the duties and/or obligations of the County of Sierra and/or the County of Nevada with regard to any third parties.

9. <u>Medical Issues</u>

Nevada Sheriff agrees to provide all required routine and emergency medical care provided to Sierra inmates in the same manner as is provided to Nevada County arrestees and inmates inside the Jail. Any medical condition that requires immediate outside medical treatment prior to the arrestee being housed in the Nevada County Sheriff's custody shall be borne by the Sierra Sheriff.

Any person arrested that is deemed to have a serious medical condition, shall be transported immediately for medical clearance to the nearest medical facility prior to booking. Nevada Sheriff shall have sole discretion to refuse bookings based on medical or mental health conditions.

Outside Medical Care

a) Sierra Sheriff shall be responsible for payment of any outside medical care for Sierra inmates. Nevada Sheriff shall be responsible for the forwarding of received medical billings for Sierra inmates.
b) "Outside Medical Care" is defined as the hospitalization or referral of an inmate to a hospital or medical provider for services not provided by Nevada County inside the Jail.
c) Nevada Sheriff shall be deemed to be the receiver of medical information pursuant to the Health insurance Portability and Accountability Act of 1996.
d) The Sierra Sheriff shall be responsible for seeking court orders from the Sierra Court pursuant to California Penal Code sections 4011, 4011.5 and 4011.6 regarding inmate hospitalizations.

e) Sierra Sheriff shall provide a guard at the hospital after 4 hours. Nevada Sheriff shall retain the right to assign staff as available. One hospital day shall be defined as 24 hours starting upon the inmate's departure from the jail.
f) Sierra Sheriff shall be responsible for complying with all Sierra County Court orders regarding 1368 and 1370 inmates and shall provide required paperwork to the Department of State Hospitals. Sierra Sheriff shall be responsible for transportation of Sierra inmates to and from State Hospitals.

10. <u>Arrestees Excluded from Booking</u>

No person under the age of 18 years shall be housed in the Nevada County Sheriff's facilities unless otherwise provided in this agreement.

Persons taken into custody under Section 5150 of the Health and Safety Code shall not be housed in the Nevada County Sheriff's Jail Facilities

Persons needing immediate medical treatment shall not be housed.

Nevada Sheriff may reject any inmate it deems unsuitable for housing in Nevada County Jail facilities for any reason.

No civil commitment inmates will be accepted or housed at any Nevada County Jail Facility.

Sierra Sheriff inmates will not be allowed to partake in the Nevada Sheriff Alternative Sentencing Program.

11. <u>Modification</u>

This Agreement may only be modified or amended by written agreement executed by all parties to the agreement.

12. <u>Notices</u>

Notices shall be in writing and deemed given when personally delivered or when deposited in the United States mail, first class postage prepaid, return receipt requested, addressed to the person to whom notice is given at the addresses set forth below or at any other address designated by notice by a party:

If to Nevada County:

Nevada County Sheriff
950 Maidu Avenue
Nevada City, CA 95959

If to Sierra County:

Sierra County Sheriff
100 Courthouse Square
Downieville, CA 95936

13. Records

Nevada Sheriff shall maintain at all times complete detailed records with regard to work performed under this Agreement in a form acceptable to Sierra Sheriff, and Sierra Sheriff shall have the right to inspect such records at any reasonable time and to obtain copies of records of Sierra County arrestees upon request. Such records shall demonstrate compliance with all provisions of Title 15 of the California Code of Regulations.

14. Court Order

Sierra Sheriff shall seek a written court order from the Judge of the Sierra Superior Court to designate the Nevada County Sheriff's Jail for the confinement of Sierra County inmates pursuant to California Penal Code section 4007. Sierra Sheriff shall provide a copy of the official order to the Nevada Sheriff.

15. Programs

Sierra County inmates shall be allowed to participate in programs offered inside the Nevada County Jail pursuant to the requirements set by the Nevada Sheriff.

16. Release

The Nevada Sheriff shall not be restricted in releasing Sierra Sheriff inmates pursuant to the capacity release policies set by the Nevada Sheriff.

Upon release due to capacity, own recognizance, completion of sentence, or court order, Sierra County shall provide transport for the released inmate to Sierra County unless the inmate is to be released to another agency. Sierra Sheriff inmates shall not be released in Nevada County unless the inmate has arranged self-transportation or is a Nevada County resident.

17. Transport

Sierra Sheriff agrees to be responsible for the transportation of Sierra inmates to and from Sierra Court. Nevada Sheriff agrees to allow Sierra County inmates to conduct video arraignments from within the Jail. No other video court proceedings will be allowed unless agreed upon by Nevada Sheriff.

a) Nevada Sheriff may transport Sierra inmates to state prison located in Tracy if Nevada Sheriff is already scheduled for a transport. Otherwise, Sierra Sheriff shall be responsible for all transports to and from prison.
b) Sierra Sheriff will be responsible for any pick up or drop off of any Sierra inmate to any other jurisdiction due to a warrant status.

18. Commitment to Mental Health Facility

Sierra Sheriff agrees to transport any Sierra County inmate who requires commitment to a mental health facility if required under sections 1370 or 5150 of the Welfare and Institutions code as provided for by the Sierra County Mental Health Department or by County of Nevada Behavioral Health Department.

19. Work Program

Nevada Sheriff does not offer a work program.

20. Reimbursement

Sierra Sheriff agrees to reimburse Nevada Sheriff for the housing of inmates at the daily rate of $136 per day. The daily rate begins once an inmate has completed the pre-booking process and has been accepted into custody. The daily rate is defined as any portion of a day while the inmate is in the custody of the Nevada Sheriff. Daily rate does not include outside medical costs per paragraph 9.

Sierra Sheriff shall be responsible for the costs incurred for the contracting back to the California Department of Corrections and Rehabilitation for the housing of any Sierra County inmate who are unable to be housed in the Nevada County Sheriff's Jail.

Nevada Sheriff agrees to invoice Sierra Sheriff quarterly. Sierra Sheriff agrees to provide payment within 30 days from receipt of invoice.

21. Dispute Resolution

Sierra Sheriff and Nevada Sheriff shall attempt in good faith to resolve any dispute informally. The Sierra Sheriff and the Nevada Sheriff shall meet to discuss the matter and any actions necessary to resolve the dispute or any potential claims.

If the dispute cannot be resolved to the satisfaction of the Sierra Sheriff or the Nevada Sheriff, the objecting party may pursue any available legal remedies. Pending a final decision of the dispute, both parties shall perform their obligations under this Agreement in good faith.

22. Past Agreements

This Agreement supersedes all previous agreements that concern the housing in inmates between Nevada and Sierra Counties.

23. **Severability**

If any portion of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall be enforced.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated.

COUNTY OF NEVADA

Dated: _____

By: _____
Shannan Moon, Sheriff – Coroner

Dated: _____

By: _____
Heidi Hall, Chair
Board of Supervisors

ATTEST:

_____
Julie Patterson– Hunter
Clerk of the Board of Supervisors

Approved as to form:

_____
Kit Elliot, County Counsel

COUNTY OF SIERRA

Dated: _____

By: _____
Michael Fisher, Sheriff – Coroner

Dated: _____

By: _____
Jim Beard, Chair
Board of Supervisors

ATTEST:

_____
Heather Foster
Clerk of the Board of Supervisors

Approved as to form:

_____
David Prentice – County Counsel

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

MEETING DATE: August 4, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: District Attorney
APPROVING PARTY: Sandra A. Groven
PHONE NUMBER: 530.289.3269

AGENDA ITEM: Approval of California Office of Emergency Services (CalOES) 2020/21 Victim/Witness Grant.

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

BACKGROUND INFORMATION: Application for Annual Grant

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

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

IN THE MATTER OF AUTHORIZING THE COUNTY DISTRICT ATTORNEY TO HAVE SIGNING AUTHORITY FOR THE SIERRA COUNTY VICTIM/WITNESS ASSISTANCE PROGRAM GRANT

RESOLUTION 2020-____

THE BOARD OF SUPERVISORS OF THE COUNTY OF SIERRA HERBY RESOLVES AS FOLLOWS:

WHEREAS, the Board of Supervisors has contracted with California Office of Emergency Services to provide victim services through the Sierra County Victim/ Witness Assistance Program.

WHEREAS, from time to time documents will need to be signed promptly, and,

WHEREAS, the District Attorney's Office will be administering the daily interface with the respective agencies;

NOW, THEREFORE, BE IT RESOLVED that the Sierra County Board of Supervisors, County of Sierra, State of California does: authorize the District Attorney to act as Authorizing Officer to sign the necessary documents, which include amendments and extensions to maintain the Sierra County Victim/Witness Assistance Program.

ADOPTED by the Board of Supervisors of the County of Sierra on the day of

, 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

_____

JIM BEARD, CHAIRMAN
BOARD OF SUPERVISORS

APPROVED AS TO FORM:

ATTEST:

_____

HEATHER FOSTER
CLERK TO THE BOARD

_____

DAVID PRENTICE
COUNTY COUNSEL

(Cal OES Use Only)

Cal OES #		FIPS #		VS#		Subaward #	

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. Subrecipient: County of Sierra **1a. DUNS#:** 040482804

2. Implementing Agency: Sierra County District Attorney/Public Administrator **2a. DUNS#:** 040482804

3. Implementing Agency Address: PO Box 457 (Street) Downieville (City) 95936-0457 (Zip+4)

4. Location of Project: 100 Courthouse Square (City) Sierra (County) 95936-0457 (Zip+4)

5. Disaster/Program Title: Victim/Witness Assistance (VW) Program **6. Performance Period:** 10/1/2020 (Start Date) to 9/30/2021 (End Date)

7. Indirect Cost Rate: N/A **Federally Approved ICR** (if applicable): _____ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2019	VOCA		$136,720					$136,720
9.	2020	VWA0	$15,653						$15,653
10.	Select	Select							
11.	Select	Select							
12.	Select	Select							
Total	Project	Cost	$15,653	$136,720	$152,373				$152,373

13. Certification - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. CA Public Records Act - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. Official Authorized to Sign for Subrecipient:

Name: Sandra A. Groven Title: District Attorney

Payment Mailing Address: PO Box 457 City: Downieville Zip Code+4: 95936-0457

Signature: _____ Date: 6-3-2020

16.Federal Employer ID Number: 946000536

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

(Cal OES Fiscal Officer) **(Date)** **(Cal OES Director or Designee)** **(Date)**

PROJECT CONTACT INFORMATION

Subrecipient: County of Sierra Subaward #: VW20 26 0460

Provide the name, title, address, telephone number, and e-mail address for the project contacts named below.

1. The **Project Director** for the project:
   Name: Sandra A. Groven Title: District Attorney/Public Administrator
   Telephone #: 530.289.3269 Email Address: sgroven@sierracounty.ca.gov
   Address/City/Zip + 4: 100 Courthouse Square/PO Box 457, Downieville, CA 95936-0457

2. The **Financial Officer** for the project:
   Name: Van Maddox Title: Auditor
   Telephone #: 530.289.3286 Email Address: auditor@sierracounty.ca.gov
   Address/City/Zip + 4: 100 Courthouse Square/PO Box 376, Downieville, CA 95936-0376

3. The **person** having **Routine Programmatic** responsibility for the project:
   Name: Sandy Marshall Title: VW Coordinator III
   Telephone #: 530.289.3269 Email Address: smarshall@sierracounty.ca.gov
   Address/City/Zip + 4: 100 Courthouse Square/PO Box 457, Downieville, CA 95936-0457

4. The **person** having **Routine Fiscal** responsibility for the project:
   Name: Tom Palmeri Title: Chief Deputy Auditor
   Telephone #: 530.289.3273 Email Address: tpalmeri@sierracounty.ca.gov
   Address/City/Zip + 4: 100 Courthouse Square/PO Box 425, Downieville, CA 95936-0425

5. The **Executive Director** of a Community Based Organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:
   Name: Sandra A. Groven Title: District Attorney/Public Administrator
   Telephone #: 530.289.3269 Email Address: sgroven@sierracounty.ca.gov
   Address/City/Zip + 4: 100 Courthouse Square/PO Box 457, Downieville, CA 95936-0457

6. The **Official Designated** by the Governing Board to enter into the Grant Subaward for the City/County or Community-Based Organization, as stated in Section 15 of the Grant Subaward Face Sheet:
   Name: Sandra A. Groven Title: District Attorney/Public Administrator
   Telephone #: 530.289.3269 Email Address: sgroven@sierracounty.ca.gov
   Address/City/Zip + 4: 100 Courthouse Square/PO Box 457, Downieville, CA 95936-0457

7. The **Chair** of the **Governing Body** of the Subrecipient:
   Name: Jim Beard Title: Chair, District 4 , Board of Supervisors
   Telephone #: 530.289.3295 Email Address: jbeard@sierracounty.ca.gov
   Address/City/Zip + 4: 100 Courthouse Square/PO Box D, Downieville, CA 95936-9998

SIGNATURE AUTHORIZATION

Subaward #: VW20 26 0460

Subrecipient: County of Sierra

Implementing Agency: District Attorney

*The **Project Director** and **Financial Officer** are ***REQUIRED*** to sign this form.

***Project Director:** Sandra A. Groven

Signature: [signature]

Date: 6-3-2020

***Financial Officer:** Van Maddox

Signature: [signature]

Date: 7-7-20

The following persons are authorized to sign for the **Project Director**

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

The following persons are authorized to sign for the **Financial Officer**

[signature]

Signature

Tom Palmeri

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

CERTIFICATION OF ASSURANCE OF COMPLIANCE
Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program

The Applicant must complete a Certification of Assurance of Compliance-VOCA (Cal OES 2-104f), which includes details regarding federal grant funds, the Equal Employment Opportunity, Drug Free Workplace Compliance, California Environmental Quality Act, Lobbying, Debarment and Suspension requirements, Proof of Authority from City Council/Governing Board, Civil Rights Compliance, and the special conditions for Subaward with the above mentioned fund. The Applicant is required to submit the necessary assurances and documentation before finalization of the Grant Subaward. In signing the Grant Subaward Face Sheet, the Applicant formally notifies Cal OES that the Applicant will comply with all pertinent requirements.

Resolutions are no longer required as submission documents. Cal OES has incorporated the resolution into the Certification of Assurance of Compliance, Section VII, entitled, "Proof of Authority from City Council/Governing Board." The Applicant is required to obtain written authorization (original signature) from the City Council/Governing board that the official executing the Grant Subaward is, in fact, authorized to do so, and will maintain said written authorization on file and readily available upon demand. This requirement does not apply to state agencies.

CERTIFICATION OF ASSURANCE OF COMPLIANCE
Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program

I, Sandra A. Groven hereby certify that
(official authorized to sign; same person as Section 15 on Grant Subaward Face Sheet)

Subrecipient: County of Sierra
Implementing Agency: Sierra County District Attorney/Public Administrator
Project Title: Victim/Witness Assistance Program

is responsible for reviewing the *Subrecipient Handbook* and adhering to all of the Grant Subaward requirements (state and/or federal) as directed by Cal OES including, but not limited to, the following areas:

I. Federal Grant Funds

Subrecipients expending $750,000 or more in federal grant funds annually are required to secure an audit pursuant to Office of Management & Budget (OMB) Uniform Guidance 2 Code of Federal Regulations (CFR) Part 200, Subpart F and are allowed to utilize federal grant funds to budget for the audit costs. See Section 8000 of the *Subrecipient Handbook* for more detail.

- [x] The above named Subrecipient receives $750,000 or more in federal grant funds annually.
- [ ] The above named Subrecipient does not receive $750,000 or more in federal grant funds annually.

II. Equal Employment Opportunity – (*Subrecipient Handbook* Section 2151)

It is the public policy of the State of California to promote equal employment opportunity (EEO) by prohibiting discrimination or harassment in employment because of race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age, sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by state or federal law. **Cal OES-funded projects certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination and civil rights.**
Please provide the following information:

Equal Employment Opportunity Officer: Van Maddox
Title: Auditor
Address: PO Box 376, Downieville, CA 95936-0376
Phone: 530.289.3286
Email: auditor@sierracounty.ca.gov

III. Drug-Free Workplace Act of 1990 – *(Subrecipient Handbook,* Section 2152*)*

The State of California requires that every person or organization subawarded a grant or contract shall certify it will provide a drug-free workplace.

IV. California Environmental Quality Act (CEQA) – *(Subrecipient Handbook,* Section 2153*)*

The California Environmental Quality Act (CEQA) (*Public Resources Code,* Section 21000 et seq.) requires all Cal OES-funded projects to certify compliance with CEQA. Projects receiving funding must coordinate with their city or county planning agency to ensure that the project is compliance with CEQA requirements.

V. Lobbying – (Subrecipient Handbook Section 2154)

Cal OES grant funds, grant property, or grant-funded positions shall not be used for any lobbying activities, including, but not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

VI. Debarment and Suspension – (*Subrecipient Handbook* Section 2155)

(This applies to federally-funded grants only.)

Cal OES-funded projects must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department of agency.

VII. Proof of Authority from City Council/Governing Board – (*Subrecipient Handbook* Section 1350)

The above-named organization (Applicant) accepts responsibility for and must comply with the requirement to obtain a signed resolution from the City Council/Governing Board in support of this Program. The Applicant must provide all matching funds required for said project (including any amendment thereof) under the Program and the funding terms and conditions of Cal OES, and that any cash match will be appropriated as required. It is agreed that any liability arising out of the performance of this Grant Subaward, including civil court actions for damages, shall be the responsibility of the grant Subrecipient and the authorizing agency. The State of California and Cal OES disclaim responsibility of any such liability. Furthermore, it is also agreed that grant funds received from Cal OES shall not be used to supplant expenditures controlled by the City Council/Governing Board.

The Applicant is required to obtain written authorization from the City Council/Governing Board that the official executing this Grant Subaward is, in fact, authorized to do so. The Applicant is also required to maintain said written authorization on file and readily available upon demand.

VIII. Civil Rights Compliance

The Subrecipient complies with all laws that prohibit excluding, denying or discriminating against any person based on actual or perceived race, color, national origin, disability, religion, age, sex, gender identity, and sexual orientation in both the delivery of services and employment practices and does not use federal financial assistance to engage in explicitly religious activities.

IX. Special Condition for Grant Subaward with Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program Funds

1. Applicability of Part 200 Uniform Requirements

The Subrecipient must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and Subawards ("Subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the Subrecipient must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the Subrecipient must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Subrecipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The Subrecipient must to comply with the DOJ Grants Financial Guide. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The Subrecipient must comply with the DOJ Grants Financial Guide.

3. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP authority to terminate award)

The Subrecipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipients, Subrecipients ("Subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the Subrecipient or of any Subrecipient.

The details of the Subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by Subrecipients and Subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

4. Civil Rights and Nondiscrimination

The Subrecipient understands that the federal statutes and regulations pertaining to civil rights and nondiscrimination and, in addition:

a. The Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. The Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110 (e)) ; section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13), which will apply to all awards made by the Office of Violence Against Women, also may apply to an award made otherwise; and

c. The Subrecipient understands they must comply with the specific assurances set out in 29 C.F.R. §§ 42.105 and 42.204.

5. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events

The Subrecipient must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6. Compliance with General Appropriations-Law Restrictions on the Use of Federal Funds (FY 2019)

The Subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Subrecipient would or might fall within the scope of an appropriations-law restriction, the Subrecipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

7. Reporting Potential Fraud, Waste, & Abuse

The Subrecipient must promptly refer to DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, Subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC

20530; and/or (3) by facsimiledirected to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

8. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

No Subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this award, the Subrecipient:

   - Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

   - Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

b. If the Subrecipient does or is authorized under this award to make Subawards, procurement contracts, or both:

   - It represents that (1) it has determined that no other entity that the Subrecipient's application proposes may or will receive award funds (whether through a Subaward, procurement contract, or subcontract under a procurement contract) either requires or has required internal

confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- It certifies that, if it learns or is notified that any Subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

9. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Subrecipient understands that DOJ encourages Subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10. OJP Training Guiding Principles

Any training or training materials that the Subrecipient develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

11. Requirement to report actual or imminent breach of personally identifiable information (PII)

The Subrecipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it – (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The Subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

    The Subrecipient must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a Subaward).

    The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

13. Requirement for Data on Performance and Effectiveness Under the Award

    The Subrecipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

14. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

    The Subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

    The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

    Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Subrecipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

15. Victims of Crime Act Requirements

The Subrecipient must comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

16. Demographic Data

The Subrecipient must collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

17. Performance Reports

The Subrecipient must submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

18. Access to Records

The Subrecipient must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

19. All Subawards ("Subgrants") must have specific federal authorization

The Subrecipient must comply with all applicable requirements for authorization of any Subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "Subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any Subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All Subawards ("Subgrants") must have specific federal authorization), and are incorporated by reference here.

20. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award regardless of the dollar

amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used.

a. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no Subrecipient may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

b. Monitoring

The Subrecipient's monitoring responsibilities include monitoring of compliance with this condition.

c. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

d. Rules of construction

1) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor, grant Subrecipient or -Subrecipient, agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

2) Nothing in this condition shall be understood to authorize or require any Subrecipient or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

21. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ, the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The Subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.
The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

The Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

24. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to

Subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients and Subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

25. Restrictions on "Lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the Subrecipient, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the Subrecipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, Subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Subrecipient would or might fall within the scope of these prohibitions, the Subrecipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Subgrant Award Report (SAR)

The Subrecipient must submit a SAR to OVC for each Subrecipient of the VOCA victim assistance funds, within ninety (90) days of awarding funds to the Subrecipient. Subrecipients must submit this information through the automated system.

27. Effect of Failure to Address Audit Issues

The Subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the Subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other

outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

28. Additional DOJ Awarding Agency Requirements

The Subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the Subrecipient is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

29. Hiring Documents

The Subrecipient must keep, maintain, and preserve all documentation (such as Form I-9s or equivalents) regarding the eligibility of employees hired using the funds.

All appropriate documentation must be maintained on file by the project and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Subrecipient may be ineligible for Subaward of any future grants if the Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

CERTIFICATION

I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant Subrecipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Authorized Official's Signature: _____

Authorized Official's Typed Name: Sandra A. Groven

Authorized Official's Title: District Attorney/Public Administrator

Date Executed: June 2, 2020

Federal Employer ID #: 946000536 Federal DUNS # 040482804

Current System for Award Management (SAM) Expiration Date: 11/13/2020

Executed in the City/County of: Downieville/Sierra

AUTHORIZED BY: (not applicable to State agencies)

- ☐ City Financial Officer
- ☐ City Manager
- ☒ Governing Board Chair
- ☐ County Financial Officer
- ☐ County Manager

Signature: _____

Typed Name: Jim Beard

Title: Chair, District 4, Board of Supervisors

BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient: County of Sierra		Subaward #: VW20 26 0460	
A. Personal Services – Salaries/Employee Benefits	**19VOCA**	**20VWAO**	**COST**
SALARY (Victim/Witness Coordinator III) Hourly $34.0670 x 2088 = $71,132	$71,607		$71,607
HEALTH & LIFE $939 x 100% x 12 = $11,268	$11,268		$11,268
WORKERS COMP $103.75 x 100% x 12 = $1,245		$1,245	$1,245
PERS RETIREMENT $457 x 100% x 12 = $5,484	$4,582	$902	$5,484
PERS DEBT PAYMENT $838 x 100% x 12 = $10,056	$2,556	$7,500	$10,056
PAYROLL TAXES/SUI $488 x 100% x 12 = $5,856		$5,658	$5,658
INSURANCE $20 x 100% x 12 = $240		$240	$240
LIFE FLIGHT $9.00 x 100% x 12 = $108		$108	$108
Personal Section Totals	$90,013	$15,653	$105,666
PERSONAL SECTION TOTAL			$105,666

BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient: County of Sierra		Subaward#:VW20260460	
B. Operating Expenses	**19VOCA**	**20VWAO**	**COST**
VEHICLE MAINTENANCE			
Fuel 500 mi x .58 = $290 x 12 mo = $3480	$3,480		$3,480
Fluids, Wipers, Battery, Repairs $2500	$2,500		$2,500
Tires, Mount, Balance $600/ea = $2400	$2,400		$2,400
V/W LOYALTON OFFICE			
Office Supplies $416.66/mo x 12 = $5000	$5,000		$5,000
Digital Path Internet $100/mo x 12 = $1200	$1,200		$1,200
Printer	$800		$800
(3) Armchairs @ $800/ea = $1800	$2,400		$2,400
Conference Table w/ Chairs	$2,119		$2,119
V/W DOWNIEVILLE OFFICE			
Office Supplies $416.66/mo x 12 = $5000	$5,000		$5,000
Office Desk Chair $900	$900		$900
Susteen Mobile Forensics Renewal	$1,500		$1,500
OUTREACH SERVICES			
Emergency Services			
Pre-Paid Cell Phones 12 x $50 = $600	$600		$600
100 Go Bags x $35 = $3500	$3,500		$3,500
CCVAA MEMBERSHIP DUES	$35		$35
CSAIA Calif. Sexual Assault Investigator Association Lifetime Membership	$300		$300
TRAININGS			
CSAIA Calif. Sexual Assault Investigator Assoc.			
Shell Beach, CA			
Registration	$525		$525
Hotel $179/nt x 5 = $895	$895		$895
Hotel Taxes $46/nt x 5 = $230	$230		$230
Hotel Parking $35/nt x 5 = $175	$175		$175
Per Diem $46/day x 6 = $276	$276		$276
EVAWI End Violence Against Women International			
Boston, MA			
Registration	$550		$550
Hotel $280/nt x 5 = $1400	$1,400		$1,400
Hotel Taxes $50/nt x 5 = $250	$250		$250
Hotel Parking $35/nt x 5 = $175	$175		$175
Per Diem $71/day x 6 = $426	$426		$426
Airfare	$800		$800
Airport Parking $20/day x 6 = $120	$120		$120

BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient: County of Sierra		Subaward#:VW20260460	
B. Operating Expenses	**19VOCA**	**20VWAO**	**COST**
Rental Car $75 x 5 = $375 + $200 tax/insurance = $575	$575		$575
CCAW Conference on Crimes Against Women			
Dallas, TX			
Registration	$550		$550
Hotel $161/nt x 5 = $805	$805		$805
Hotel Taxes $46/nt x 5 = $230	$230		$230
Hotel Parking $35/nt x 5 = $175	$175		$175
Per Diem $66/day x 6 = $396	$396		$396
Airfare	$800		$800
Airport Parking $20/day x 6 = $120	$120		$120
Rental Car $75 x 5 = $375 + $200 tax/insurance = $575	$575		$575
NOVA National Organization for Victim Assistance			
Unknown Location			
Registration	$550		$550
Hotel $161/nt x 5 = $805	$805		$805
Hotel Taxes $46/nt x 5 = $230	$230		$230
Hotel Parking $35/nt x 5 = $175	$175		$175
Per Diem $66/day x 6 = $396	$396		$396
Airfare	$800		$800
Airport Parking $20/day x 6 = $120	$120		$120
Rental Car $75 x 5 = $375 + $200 tax/insurance = $575	$575		$575
National Institution of Crime Prevention			
Reno, NV			
Registration	$550		$550
Hotel $95/nt x 4 = $380	$380		$380
Hotel Taxes $20/nt x 4 = $80	$80		$80
Per Diem $66/day x 4 = $264	$264		$264
Operating Section Totals	$46,707		$46,707
OPERATING SECTION TOTAL			$46,707

BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient: County of Sierra		Subaward#: VW20 26 0460	
C. Equipment	**19VOCA**	**20VWAO**	**COST**
Equipment Section Totals			
EQUIPMENT SECTION TOTAL			
Category Totals			
Same as Section 12G on the Grant Subaward Face Sheet	**$136,720**	**$15,653**	
Total Project Cost			**$152,373**

Subrecipient: County of Sierra Subaward #: VW20 26 0460

Budget Narrative

PERSONAL EXLPENSES: This proposed budget will be focused on supporting the objectives and activities of this project by providing funding for one full-time coordinator/advocate, filling in the service gaps, and providing victims of crime with the mandatory and optional services that are outlined by the Victim/Witness Assistance Program.

The Sierra County Victim/Witness Assistance Program operates five days a week with the Coordinator having the following responsibilities: advocacy, clerical, grant writing, progress report, administration and counseling.

OPERATING EXPENSES: The remaining funds support vehicle maintenance, both Victim/Witness offices, indirect costs, outreach services and trainings.

Volunteers will perform general office duties.

EQUIPTMENT EXPENSES: None.

Project Narrative

PROBLEM STATEMENT: Sierra County is located in the Sierra-Nevada northeast of Sacramento and bordering Nevada. It is a very rural county with approximately 3,000 residents making it the second least populous county in California. The county is divided by the Pacific Crest with both the west and east sides of the County rich in history. The county was once home to both the Maidu and Washoe Indians, but todays history is tied to the Gold Rush. The discovery of gold resulted in some 16,000 miners settling in the county between 1848 to 1860. Downieville, the county seat of Sierra County, is located on Highway 49 at the Fork of the North Yuba and Downie rivers.

Sierra County is comprised of two very different regions. On the west side of the crest it is very mountainous and heavily forested. On the east side of the county lies the Sierra Valley, one of the largest alpine valleys in the Sierra Nevada Mountains.

Rugged remoteness and harsh weather conditions are just two of the contributing factors to a small population of independent and self-reliant people. High mountains and deep river canyons make cell phones unreliable and travel treacherous. The drive from Downieville (2700 feet) to Loyalton (5000 feet) is 100 miles round-trip with a 7000 foot pass in-between.

The Victim/Witness Assistance Program was created in 1990 with the Victim/Witness Coordinator position held by the same person for twenty-three years. Fiscal Year 2013/2014 came with new changes as a new Coordinator

stepped in. Two days a week services are provided in Loyalton and the remaining three days are in Downieville. With Downieville being the county seat and the location of the courthouse, this schedule provides services to both sides of the county which is separated by fifty miles.

Victims of all crimes are assisted by the Victim/Witness Assistance program. The crimes most commonly occurring in Sierra County are "acquaintance crimes" such as domestic violence, child molest and statutory rape; rather than "stranger crimes" such as car theft, robbery or muggings.

According to the 2010 census, the racial makeup of Sierra County is 93% Caucasian, 6% Hispanic and 1% Native American.

PLAN: The Victim/Witness Assistance Program will continue to be administered through the Office of the District Attorney providing immediate and comprehensive services in accordance with Penal Code Section 13835 et seq. for all crime victims and witnesses requesting assistance. All mandatory services such as crisis intervention, emergency assistance, resource/referral, counseling, direct counseling, orientation to the criminal justice system, court support, assistance with CalVCB claims, property return, case status/disposition, family notification and restitution will be provided to our identified victims.

The Victim/Witness Assistance Program has reached every crime victim in Sierra County with all mandatory and most optional services. All victims on both sides of the county will be served despite the remoteness and severe weather conditions. Special needs victims will receive home visits, translation services and any other

kind of help required.

Children and mentally handicapped victims can be interviewed at the Multidisciplinary Interview Center in the Family Resource Center located in Loyalton. The Superior Court is equipped with four Endersound assisted listening systems for the hearing impaired. If needed, the Probation Department employs multilingual staff for translation services.

In Loyalton, domestic violence and sexual assault victims are seen at the Family Justice Center, which houses Victim/Witness, Sierra SAFE and the District Attorney's Office.

We receive referrals and have working relationships with the Sheriff's Office, California Highway Patrol, District Attorney's Office, Probation Department and Human Services/Mental Health. The Sierra Superior Court refers requests for restraining orders also.

With the west and east sides of the county being separated by fifty miles, the program advocate provides services to both sides of the county during the work week. This schedule has worked out well with court dates for Victim/Witness cases calendared on Tuesdays and Fridays. Both locations provide a safe and secure environment.

Home visits are arranged for those unable to get to either office for restraining orders, victim compensation assistance, counseling, or other support services. The Program Directors of Victim/Witness and Sierra SAFE agree to coordinate services. The Victim/Witness Coordinator has an agreement with the Sierra

Superior Court, which allows restraining orders to be assisted in Loyalton at the Family Justice Center and are scanned to the courthouse in Downieville to be processed and signed by a Judge.

Victim/Witness is also joined with the Community Correction Partnership (CCP) and Victim Information Notification Everyday (VINE) Program.

Volunteers are not as useful in a small county as they may be in larger counties. In a county where everyone knows each other, there may be conflicts with volunteers and victims.

VOCA match creates a huge burden that hinders our ability to provide critical victim services; yet failure to meet this requirement puts our program and its services to victims in jeopardy. Being the second smallest county in the State of California, we are at a real disadvantage for volunteers. Shortage of fundraising opportunities, low caseloads and lack of interest from interns for unpaid work are just a few examples of why we lack volunteers.

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT

Subrecipient County of Sierra **Duns#** 40482804 **FIPS#** 091-00000
Disaster/Program Title: Sierra County Victim/Witness Assistance Program
Performance Period: 10/01/20 **to** 09/30/20 **Subaward Amount Requested:** _____
Type of Non-Federal Entity (Check Box): ☐ State Gov. ☑ Local Gov. ☐ JPA ☐ Non-Profit ☐ Tribe

Per Title 2 CFR § 200.331, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, grant manager is the individual who has primary responsibility for day-to-day administration of the grant, bookkeeper/accounting staff means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and organization refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	>5 years
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	>5 years
3. How many grants does your organization currently receive?	>10 grar
4. What is the approximate total dollar amount of all grants your organization receives?	$ 2
5. Are individual staff members assigned to work on multiple grants?	Yes
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes
7. How often does your organization have a financial audit?	Annually
8. Has your organization received any audit findings in the last three years?	No
9. Do you have a written plan to charge costs to grants?	No
10. Do you have written procurement policies?	No
11. Do you get multiple quotes or bids when buying items or services?	Always
12. How many years do you maintain receipts, deposits, cancelled checks, invoices, etc.?	>5 years
13. Do you have procedures to monitor grant funds passed through to other entities?	N/A

Certification: *This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.*

Signature: (Authorized Agent)	**Date:** 07/07/2020
Print Name and Title: Sandra Groven/District Attorney	**Phone Number:** 530.289.3269
Cal OES Staff Only: SUBAWARD #	

PROJECT SERVICE AREA INFORMATION

1. COUNTY OR COUNTIES SERVED: Enter the name(s) of the county or counties served by the project. Put an asterisk where the project's principal office is located.

   *Sierra

2. U.S. CONGRESSIONAL DISTRICT(S): Enter the number(s) of the U.S. Congressional District(s) which the project serves. Put an asterisk for the district where the project's principal office is located.

   *1

3. STATE ASSEMBLY DISTRICT(S): Enter the number(s) of the State Assembly District(s) which the project serves. Put an asterisk for the district where the project's principal office is located.

   *1

4. STATE SENATE DISTRICT(S): Enter the number(s) of the State Senate District(s) that the project serves. Put an asterisk for the district where the project's principal office is located.

   *1

5. POPULATION OF SERVICE AREA: Enter the total population of the area served by the project.

   3000

Sierra County Victim/Witness Organizational Chart

District Attorney

↓

Victim/Witness Coordinator

VICTIMS OF CRIME ACT (VOCA) VICTIM ASSISTANCE FORMULA GRANT PROGRAM

MATCH WAIVER REQUEST

Cal OES Subrecipients may request a partial or full match waiver. Approval is dependent on a compelling justification. To request a partial or full match waiver, the Subrecipient must complete the following:

1. VOCA Victim Assistance Formula Grant Program Award Number: 2019-V2-GX-0053
2. Cal OES Subaward Number: VW20 26 0460
3. Subrecipient's Name: Sierra County
4. Grant Subaward Performance Period 10/1/20 through 9/30/21
5. VOCA Victim Assistance Funds Awarded: $ 136,720
6. Amount of Cash Match Proposed (post-Match Waiver): $ 0
7. Amount of In-kind Match Proposed (post-Match Waiver): $ 0
8. Total Amount of Match Proposed (sum of #6 and #7): $ 0
9. Briefly summarize the services provided:

   Providing victims of crime with the mandatory and optional services that are outlined by the Victim/Witness Assistance Program. All services such as crisis intervention, emergency assistance, resource/referral, counseling, direct counseling, orientation to the criminal justice system, court support, assistance with CalVCB claims, property return, case status/disposition, family notification and restitution will be provided to our identified victims.

10. Describe practical and/or logistical obstacles to providing match:

    VOCA match creates a huge burden that hinders our ability to provide critical victim services; yet failure to meet this requirement puts our program and its services to victims in jeopardy. Being the second smallest county in the State of California, we are at a real disadvantage for volunteers. Shortage of fundraising opportunities, low caseloads and lack of interest from interns for unpaid work are just a few examples of why we lack volunteers.

11. Describe any local resource constraints to providing match:

    Our office remains closed to the public due to Covid 19.
    Sierra County, with approximately 3,000 residents, is at a real disadvantage for volunteers. For many residents Sierra County is a second home and not their primary residence. A good percent of the residents work full-time with the rest being seniors and folks on government assistance. Many people are in our criminal system which would disqualify them from service with the District Attorney/Victim Witness Office.

Approved ☐

Denied ☐

_____ Unit Chief Name

_____ Unit Chief Signature / Date

Operational Agreements (OA) Summary Form

	List of Agencies/Organizations/Individuals	Date OA Signed (xx/xx/xxxx)	Dates of OA From:		To:
1.	Sierra County Sheriff	04/17/20	10/01/19	to	09/30/22
2.	Sierra County Department of Helath & Social Services	04/15/20	10/01/19	to	09/30/22
3.	Sierra County SAFE Program	04/10/20	10/01/19	to	09/30/22
4.	Sierra County Child Abuse Prevention Council	05/04/20	10/01/19	to	09/30/22
5.	Plumas Crisis Intervention and Resource Center	08/23/18	10/01/18	to	09/30/21
6.				to	
7.				to	
8.				to	
9.				to	
10.				to	
11.				to	
12				to	
13.				to	
14.				to	
15.				to	
16.				to	
17.				to	
18.				to	
19.				to	
20.				to	

Use additional pages if necessary.

Subaward #: VW20 26 0460

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
OUT-OF-STATE TRAVEL REQUEST

SUBRECIPIENT

Agency: Sierra County Victim/Witness Assistance Program
Project Director: Sandra A. Groven Phone #: (530) 289-3269
Address: PO Box 457
City: Downieville Zip: 95936

ATTENDEE(S)

Name: Sandy Marshall
Title: Victim/Witness Coordinator Phone #: (530) 289-3269
Name:
Title: Phone #:

TRIP DETAILS

Trip Date [Month/Day(s)/Year] 2021
Destination (City/State) Boston, MA
Description (Meeting/Conference/Other) EVAWI - End Violence Against Women International

Justification (indicate the need for the trip and the benefits to the State. Use additional pages if necessary. Attach brochure if available.)
EVAWI provides technical assistance on the law enforcement response to sexual assault and VAWA forensic compliance.

Subrecipient must attach Cost Worksheet to the Out-of-State Travel Request.

FOR CAL OES USE ONLY

Recommendation:

Approve	Disapprove		
☐	☐	Program Specialist	Date
☐	☐	Unit Chief	Date

OUT-OF-STATE TRAVEL REQUEST COST WORKSHEET

Travel Policy – are the rates based on internal policy or the state's travel policy? Please specify:

Internal Travel Policy ☐ State Travel Policy ☒

Date of Trip: 2021

Destination: Boston, MA

Purpose: Conference

ESTIMATED COSTS

TRANSPORTATION:	**AMOUNT**
Airfare:	$ 800
Additional Airport Expenses	
Mileage: (57.5 cents per mile)	$
Taxi/Shuttle:	$
Parking:	$ 120
Auto Expenses:	
Private Car:	$
Rental Car:	$ 575
State/Agency Car:	$

HOTEL/PER DIEM

Hotel:

5 days @ $ 280 per day = $ 1400

Per diem:

6 days @ $ 71 per day = $ 426

OTHER EXPENSES

Registration/Conference Fee:	$ 550
Hotel Parking	$ 175
Hotel Taxes	$ 250
	$
	$

TOTAL COSTS NOT TO EXCEED: $ 4296

Subaward #: VW20 26 0460

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
OUT-OF-STATE TRAVEL REQUEST

SUBRECIPIENT

Agency: Sierra County Victim/Witness Assistance Program
Project Director: Sandra A. Groven Phone #: (530) 289-3269
Address: PO Box 457
City: Downieville Zip: 95936

ATTENDEE(S)

Name: Sandy Marshall
Title: Victim/Witness Coordinator Phone #: (530) 289-3269
Name:
Title: Phone #:

TRIP DETAILS

Trip Date [Month/Day(s)/Year] 2021
Destination (City/State) Dallas, TX
Description (Meeting/Conference/Other) 16th Annual conference on Crimes Against Women

Justification (indicate the need for the trip and the benefits to the State. Use additional pages if necessary. Attach brochure if available.)
CCAW provides the most up-to-date, relevant and effective training techniques to take a stand against the worldwide epidemic of violence against women.

Subrecipient must attach Cost Worksheet to the Out-of-State Travel Request.

FOR CAL OES USE ONLY

Recommendation:

Approve	Disapprove		
☐	☐	Program Specialist	Date
☐	☐	Unit Chief	Date

OUT-OF-STATE TRAVEL REQUEST COST WORKSHEET

Travel Policy – are the rates based on internal policy or the state's travel policy? Please specify:

Internal Travel Policy ☐ State Travel Policy ☒

Date of Trip: 2021

Destination: Dallas, TX

Purpose: Conference

ESTIMATED COSTS

TRANSPORTATION:	**AMOUNT**
Airfare:	$ 800
Additional Airport Expenses	
Mileage: (57.5 cents per mile)	$
Taxi/Shuttle:	$
Parking:	$ 120
Auto Expenses:	
Private Car:	$
Rental Car:	$ 575
State/Agency Car:	$

HOTEL/PER DIEM

Hotel:

5 days @ $ 161 per day = $ 805

Per diem:

6 days @ $ 66 per day = $ 396

OTHER EXPENSES

Registration/Conference Fee:	$ 550
Hotel Parking	$ 175
Hotel Taxes	$ 230
	$
	$

TOTAL COSTS NOT TO EXCEED: $ 3651

Subaward #: VW20 26 0460

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
OUT-OF-STATE TRAVEL REQUEST

SUBRECIPIENT

Agency: Sierra County Victim/Witness Assistance Program
Project Director: Sandra A. Groven Phone #: (530) 289-3269
Address: PO Box 457
City: Downieville Zip: 95936

ATTENDEE(S)

Name: Sandy Marshall
Title: Victim/Witness Coordinator Phone #: (530) 289-3269
Name:
Title: Phone #:

TRIP DETAILS

Trip Date [Month/Day(s)/Year] 2021
Destination (City/State) Unknown
Description (Meeting/Conference/Other) NOVA's 47th Annual Training Event

Justification (indicate the need for the trip and the benefits to the State. Use additional pages if necessary. Attach brochure if available.)
NOVA's mission is to champion dignity and compassion for those harmed by crime and crisis.

Subrecipient must attach Cost Worksheet to the Out-of-State Travel Request.

FOR CAL OES USE ONLY

Recommendation:

Approve	Disapprove		
☐	☐	Program Specialist	Date
☐	☐	Unit Chief	Date

OUT-OF-STATE TRAVEL REQUEST COST WORKSHEET

Travel Policy – are the rates based on internal policy or the state's travel policy? Please specify:

Internal Travel Policy ☐ State Travel Policy ☒

Date of Trip: 2021

Destination: Unknown

Purpose: Conference

ESTIMATED COSTS

TRANSPORTATION:	**AMOUNT**
Airfare:	$800
Additional Airport Expenses	
Mileage: (57.5 cents per mile)	$
Taxi/Shuttle:	$
Parking:	$120
Auto Expenses:	
Private Car:	$
Rental Car:	$575
State/Agency Car:	$

HOTEL/PER DIEM

Hotel:

5 days @ $161 per day = $805

Per diem:

6 days @ $66 per day = $396

OTHER EXPENSES

Registration/Conference Fee:	$550
Hotel Parking	$175
Hotel Taxes	$230
	$
	$

TOTAL COSTS NOT TO EXCEED: $3651

Subaward #: VW20 26 0460

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
OUT-OF-STATE TRAVEL REQUEST

SUBRECIPIENT

Agency: Sierra County Victim/Witness Assistance Program
Project Director: Sandra A. Groven Phone #: (530) 289-3269
Address: PO Box 457
City: Downieville Zip: 95936

ATTENDEE(S)

Name: Sandy Marshall
Title: Victim/Witness Coordinator Phone #: (530) 289-3269
Name:
Title: Phone #:

TRIP DETAILS

Trip Date [Month/Day(s)/Year] 2021
Destination (City/State) Reno, NV
Description (Meeting/Conference/Other) National Institute of Crime Prevention

Justification (indicate the need for the trip and the benefits to the State. Use additional pages if necessary. Attach brochure if available.)
The NICP offers trainings that cover the topics of Domestic Violence and Sexual Assault.

Subrecipient must attach Cost Worksheet to the Out-of-State Travel Request.

FOR CAL OES USE ONLY

Recommendation:

Approve	Disapprove		
☐	☐	Program Specialist	Date
☐	☐	Unit Chief	Date

OUT-OF-STATE TRAVEL REQUEST COST WORKSHEET

Travel Policy – are the rates based on internal policy or the state's travel policy? Please specify:

Internal Travel Policy ☐ State Travel Policy ☒

Date of Trip: 2021

Destination: Reno, NV

Purpose: Conference

ESTIMATED COSTS

TRANSPORTATION:	**AMOUNT**
Airfare:	$
Additional Airport Expenses	
Mileage: (57.5 cents per mile)	$
Taxi/Shuttle:	$
Parking:	$
Auto Expenses:	
Private Car:	$
Rental Car:	$
State/Agency Car:	$

HOTEL/PER DIEM

Hotel:

4 days @ $95 per day = $380

Per diem:

4 days @ $66 per day = $264

OTHER EXPENSES

Registration/Conference Fee:	$550
Hotel Parking	$
Hotel Taxes	$80
	$
	$

TOTAL COSTS NOT TO EXCEED: $1274

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

MEETING DATE: August 4, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Agreement between County of Sierra and Northern California EMS, Inc. COVID-19 Hospital Preparedness Program (HPP) Award # COVID-19-4602 Multi-County Local Emergency Medical Services Agency (LEMSA) Deliverables

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

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515610
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: HPP
AMOUNT: $11,225.40 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 of Public Health and Social Services
Reference: Agenda Item
Date of memo: July 27, 2020
Date of Board Meeting: August 4, 2020

Requested Action: Agreement between County of Sierra and Northern California EMS, Inc. COVID-19 Hospital Preparedness Program (HPP) Award # COVID-19-4602 Multi-County Local Emergency Medical Services Agency (LEMSA) Deliverables

Funding
Budgeted? YesX No

Revenue	11,225.40	**HPP FY 20-21**
Expenses	11,245.40	**HPP FY 20-21**
Difference	0	

Background Information: LEMSA is to provide certain services in accordance with California Department of Public Health, COVID-19 Hospital Preparedness Program (HPP) Supplemental Funding, Award Number COVID 19-4602 Multi-County LEMSA Deliverables, for March 28, 2020 through June 30, 2021.

LEMSA shall perform the baseline deliverables, objectives and activities as indicated in FY 20-21 Hospital Preparedness Program (HPP) Multi-County LEMSA Work Plan submitted to the county as set forth in Attachment A.

Sierra County is part of a five county LEMSA region.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: The required activities will not be completed.

AGREEMENT BETWEEN COUNTY OF SIERRA AND
NORTHERN CALIFORNIA EMS, INC.
COVID-19 HOSPITAL PREPAREDNESS PROGRAM (HPP) AWARD # COVID-19-4602
MULTI-COUNTY LOCAL EMERGENCY MEDICAL SERVICES AGENCY (LEMSA)
DELIVERABLES

THIS AGREEMENT is entered into by and between **SIERRA COUNTY,** hereinafter referred to as **COUNTY**, and **NORTHERN CALIFORNIA EMS, INC.**, (a California non-profit, public benefit corporation and a Local Emergency Medical Services Agency (LEMSA) hereinafter referred to as **LEMSA**.

INTRODUCTION

WHEREAS, **LEMSA** is the Local Emergency Medical Services Agency for **COUNTY** pursuant to agreement and pursuant to Health and Safety Code Section 1797.94, and

WHEREAS, **COUNTY** desires to contract with **LEMSA** for **LEMSA** to provide certain services for **COUNTY** in accordance with the California Department of Public Health, COVID-19 Hospital Preparedness Program (HPP) Supplemental Funding, Award Number COVID 19-4602 Multi-County LEMSA Deliverables, for March 28, 2020 through June 30, 2021.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

ARTICLE 1. TERM OF CONTRACT

Section 1.01. It is agreed that the terms of this Agreement become effective as of March 28, 2020 and shall end June 30, 2021, or until terminated as provided herein.

ARTICLE 2. SERVICES TO BE PERFORMED BY LEMSA

Specific Services

Section 2.01. Pursuant to the terms and conditions of this agreement **LEMSA** shall perform the baseline deliverables, objectives and activities as indicated in FY 20-21 Hospital Preparedness Program (HPP) Multi-County LEMSA Work Plan submitted to the county as set forth in Attachment "A." Any changes or updates requested by the California Department of Public Health Emergency Preparedness Office (CDPH/EPO) during the work plan approval process will be reviewed and jointly agreed to by **COUNTY** and **LEMSA**. Changes shall not exceed project hours or compensation amount.

Method of Performing Services

Section 2.02. **LEMSA** shall, during the term of this Agreement, be construed as an independent contractor, and nothing in this Agreement is intended, nor shall be construed, to create an employer-employee relationship, a joint venture relationship, or to allow **COUNTY** to exercise discretion or control over the professional manner in which **LEMSA** performs the services which are the subject matter of this Agreement; provided, always however, that the services to be provided by **LEMSA** shall be performed in a manner consistent with all applicable standards and regulations governing such services.

ARTICLE 3. COMPENSATION

Section 3.01. The multi-county **LEMSA** allocation for the COVID-19 HPP Supplemental Funding is $56,127. The equal share for each HPP entity within the five-county **LEMSA** region is $11,225.40. **LEMSA** shall be paid in an amount not to exceed **ELEVEN THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS AND 40 CENTS ($11,225.40)** by **COUNTY** for the services described in this agreement. In no event shall the compensation exceed that amount. An itemization of the compensation is set forth in ATTACHMENT "B," which is attached hereto and incorporated by reference as if fully set forth herein. **LEMSA** shall on a monthly basis submit to **COUNTY** an itemized statement or invoice of services rendered during the preceding month. **COUNTY** shall make payment within 30 days of receipt of **LEMSA's** correct and approved statement or invoice.

Section 3.02. No additional services shall be performed by **LEMSA** unless approved in advance in writing by the **COUNTY**. All such services are to be coordinated with **COUNTY** and monitored by the Director of Public Health & Community Development, his or her designee or the HPP Coordinator.

Section 3.03. LEMSA may sub-contract with third parties as **LEMSA** deems necessary to perform the services required of **LEMSA** by this contract. **COUNTY** may not control, direct, or supervise **LEMSA's** assistants or employees in the performance of those services.

ARTICLE 4. OBLIGATIONS OF LEMSA

Minimum Amount of Service

Section 4.01. **LEMSA** may represent, perform services for, and be employed by such additional clients, persons, or companies as **LEMSA**, in its sole discretion deems appropriate. **LEMSA** shall be responsible for all costs and expenses incident to the performance of the services required by this agreement. **COUNTY** shall not be responsible for any expense incurred by **LEMSA** in performing services under this agreement.

Workers Compensation and Liability Insurance

Section 4.02. **LEMSA** agrees to provide workers compensation insurance for **LEMSA's** employees and agrees to hold harmless and indemnify **COUNTY** for any and all claims arising out of any injury, disability, or death of any of **LEMSA's** employees in their performance of this agreement. **LEMSA** also agrees that **COUNTY** does not provide liability or auto insurance for **LEMSA** and its employees.

Taxes and Filings

Section 4.03. This Agreement is for independent contractor services to be provided by **LEMSA** and **LEMSA** is responsible for payment of all applicable taxes and associated filing requirements.

Conflict of Interest

Section 4.04. **LEMSA** will not hire any employee of **COUNTY's** to perform any service covered by this Agreement. **LEMSA** affirms that, to the best of **LEMSA's** knowledge, there exists no actual or potential conflict between **LEMSA's** family, business or financial interests and **LEMSA's** services under this Agreement, and in the event of change in this status during the term of this Agreement, **LEMSA** will notify **COUNTY** in writing of occurrence. **COUNTY** may at **COUNTY's** option terminate this Agreement in the event of such actual or potential conflict of interest.

Assignment

Section 4.05. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by **LEMSA** without prior written consent of **COUNTY**, except as specified in Section 3.03 of this agreement.

Indemnification

Section 4.06. LEMSA shall indemnify and hold **COUNTY** harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of **LEMSA** or its assistants, employees, or agents, including all claims relating to the injury or death of any person or damage to any property.

Books and Records

Section 4.07. All reports and other materials collected or produced by **LEMSA** or any subcontractor of **LEMSA** specifically for use by **COUNTY** shall, after completion and acceptance of the contract, become the property of the **COUNTY**, and shall not be subject to any copyright claimed by the **LEMSA**, subcontractor, or their agents or employees. **LEMSA** may retain copies of all such materials exclusively for administration purposes. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the **LEMSA** relating to the services to be provided under this contract shall be the property of the **COUNTY**, and **LEMSA** hereby agrees to deliver the same to the **COUNTY** upon request.

Section 4.08. LEMSA shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the **COUNTY** under the terms of the agreement for a period of five (5) years. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon a twenty-four (24) hours written or verbal request by the **COUNTY**.

Section 4.09. It is understood and agreed that this agreement contemplates personal performance by the **LEMSA** and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties and/or obligations of the **LEMSA** under this agreement will be permitted only with the express written consent of the **COUNTY**, except as specified in Section 3.03 of this agreement.

ARTICLE 5. OBLIGATIONS OF COUNTY

Cooperation of COUNTY

Section 5.01. **COUNTY** agrees to timely comply with all reasonable requests of **LEMSA** and provide access to all documents reasonably necessary to the performance of **LEMSA's** duties under this Agreement.

ARTICLE 6. TERMINATION OF AGREEMENT

Termination on Occurrence of Stated Events

Section 6.01. This Agreement shall terminate automatically on the occurrence of any of the following events:

(1) Bankruptcy or insolvency of either party;
(2) Assignment of this Agreement by **LEMSA** without the consent of the **COUNTY**.

Termination by COUNTY for Default of LEMSA

Section 6.02. Should **LEMSA** default in the performance of this Agreement or breach any of its provisions, **COUNTY**, at **COUNTY's** option, may terminate this Agreement by giving written notification to **LEMSA**.

Section 6.03. **COUNTY** may terminate this agreement at any time by providing a sixty (60) day written notice to **LEMSA** that the agreement is terminated. The agreement shall then be deemed terminated and no further work shall be performed by **LEMSA**. **COUNTY** shall pay **LEMSA** for all services rendered up to the date of termination.

Section 6.04. COUNTY may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased. Oral notice of termination will be confirmed through written notice by **COUNTY** to **LEMSA** within one week of termination.

Section 6.05. Should this Agreement be terminated, **LEMSA** shall provide **COUNTY** with all finished and unfinished reports, data, studies, photographs, charts, electronic data, and other documents prepared by **LEMSA** pursuant to this Agreement.

ARTICLE 7. GENERAL PROVISIONS

Notices

Section 7.01. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing. Any notice hereunder shall be provided by first class mail, return receipt requested, addressed as follows:

If to **COUNTY**:
Chairman Board of Supervisors
County of Sierra
P.O. Box Drawer D
Downieville, CA 95936

If to **LEMSA**:
Chief Executive Officer
Northern California EMS, Inc.
930 Executive Way, Suite 150
Redding, CA 96002

Entire Agreement of the Parties

Section 7.02. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services agreed to herein by **LEMSA** and **COUNTY** and contains all of the covenants and Agreements between the parties with respect to the rendering of any such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or Agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other Agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by all parties.

Section 7.03. Each party hereto shall act independently and not as an agent or employee of the other. Each shall be responsible for the negligent or wrongful acts of its own officers, agents, and employees.

Section 7.04. This agreement may be amended at any time by the mutual written agreement of the parties hereto.

Section 7.05. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

COUNTY OF SIERRA

By:_____ Date: _____
Jim Beard
Chairman, Board of Supervisors

By: _____ Date: _____
Heather Foster
Clerk of the Board

APPROVED AS TO FORM:

By:_____ Date: _____
David Prentice
County Counsel

NORTHERN CALIFORNIA EMS, INC.

By: _____ Date: _____
Donna Stone
Chief Executive Officer

ATTACHMENT “A”

Capability 2: Health Care and Medical Response Coordination			
Objective 1:	**HCC members will update special pathogen concept of operations (CONOPS) for health care system response to COVID-19 include approaches for the assessment, transport, and treatment of persons suspected or confirmed to have COVID-19.**		
	Activity 3	Update the existing patient transport plan to include an approach for intra-state and, if applicable, inter-state transport, of potential or confirmed COVID-19 patients.	Nor-Cal EMS will review, in coordination with S-SV EMS, the Mutual Aid Regional Infectious Disease Transportation Plan to assure the external communication flow chart for PUI or patients with confirmed infectious disease is current for COVID-19. Revisions will be completed if needed.
Capability 4: Medical Surge			
Objective 1:	HCCs, EMS and other health care facilities will improve and maintain health care worker readiness for COVID-19 and other special pathogens.		
	Activity 5	HCC will ensure the competency of health care workers to identify, assess, and treat suspected or confirmed patients with COVID-19 and maintain continuity of operations for other critical activities through training and other educational opportunities.	Nor-Cal EMS will work closely with the counties of Lassen, Modoc, Plumas, Sierra and Trinity HCC partners in regards to pre-hospital personnel
Objective 2:	**HCC members including EMS should examine and enhance physical infrastructure to ensure infection control for COVID-19 preparedness and response, as necessary.**		
	Activity 4	Identify alternate care sites (on facility grounds or within close proximity) and additional sites (offsite) for sub-acute care patients to increase capacity.	Will work closely with the counties of Lassen, Modoc, Plumas, Sierra and Trinity Health Officers and other HCC partners.
Objective 4:	**HCC members may support clinical care providers in their implementation of crisis care by developing and/or implementing crisis standards of care as necessary with support from medical ethicists.**		
	Activity 1	Nor-Cal EMS will work with Lassen, Modoc, Plumas, Sierra and Trinity County Healthcare Preparedness Partners to support the medical/health community, preparing them to identify, isolate, assess, transport and treat patients with COVID-19 or person's under Investigation (PUIs) for COVID-19; this would include: -planning and coordination activities -training-implementing/exercising crisis standards of care -procuring supplies and equipment, and -other activities as identified by the five-county HCC Coalitions	Will work closely with Lassen, Modoc, Plumas, Sierra and Trinity Counties and HCC partners.

ATTACHMENT “B”

HPP COVID-HPP SUPPLEMENTAL AWARD
MC LEMSA DELIVERABLES PROJECT HOURS

	HRS	RATE	TOTAL
LEMSA STAFF 1	275	$28.16	$7,744.00
LEMSA STAFF 2	90	$28.16	$2,534.40
LEMSA STAFF 3	300	$36.05	$10,815.00
LEMSA STAFF 4	55	$60.54	$3,329.70
TRAINING EQUIPMENT			25,707.49
TRAVEL			$1,927.20
7.25% ADMINSTRATIVE FEE			$4,069.21
TOTAL			$56,127.00

Multi-County LEMSA Allocation	$56,127.00
Equal Share Per County	$11,225.40

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

MEETING DATE: August 4, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Amendment to Agreement 2005-153, 2008-125, 2011-062, 2018-045 and 2020-012 between the County of Plumas and the County of Sierra for Unified Program Services.

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

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515610
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $ 10,125.00 Annually

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Vickie Clark, Director of Public Health and Social Services
Reference: Agenda Item
Date of memo: July 27, 2020
Date of Board Meeting: August 4, 2020

Requested Action: Amendment to Agreement 2005-153, 2008-125, 2011-062, 2018-045 and 2020-012 between the County of Plumas and the County of Sierra for Unified Program Services.

Mandated by: California Health & Safety Code, Division 20, Chapter 6.7, and the California Code of Regulations Title 23 Division 3, Chapter 16 and 18.

Funding
Budgeted? YesX No

Revenue	$10,125.00	**CUPA Grant, Environmental Health Fees and Public Health Realignment**
Expenses	$10,125.00	**CUPA Grant, Environmental Health Fees and Public Health Realignment**
Difference	0	

Background Information: This amendment reduces the amount of the agreement from last years and updates the scope of work.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: Sierra County would not be in compliance.

AGREEMENT NO. _____

(Amendment to Agreement No. 2005-153, 2008-125, 2011-062, 2018-045, 2020-012)

AMENDMENT
To
AGREEMENT FOR
PROFESSIONAL SERVICES

The following is an amendment to that certain Agreement No. 2005-153 ("Agreement"), Amendment 2008-125 and Amendment 2011-062, Amendment 2018-045. Amendment 2020-012 with an effective date of July 1, 2020, by and between the County of Sierra, a political subdivision of the State of California ('the COUNTY") and the County of Plumas ("the CONTRACTOR").

1. ARTICLE IV. TERM LIMITATION The Agreement is hereby amended to read:
   C. The total amount to be paid by SIERRA to PLUMAS for Unified Program services pursuant to this Agreement shall not exceed $10,125. PLUMAS will bill SIERRA quarterly with a detailed itemized invoice for services provided and payment will be made by SIERRA within thirty days of receipt and approval of invoice.

2. SCOPE OF WORK The Agreement amended to add to paragraph 2:
   Specifically Plumas, in cooperation with Sierra, shall inspect, investigate, and enforce hazardous materials and hazardous waste handling and storage facilities to verify compliance with the state and local minimum standards for the protection of public health and the environment. Plumas shall implement all of the following.

3. Attached FY 2020-2021 Budget for Sierra County Contract for CUPA Services

4. All other terms and conditions of the Agreement and Amendments thereto are to remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

COUNTY OF SIERRA	"CONTRACTOR"
_____	_____
JIM BEARD Chairman, Board of Supervisors	DIRECTOR Plumas County Environmental Health
ATTEST:	APPROVED AS TO FORM:
_____	_____
HEATHER FOSTER Clerk of the Board	DAVID PRENTICE County Counsel

FY 2020-2021 BUDGET

Sierra County Contract for CUPA Services

Hourly Charges for Personnel Salaries and Benefits and Indirect costs
Hazardous Materials Specialist (75 hours at $135.00 per hour) $10,125
Projected Program Costs – Total **$10,125**

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

MEETING DATE: August 4, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Professional Services Agreement between Sierra County Child Abuse Council and Sierra County Social Services.

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

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515800
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $ 79,605.54 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: Consent Agenda Item
Date of memo: July 28, 2020
Date of Board Meeting: August 4, 2020

Requested Action: Professional Services Agreement between Sierra County Child Abuse Council and Sierra County Social Services.

Mandated by: California Child Welfare System Improvement and Accountability Act (Assembly Bill 636)

Funding
Budgeted? XX Yes No

Revenue	$79,605.54	Social Services -
Expenses	$79,605.54	Attachment B - Scope of Services and Attachment C - Payment
Difference	0	

Background Information: This contractual agreement was put in place over a decade ago as part of new performance outcome expectations required by the Federal Children Bureau back in 2000. Social Services works with the Child Abuse Council through the Family Resource Center to provide the community outreach and education, as well as skills training and resources to achieve goals essential to the safety, permanency, and well-being of children and families in Sierra County.

Potential Issues to consider: None

Alternatives: There are no other providers locally capable of delivering the level of required services described in this agreement at this time.

AGREEMENT FOR
PROFESSIONAL
SERVICES

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and SIERRA COUNTY CHILD ABUSE COUNCIL (the "CONTRACTOR")

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date: July 1, 2020

Termination Date: June 30, 2021

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "C". The payment specified in Attachment "C" 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 "C".

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 "B".

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "D".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "E" 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 "G" is incorporated by this reference.

7. DESIGNATED REPRESENTATIVES.

The Director of Public Health and Social Services, or designee, is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Tammy Muldoon is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A – Funding and Program Requirements
Attachment B – Contractor Scope of Work
Attachment C - Payment
Attachment D - Additional Provisions
Attachment E - General Provisions
Attachment F – Cost Justification Worksheet
Attachment G – Business Associates Agreement

9. AGREEMENT DATE. The Agreement Date is July 1, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"	"CONTRACTOR"
COUNTY OF SIERRA	
By_____	_____
JIM BEARD, CHAIRMAN	TAMMY MULDOON, DIRECTOR
SIERRA COUNTY BOARD OF SUPERVISORS	SIERRA COUNTY CHILD ABUSE COUNCIL
ATTEST:	APPROVED AS TO FORM:
_____	_____
HEATHER FOSTER	DAVID PRENTICE
CLERK OF THE BOARD	COUNTY COUNSEL

ATTACHMENT A

A.1 FUNDING AND PROGRAM REQUIREMENTS.

The funding and program requirements to be used for scope of work development collaboratively by COUNTY and CONTRACTOR:

COMMUNITY BASED CHILD ABUSE PREVENTION (CBCAP) – $30,000

The Community-Based Child Abuse Prevention Program (CBCAP) was established by Title II of the Federal Child Abuse Prevention and Treatment Act (CAPTA) Amendments of 1996 and was most recently reauthorized in December of 2010 (P.L. 111-320) for the purpose of:

A. Supporting community based efforts to develop, operate, expand, enhance and coordinate initiatives, programs and activities to prevent child abuse and neglect.
B. Supporting the coordination of resources and activities to better strengthen and support families to reduce the likelihood of child abuse and neglect.
C. Fostering an understanding, appreciation and knowledge of diverse populations in order to be effective in preventing and treating child abuse and neglect.

The CBCAP funds should be used to support primary prevention programs (a.k.a. universal) programs and strategies which are available to all families, as well as secondary (a.k.a. targeted) prevention efforts, which target children and families at risk for abuse or neglect.

Tertiary prevention addresses families that have already demonstrated the need for intervention and have an open child welfare case. These families **<u>are not eligible</u>** for services under the CBCAP program.

No more than 10% of the funds may be used for administrative costs. Administrative costs (i.e. indirect) costs are defined as:

- Costs incurred for common or joint objectives that cannot be identified specifically with a particular project, program or organizational activity. Depreciation, software, and office equipment are examples of administrative costs.
- Allowable costs that would not have been incurred had it not been for the program are direct program costs, not administrative (e.g. program personnel, training, supplies, travel)

Allowable activities are described under Section 201(a)(1)(b) of the Federal Child Abuse Prevention and Treatment Act (PL 111-320). These activities include, but are not limited to:

1) Developing, operating, expanding and enhancing community-based, and prevention focused programs and activities that:
    a. Offer assistance to families
    b. Provide early, comprehensive support for parents
    c. Promote the development of parenting skills, especially in young parents and parents with very young children
    d. Increase family stability
    e. Improve access to other formal and informal resources available within communities, including access to such resources and opportunities for unaccompanied homeless youth
    f. Support the additional needs of families with children with disabilities through respite care and other services
    g. Provide referrals to early health and developmental services
    h. Foster the development of a continuum of preventive services for children and families, including unaccompanied homeless youth, through State and community-based collaborations and partnerships, both public and private.
2) Start-up, maintenance, expansion, or redesign of specific family resource and support programs or community-based child abuse and neglect prevention program services such as, but not limited to:
    a. Respite care services
    b. Disability services

c. Domestic violence services
d. Housing services, transportation
e. Adult education
f. Home visiting, or other similar services identified by the inventory and description of current services required under section 204(a)(3) as an unmet need and integrated with the network of community-based family resources.

3) Funding is maximized through leveraging of funds for the financing, planning, community mobilization, collaboration, assessment, information and referral, startup, training and technical assistance information management and reporting, reporting and evaluation costs for establishing, operating or expanding community-based and prevention-focused programs and activities designed to strengthen and support families to prevent child abuse and neglect.
4) Public information activities that focus on the healthy and positive development of parents and children and promotion of child abuse and neglect prevention activities.
5) Programs must be accessible, effective, culturally appropriate and build upon existing strengths
6) Evidence informed and evidence based programs are highly encouraged.
7) Evaluation of funded program

The CONTRACTOR will develop a cost structure for invoicing the Evidence Based or Evidenced Informed Programs and Practices using CBCAP funding. Attachment E is a sample of a Cost Justification Worksheet and is available electronically from the COUNTY upon request. The COUNTY will reimburse CONTRACTOR upon receipt of invoice with attached cost justification and copies of sign in sheets (or similar) documenting families served under the guidelines of CBCAP as outlined above. COUNTY will adjust the invoice if a family receiving services is identified as CWS. CWS families served in the above allowable activities should be invoiced under CAPIT or PSSF rather than CBCAP.

In addition, CONTRACTOR will participate in activities available to the general public, such as public awareness and education regarding the prevention of child abuse and neglect. Public awareness activities will include promotional activities sponsored during the Child Abuse Prevention month each April.

COUNTY is also requesting the CONTRACTOR use a portion of the CBCAP funds to provide Mandated Reporter training to the community at large to be offered twice during the contract period.

COUNTY is also requesting that the CONTRACTOR use a portion of the CBCAP funds to continue to develop, in partnership with Innovative Partnerships, to build an MCART best practices blueprint for use by Sierra County Agencies. CONTRACTOR will participate in any MCART held in Sierra County.

These services shall be based in the fiscal year beginning July 1, 2019 and ending June 30, 2020.

CHILD ABUSE PREVENTION AND INTERVENTION TREATMENT (CAPIT) - $24,523

The CAPIT programs were established by Assembly Bill 1733 (Welfare and Institution Code Sections 18960-18964) with the intent that child abuse and neglect prevention and intervention programs be encouraged by the funding of community-based public and private agencies addressing needs of children at high risk of abuse or neglect and their families. Effective July 1, 2011 AB 118 (Chapter 40, Statutes of 2011) realigned the funding for the CAPIT program from the state to the local government.

Beginning in the Fiscal Year (FY) 2011-12 and for each FY thereafter, funding and expenditures for programs and activities under this section shall be in accordance with the requirements provided in Sections 30025 and 30026.5 of the Government Code.

CAPIT funds are used to fulfill the Federal Community-Based Child Abuse Prevention (CBCAP) grant matching and leveraging requirements. As such, these funds cannot be used as a match for other federal funds. Funds shall be used for child abuse prevention, intervention and treatment services as described in statute and regulation.

Target Population

Priority for services shall be given to:

- Children who are at high risk, including children being served by County Welfare Departments (CWD) for abuse and neglect, and children referred for services by legal, medical, or social service agencies.
- Minority populations
- Projects and services related to the needs of children, especially children under 14 years of age.

Priority shall be given to prevention programs through:

- Nonprofit agencies, including where appropriate, programs that identify and provide services to:
    - Isolated families, particularly those with children five years of age or younger;
    - High quality home visiting programs based on researched models of best practice;
    - Services to child victims of crime.

Use of Funds

Funding priority given to private, nonprofit agencies with programs that serve the needs of children at risk of abuse or neglect and that have demonstrated effectiveness in prevention or intervention. COUNTY will monitor the projects that are funded by CAPIT. Services may include, but are not limited to:

- Day care
- Respite services
- Transportation
- Mental health services
- Home visiting programs
- Parent education and support programs
- Domestic violence services
- Disability services
- Early developmental screening and assessment, and
- Counseling services.

No more than 10% of the funds may be used for administrative costs. Administrative costs (i.e. indirect) costs are defined as:

- "Costs incurred for common or joint objectives that cannot be identified specifically with a particular project, program or organizational activity. Depreciation, software, and office equipment are examples of administrative costs.
- Allowable costs that would not have been incurred had it not been for the program are direct program costs, not administrative (e.g. program personnel, training, supplies, travel)

COUNTY is required to demonstrate the program requirements are identified and met in the County Self-Assessment (CSA) and System Improvement Plan (SIP) components of the California Child and Family Services Review (C-CFSR) and the CAPIT/CBCAP/PSSF annual reporting process. CONTRACTOR is required to demonstrate the existence of a ten percent (10%) cash or in-kind match (other than funding provided by the CDSS) which will support the goals of child abuse and neglect prevention and intervention.

COUNTY will also require CONTRACTOR to accurately document direct services to client as outlined under any of the CAPIT components using a form, developed by the CONTRACTOR that documents the client served, date of service, location of service, direct cost of services (i.e. receipts for concrete supports, fuel, mileage, etc.) and duration of service. Attachment F is a sample of the Direct Service form. The form must be signed by the CONTRACTOR (or employee of CONTRACTOR) and the client in order to be considered valid. COUNTY will reimburse CONTRACTOR upon receipt of invoices with attached, described documentation. The COUNTY will require CONTRACTOR to provide, on a quarterly basis, a report of outcomes achieved as they relate to A., B., and C. above.

CHILD WELFARE SERVICES OUTCOME IMPROVEMENT PROGRAM (CWSOIP) - $20,983.54

The CWSOIP funds are intended to support county efforts to improve AB636 outcomes for children by providing counties with additional resources for activities such as: implementing new procedures, providing special training to staff or caregivers, purchasing services to meet unmet needs, conducting focused/targeted recruitment of caregivers or improving coordination between public and/or private agencies or any other activity that addresses AB636 outcomes a county has identified as needing improvement.

CONTRACTOR has proposed the development of an after school program uniquely suited to Sierra County's rural community. The CONTRACTOR seeks to build the program based on three critical factors common to successful programs:

- Access and sustainability
- Quality programming and staffing
- Promotion of strong partnerships

The COUNTY is allocating $20,983.54 of CWSOIP funds for program development. CONTRACTOR will attach supporting documentation in the form of completed surveys, time study documents clearly outlining CONTRACTOR activity specifically related to the development of the after school program to their invoices. COUNTY will reimburse CONTRACTOR upon receipt and approval of invoice.

CONTRACTOR must demonstrate program viability and potential sustainability by the end of the contract period. Viability and potential sustainability will be evaluated by the COUNTY based on the following:

- Parent surveys documenting measurable improvement in the student's homework or other related goals determined in the development of the program
- Teacher surveys documenting measurable improvement in classroom related goals determined in the development of the program
- Student survey - this survey shall contain a section documenting growth the student feels they have achieved due to participation in the after school program.

These surveys shall be completed after April 1, 2020 and turned into the COUNTY for evaluation no later than June 1, 2020.

If the program is determined to be successful with measurable outcomes, the COUNTY will allocate an additional year of funding to enable CONTRACTOR to fully launch the program. Please see Attachment B for a full description of the proposed program.

PROMOTING SAFE AND STABLE FAMILIES (PSSF) - $4,000

Target Population:

- Vulnerable families with children that are at risk of abuse or neglect
- Families that have one or more risk factors
- Families that have already demonstrated the need for intervention and have open child welfare cases.

PSSF funds will be allocated to the following PSSF service components:

Family Preservation

The objective of Family Preservation is to prevent maltreatment among families through the provision of community-based, supportive family services designed to help families (including adoptive and extended) at risk or in crisis.

- **Allowable Services and Activities:**
  - Follow-up care to families to whom a child has been returned after foster placement
  - Respite care (to children) for temporary relief for parents and other caregivers (including foster parents)
  - Services designed to improve parenting skills with respect to matters such as child

development, family budgeting, coping with stress, health and nutrition
    - Infant safe haven programs to provide a way for a parent to safely relinquish a newborn infant pursuant to state law (i.e. Safely Surrendered Babies)
    - Examples of services include, but are not limited to:
        - Basic needs, concrete supports
        - Temporary Child Care
        - Differential Response
        - Domestic violence services
        - Early childhood services
        - Home visits (for parents with children ages 0-5)
        - Youth programs

Community Based Family Support Services

The objective of the Community Based Family Support Services component is to assure children's safety within the home and to preserve intact families in which children have been maltreated.

- **Allowable Services and Activities:**
    - Services that promote the safety and well-being of children and families.
    - Services that increase the strength and stability of families (including adoptive, foster and extended families)
    - Services that increase parents' confidence and competence in their parenting abilities
    - Services that afford children a safe, stable and supportive family environment
    - Services that strengthen parental relationships and promote happy marriages
    - Examples of services include, but are not limited to:
        - Basic needs, concrete supports
        - Temporary Child Care
        - Differential Response
        - Domestic violence services
        - Early childhood services
        - Home visits (for parents with children ages 0-5)
        - Youth programs

Adoption Promotion and Support Services

The objective of Adoption Promotion and Support Services is to support adoptive families by providing services necessary for them to make a lifetime commitment to children. Services and activities are designed to encourage more adoptions out of the foster care system, when adoptions promote the best interests of children, including such activities designed to expedite the adoption process and support adoptive families.

- **Target population**
    - Current dependents in the foster care system with a case plan of adoption
    - Children whom have had a finalized adoption and their adoption families
    - Families exploring adoption
- **Allowable Services and Activities:**
    - Pre and post-adoptive services designed to support adoptive families so they can make a lifetime commitment to their children
    - Activities designed to expedite the adoption process and support adoptive families
    - Examples of services include, but are not limited to:
        - Adoptive parent recruitment
        - Basic needs, concrete supports
        - Child care
        - Financial literacy education
        - Health services
        - Livescan fees
        - Parenting education
        - Peer support

- Respite care
- Transportation
- Youth programs

:

Use of Funds

A minimum of twenty-seven percent (27%) of the allocated funding must be spent in each of the three components in order for the COUNTY to meet the federal funding requirements of PSSF. The remaining 19% of funds may be used in any of the three components, less $400.00 that can be used for administrative costs if so desired.

No more than 10% of the funds ($400.00) may be used for administrative costs. Administrative costs (i.e. indirect) costs are defined as:

- "Costs incurred for common or joint objectives that cannot be identified specifically with a particular project, program or organizational activity. Depreciation, software, and office equipment are examples of administrative costs.
- Allowable costs that would not have been incurred had it not been for the program are direct program costs, not administrative (e.g. program personnel, training, supplies, travel)

COUNTY will also require CONTRACTOR to accurately document direct services to client as outlined under any of the three PSSF components using a form, developed by the CONTRACTOR that documents the client served, date of service, location of service, direct cost of services (i.e. receipts for concrete supports, fuel, mileage, etc.) and duration of service. Attachment F is a sample of the Direct Service form. The form must be signed by the CONTRACTOR (or employee of CONTRACTOR) and the client in order to be considered valid. COUNTY will reimburse CONTRACTOR upon receipt of invoices with attached, described documentation. The COUNTY will require CONTRACTOR to provide, on a quarterly basis, a report of outcomes achieved as they relate to each area's purpose described in this section

A.2. TIME SERVICES RENDERED.

Work will begin immediately upon execution of this Agreement by the COUNTY. Thereafter, CONTRACTOR shall perform services in a diligent and timely manner.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY.

The COUNTY shall be available for guidance to the CONTRACTOR as needed.

Sierra County Child Abuse Council – Family Resource
Center Child Abuse Prevention Scope of Work Matrix

COMMUNITY BASED CHILD ABUSE PREVENTION (CBCAP)	
Outcome 1 - supporting community based efforts to develop, operate, expand, enhance and coordinate initiatives, programs and activities to prevent child abuse and neglect.	
Strategies	
Family Case Management 1. Provide assessment, support, resource and referral customized to meet the needs of at-risk families. 2. Access assistance for emergency needs such as rental assistance, utility assistance, gas vouchers, food, transportation, public assistance, 3. Access assistance to basic needs such as food, clothing, diapers	Parenting Support Services 1. For families with children over 5 yrs of age, provide bike helmets and car seats with instruction from car seat technician for installation, utilization and safety. 2. For families with special needs children over 3 yrs of age, provide parent/caregiver education, activities, and peer support opportunities. 3. Provide supervised visitation for families involved with the court system and/or Children and Family Services. 4. Provide parents with basic education one-on-one or in groups for adult literacy, English as a second language, citizenship, and GED. 5. Parenting classes provided one-on-one or in group using evidence based curriculums such as 123 Magic, and Parenting Wisely. 6. Provide space for families to make phone calls, send/receive faxes, use the computer/printer, and borrow library books.
Outcome Measures	
Demographics and numbers served Goods and/or services provided Retention rates Pre and Post surveys to evaluate knowledge acquired, client experience, attitudes and satisfaction	
Supported Community Efforts and Collaboration	

1. Resources, Advocacy, and Assistance Information Network, Lassen County Office of Education, Lassen County Child and Family Resources, Alta Regional Centers, Sierra Nevada Children's Services, Sierra County of Education, Family Empowerment Center, FREED. 2. Social Services, Salvation Army, Community Action, FEMA, REACH, Angel Wings. 3. Social Services, Food Bank of Northern Nevada, Local Churches,	1. First 5 Sierra, Public Health 2. Resources, Advocacy, and Assistance Information Network, Lassen County Office of Education, Lassen County Child and Family Resources. Alta Regional Centers, Sierra Nevada Children's Services, Sierra County of Education, Family Empowerment Center, FREED 3. Judicial, Probation, Social Services 4. Social Services 5. Social Services, Behavioral Health,

Outcome 2 – supporting the coordination of resources and activities to better strengthen and support families to reduce the likelihood of child abuse and neglect.	
Strategies	
Community Outreach	Sierra County Child Abuse Council
1. Provide community education on topics that promote child abuse prevention strategies such as parenting resources and healthy families on a monthly basis using speaking engagements, attending stakeholder meetings and print media. 2. Provide community outreach recruitment to increase participation in parenting and youth programming by proactively attending community events, utilizing social and print media, presenting to local organizations/agencies on a monthly basis. 3. Serve as the lead agency to promote April as National Child Abuse Prevention Awareness Month and Month of the Young Child by providing youth, parent and community activities – coloring contest, FRC open house, community leader award luncheon, BOS presentation, flag ceremony and blue pinwheel/ribbon campaign. 4. Participate in the planning and coordination efforts for the Sierra County Family Fun Fest in order to increase Family Resource presence in the community.	1. The council is a 501(c)3 organization with diverse health and human services and community representation. Meetings are held 10 times a year to plan and support community outreach efforts, provide council education/training and share agency updates and activities. 2. Director will work with the Sierra Thrives and local Aces Aware initiatives, Innovative Partnerships, the Plumas-Sierra Continuum of Care, and the Juvenile Justice Coordinating Council. 3. Director will work with the Tahoe Truckee Community Foundation to do some shadowing with their Family Resource Center to learn and explore partnering opportunities.
Outcome Measures	
Presentation and media materials utilized Attendance and audience demographics and numbers Meeting agendas and notes Photos	

Coordination of Resources	
1. Sierra Plumas Joint Unified School District, Sierra County Office of Education, First 5 Sierra, Sierra Nevada Children's Services, Community Collaborative of the Tahoe Truckee Community Foundation, California Association of Family Resource Centers, Northern Sierra Opioid Safety Coalition, NorCal Continuum of Care, Sierra County Social Services, Sierra County Behavioral Health, and the Wellness Center.	1. Sierra County Supervisor, Health and Human Services, Victim Witness retired Director, retired Probation Agent, Sierra SAFE DV Coalition, Public Health, Behavioral Health.

Outcome 3 – Fostering an understanding, appreciation and knowledge of diverse populations in order to be effective in preventing and treating child abuse and neglect.
Strategies
1. All programming is available in both English and Spanish in a variety of formats to meet families' individual needs 2. Service access will be increased by providing services a minimum of one day a week in western Sierra County locations. 3. Provide targeted outreach to the isolated families in the outlying areas of the county by traveling to those communities with leaders in those communities a minimum of 4 times per year. 4. Attend social media training in order to explore non-traditional means of public outreach and improve social media presence
Outcome Measures
Demographics and numbers served Travel/activity log Training log

Child Abuse Prevention and Intervention Treatment – CAPIT
CAPIT funds are used to serve our highest at-risk children and families, including those being served and/or referred by Children and Family Services
Strategies
1. All of the CBCAP programming 2. Customized Intensive Case Management designed to meet the needs of each family which can include assisting families to engage with other service providers with transportation, scheduling and coaching.
Outcome Measures
Demographics and numbers served Retention rates Pre and Post surveys to evaluate knowledge acquired, client experience, attitudes and satisfaction Case file documentation

Child Welfare Services Outcome Improvement Plan – CWSIOP
Outcome 1 – build teamwork skills, improve critical thinking skills, develop social and conflict resolution skills
Strategies
1. Expand afterschool programming by: * Serving preschool through grade 12 * Emphasizing activities to promote children's social and emotional development * Survey parents, SPJUSD, teachers and paraprofessionals to learn how we can better support families who are not engaged in distance learning, so that we can help children remain connected to their communities and schools, whether or not they are physically at school.
Outcome Measures
Demographics and numbers served for each session Retention rates Pre and Post surveys to evaluate knowledge acquired, client experience, attitudes and satisfaction Photos Presentation and media materials utilized Meeting notes

Promoting Safe and Stable Families – PSSF
PSSF funds are used to serve direct concrete services to resource families, foster children and families, adoptive and pre-adoptive families, families seeking guardianship, and extended families of children at risk of child abuse and neglect.
Strategies

1 .All of the CBCAP programming 2. Customized Intensive Case Management designed to support families' access to the court and legal services 3. Individualized parenting programming 4. Coordinate with Environmental Alternatives and Mountain Circle FFAs. 5. Provide clothing, toiletries and school supplies 6. Provide targeted outreach recruitment of foster families and adoptive families through attendance of family events, social and print media as well as one-on-one and/or discussions. Efforts will be coordinated with Environmental Alternatives and Mountain Circle FFAs.
Outcome Measures
Demographics and numbers served Goods and/or services provided Retention rates Case file documentation Pre and Post surveys to evaluate knowledge acquired, client experience, attitudes and satisfaction Presentation and media materials utilized Attendance and audience demographics and numbers Meeting notes

ATTACHMENT C
PAYMENT

COUNTY shall pay CONTRACTOR as follows:

C.1 BASE CONTRACT FEE

CBCAP - $30,000

The CONTRACTOR will develop a cost structure for invoicing the Evidence Based or Evidenced Informed Programs and Practices using CBCAP funding. Attachment F is a sample of a Cost Justification Worksheet and is available electronically from the COUNTY upon request. The COUNTY will reimburse CONTRACTOR upon receipt of invoice with attached cost justification and copies of sign in sheets (or similar) documenting families served under the guidelines of CBCAP as outlined above. COUNTY will adjust the invoice if a family receiving services is identified as CWS. CWS families served in the above allowable activities should be invoiced under CAPIT or PSSF rather than CBCAP.

CONTRACTOR shall invoice the COUNTY annually, upon notification of fund availability for CBCAP services as outlined in Attachment A. The invoice shall be addressed to Sierra County Social Services and will clearly state which CBCAP services were provided and the amount expended for those specific services no later than June 1, 2017. COUNTY will reimburse CONTRACTOR upon receipt and approval of invoice. Payment for services shall not exceed Thirty thousand dollars and no/cents ($30,000). CONTRACTOR will maintain supporting documentation of the invoice in the event of an audit.

CAPIT - $24,523

The CONTRACTOR will develop a cost structure for invoicing the Evidence Based or Evidence Informed programs cost of direct services provided to clients under CAPIT guidelines outlined in Attachment A. Attachment F is a sample of a Cost Justification Worksheet and is available electronically from the COUNTY upon request. The COUNTY will reimburse CONTRACTOR upon receipt of invoice with attached cost justification and copies of sing in sheets (or similar) document families served with programs funded by CAPIT.

CONTRACTOR shall invoice the COUNTY on either a monthly or quarterly basis for CAPIT services as outlined in Attachment A. The invoice shall be addressed to Sierra County Social Services and will clearly state which CAPIT services were provided and the amount expended for those specific services. COUNTY will reimburse CONTRACTOR upon receipt of invoice. Payment for services shall not exceed Twenty-Four Thousand Five Hundred twenty-three dollars and no cents ($24,523.00). CONTRACTOR shall make a cash or in-kind match from non-State funds in an amount equal to or in excess of 10% of the total funds granted. CONTRACTOR must be able to document match upon request. CONTRACTOR will maintain supporting documentation of activities in the event of an audit.

CWSOIP - $20,983.54

CONTRACTOR will invoice COUNTY on either a monthly or quarterly basis for CWSOIP expenditures as described in Attachment A. The invoice shall be addressed to Sierra County Social Services. COUNTY will reimburse CONTRACTOR upon receipt and approval of invoice. Total payment to CONTRACTOR shall not exceed Twenty Thousand Nine Hundred Eighty-Three Dollars and no cents ($20,983.54).

CONTRACTOR will maintain supporting documentation of the invoice in the event of an audit.

PSSF - $4,000

The CONTRACTOR will develop a cost structure for invoicing the cost of services provided to clients under the PSSF guidelines outlined in Attachment A. Attachment F is a sample of a Cost Justification Worksheet and is available electronically from the COUNTY upon request. The COUNTY will reimburse CONTRACTOR upon receipt of invoice with attached cost justification and copies of sign in sheets (or similar) documenting families served with programs funded by PSSF as outlined Attachment A.

CONTRACTOR will invoice COUNTY on either a monthly or quarterly basis for PSSF services as outlined in Attachment A. The invoice shall be addressed to Sierra County Social Services and shall clearly state which PSSF services were provided and the amount expended for those specific services. COUNTY will reimburse CONTRACTOR upon receipt and approval of invoice. Payment for services shall not exceed Four Thousand dollars and no cents ($4,000.00). CONTRACTOR is not required to provide a match for PSSF. CONTRACTOR will maintain supporting documentation of the invoices in the event of an audit.

County Children's Trust Fund - $99

The COUNTY will reimburse CONTRACTOR for promotional expenditures intended to create public awareness of services available for the prevention of child abuse and neglect. Invoice shall be addressed to Sierra County Social Services. CONTRACTOR will maintain supporting documentation of the invoice in the event of an audit.

C.2 MILEAGE N/A

C.3 TRAVEL COSTS N/A

C.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.

C.5 SPECIAL CIRCUMSTANCES N/A

C.6 MAXIMUM CONTRACT AMOUNT

The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

C.1	Base Contract Fee	$79,605.54
C.2	Mileage	0
C.3	Travel Costs	0
C.4	Authorization Required	0
C.5	Special Circumstances	0
MAXIMUM CONTRACT AMOUNT		**$79,605.54**

ATTACHMENT D
ADDITIONAL PROVISIONS

1. CONTRACTOR shall not supplant any Federal, State or County funds intended for the purposes of this Agreement with any funds made available under this Agreement. Contractor shall not claim reimbursement from County for, or apply sums received from County with respect of that portion of its obligations which have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining State funds under any State program or County funds under any County programs without prior written approval of Administrator.

2. Contractor shall complete a Cost Report within thirty (30) days after the termination of this agreement which shall be the final financial and statistical report submitted by Contractor to Administrator.

3. All items purchased with funds provided under this Agreement which has a single unit cost of at least one hundred dollars ($100.00) including sales tax and have a useful life of more than one year shall be considered capital equipment. Title to all items of capital equipment will remain in the State of California. If the equipment is used for activities besides those required for this Agreement, costs must be prorated accordingly. Upon the termination of this Agreement, Contractor shall immediately return any items of capital equipment to the State or its representatives, or dispose of them in accordance with the directions of the State Department of Social Services (SDSS).

4. CONTRACTOR agrees to maintain all records pertaining to service delivery and fiscal and administrative control for three (3) years after final payment has been made. Upon request, the CONTRACTOR shall make these records available within to the authorized county, state and federal personnel.

5. CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this contract report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165(k). Each employee, volunteer, consultant, subcontractor or agent must sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and will comply with the provisions of the code section.

6. Persons who serve on a multi-disciplinary team will conform to all applicable county procedures and state and federal law regarding the disclosure of information relevant to the services provided to any person(s) under the terms of this Agreement.

ATTACHMENT E
GENERAL PROVISIONS

E.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:

E.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

E .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.

E.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.

E.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.

E.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.

E.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.

E.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.

E.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.

E.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.

E.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.

E.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.

E.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.

E.5 INSURANCE.

E.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.

X E.**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.

__ E.**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).

X E.**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.

X E.**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*.

E.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

E.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.

E.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.

E.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.

E.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

E.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.

E.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.

E.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.

E.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.

E.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.

E.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.

E.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.

E.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.

E.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.

E.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.

E.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:

E.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.

E.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.

E.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.

E.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.

E.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.

E.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.

E.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.

E.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.

E.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.

E.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.

E.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

E.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.

E.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

E.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

E.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.

E.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.

E.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.

E.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.

E.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.

E.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.

E.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.

E.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.

E.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

E.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.

E.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.

E.34 CONFLICT OF INTEREST.

E.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.

E.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.

E.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.

E.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.

E.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.

E.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).

E.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 1019
Loyalton, CA 96118

With a copy to:
County Counsel
County of Sierra
Post Office Drawn D
Downieville, CA 95936

If to "CONTRACTOR":
Sierra County Child Abuse Council
P.O. Box 1016
Loyalton, CA 96118

Cost Justification Worksheet
Program:

Personnel Expense

I. Salary

Position/Title	Employee Name	Full Time Equivalent	Monthly Salary	Annual Salary	In-Kind Match
				$0	
				$0	
				$0	
Total Salaries				$0	$0

II. Benefits

Position/Title	Benefit Type	Full Time Equivalent	Monthly Rate	Annual Rate	In-Kind Match
				$0	$0
				$0	$0
				$0	$0
Total Benefits				$0	$0

Grand Total - Personnel	**$0**	**$0**

Operating Expense

Expense	Methodology	Program	In-Kind Match
Insurance			
Postage			
Supplies			
Communications			
Utilities			
Rent			
Total Operating Expense		**$0**	

Subcontractors

Indirect

	Departmental administrative costs, including contract, policy and procedural administration.		

Direct

	Direct costs associated with services delivered to clients; utility aid, gas cards, household supplies, etc.		

Total Program Cost		$0	$0
		Est. Service Units	**Cost per Service Unit**
Cost per Service Unit	Total annual amount divided by 12 months, divided by number of clients/families served.		#DIV/0!

SIERRA COUNTY

Business Associates Agreement

This Agreement is entered into this 1st day of July 2020 by and between the County of Sierra doing business by and through the Sierra County Department of Health and Human Services (collectively referred to herein as the "County" and Sierra County Child Abuse Council.(referred to herein as the "Business Associate")

Recitals

WHEREAS, County has heretofore or contemporaneously with the execution of this Agreement entered into an Agreement for Professional Services)the "Professional Services Agreement") whereby Business Associate provides certain services to County and its clients and citizens which involves the access and use of certain information pertaining to individuals which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-101 (referred to herein as "HIPAA") and the regulations adopted pursuant to the Act; and

WHEREAS, pursuant to the Professional Services Agreement County will make available and/or transfer to Business Associate, and/or Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the County; and

WHEREAS, such information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including without limitation, 45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 – 1320d-8] and the terms of this Agreement, or more stringent provisions of the law of the State of California.

NOW THEREFORE, In consideration of the obligations, benefits and compensation provided to Business Associate under the provisions of the Professional Services Agreement and in order to ensure that said Agreement remains valid and complies with HIPAA, the parties agree as follows:

1. As used herein and with reference to the obligations under HIPAA, Protected Health Information ("PHI") shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials of any nature or form, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall include but not be limited to individually identifiable information received from or on behalf of the County as more fully defined in 45 CFR § 164.501, and any amendments thereto.

2. County shall provide to Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.

3. Business Associate agrees that it shall not receive, create, use or disclose PHI except as follows:

   a. (1) solely for meeting its obligations as set forth in the Professional Services Agreement and any other agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;

   b. If necessary for the proper management and administration of Business Associate or to

carry out legal responsibilities of Business Associate, PHI may only be disclosed to another person/entity for such purposes if:

- Disclosure is required by law; or
- Where Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
- Person agrees to notify Business Associate of any breaches of confidentiality;

c. To permit Business Associate to provide data aggregation services relating to the health care operations of the County.

4. Business Associate and County agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.

5. Business Associate will establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI.

6. Business Associate agrees that it shall immediately report to County any unauthorized uses/disclosures of which it becomes aware, and shall take all reasonable steps to mitigate the potentially harmful effects of such breach.

7. Business Associate hereby indemnifies County and agrees to hold County harmless from and against any and all losses, expense, damage or injury that County may sustain as a result of, or arising out of, Business Associate's or its agent's or subAgreementor's, unauthorized use or disclosure of PHI.

8. Business Associate shall carry comprehensive general liability insurance.

9. Business Associate shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents, and shall give prior notice to County of any subcontractors or agents who are to be given access to PHI.

10. Business Associate shall make all PHI and related information in its possession available as follows:

a. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524 and any subsequent amendments to the regulations;

b. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to account for disclosures of PHI in accordance with 45 CFR § 164.528 and any subsequent amendments to the regulations.

11. Business Associate shall make PHI available to County to fulfill County's obligation to amend PHI and related information in accordance with 45 CFR §164.526, and shall, as directed by County, incorporate any amendments or related statements into the information held by Business Associate and any subcontractors or agents.

12. Business Associate agrees to make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of County available to the U.S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the privacy regulations, and any amendments thereto.

13. Upon termination of this Agreement, Business Associate agrees, at the option of County, to return or destroy all PHI created or received from or on behalf of County. Business Associate agrees that it will not retain any copies of PHI except as required by law. If PHI is destroyed, Business Associate agrees to provide County with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, Business Associate agrees to extend the protections of this Agreement to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.

14. The PHI and any related information created or received from or on behalf of County is and shall remain the property of the County. Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.

15. Notwithstanding anything in this Agreement to the contrary, County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties if County determines that Business Associate has violated any material term of this Agreement. If County reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, County gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to County that it will no breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties. In the event of termination as described in this Paragraph, County shall have the right to contract for replacement service through another entity or provider, with Business Associate responsible for paying any difference in cost.

16. Notwithstanding any rights or remedies under this Agreement or provided by law, County retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Business Associate, any of its subcontractors or agents, or any third party who has received PHI from Business Associate.

17. This Agreement shall be binding on the parties and their successor, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

18. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.

19. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.

20. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To County: County Of Sierra
Department of Health and Human Services
P.O. Box 1019
Loyalton, CA 96118

To Contractor: Sierra County Child Abuse Council
P.O. Box 1016
Loyalton, CA 96118

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"

COUNTY OF SIERRA

_____
Jim Beard, Chair
Sierra County Board of Supervisors

"CONTRACTOR"

_____
Tammy Muldoon, Director

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: August 4, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Professional Services Agreement between Toddler Towers, Inc. and Sierra County Social Services

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

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515800
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $69,983.54 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: Consent Agenda Item
Date of memo: July 22, 2020
Date of Board Meeting: August 4, 2020

Requested Action: Professional Services Agreement between Toddler Towers, Inc. and Sierra County Social Services

Mandated by: The CAPIT programs were established by Assembly Bill 1733 (Welfare and Institution Code Sections 18960-18964), California Child Welfare System Improvement and Accountability Act (Assembly Bill 636)

Funding
Budgeted? Yes X No

Revenue	$69,983.54	**Social Services**
Expenses	$69,983.54	**Social Services**
Difference	0	

Background Information:
The CAPIT programs were established by Assembly Bill 1733 (Welfare and Institution Code Sections 18960-18964) with the intent that child abuse and neglect prevention and intervention programs be encouraged by the funding of community-based public and private agencies addressing needs of children at high risk of abuse or neglect and their families.

Sierra County Social Services has contracted with Toddler Towers for many years to provide high quality early childhood care and education, parent support and respite care services to serve the diversity of family needs in our community.

Potential Issues to consider:
None

Alternatives or Impacts of disapproval:
These contractual services allow Social Services to meet our California Child and Family Services Review requirements.

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 Toddler Towers, Inc. (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 Director of Sierra County Health and Social Services is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Pamela Filippini 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"	"CONTRACTOR"
COUNTY OF SIERRA	
By_____	_____
JIM BEARD, CHAIRMAN	PAMELA FILIPPINI, DIRECTOR
SIERRA COUNTY BOARD OF SUPERVISORS	TODDLER TOWER DAY CARE
ATTEST:	APPROVED AS TO FORM:
_____	_____
HEATHER FOSTER	DAVID PRENTICE
Clerk of the Board	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:

CHILD ABUSE PREVENTION AND INTERVENTION TREATMENT (CAPIT) - $56,000

The CAPIT programs were established by Assembly Bill 1733 (Welfare and Institution Code Sections 18960-18964) with the intent that child abuse and neglect prevention and intervention programs be encouraged by the funding of community-based public and private agencies addressing needs of children at high risk of abuse or neglect and their families.

Service priority is to be given to prevention programs provided through non-profit agencies, including programs that identify and provide services to isolated families, particularly those with children five years of age or younger. Services priority is also to be given to high quality home visiting programs based on best practice, services to child victims of crime, children at risk of abuse or neglect, and other children referred for services by legal, medical or social services agencies.

Projects funded by CAPIT need to clearly be related to addressing the unmet needs of children, especially those 14 years of age and under. Services for minority populations shall also be reflected in the funding of projects.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties for CAPIT funding are to be based on presenting support according to client need in the following areas:

- Day care
- Pre-school education
- Respite care
- Parent support

Priority for services shall be given to children who are at high risk, including children who are being served by the county welfare departments for being abused and neglected and other children who are referred for services by legal, medical, or social services agencies.

The CONTRACTOR will keep a record of the description of services provided, the demographics of the population served and the number of participants served. CONTRACTOR will provide to COUNTY information regarding clients served with CAPIT funds on request.

PROMOTING SAFE AND STABLE FAMILIES (PSSF) - $3,000

PSSF funding is to be used to support services to strengthen parental relationships and promote healthy marriages, to improve parenting skills and increase relationship skills within the family to prevent child abuse and neglect.

PSSF funds will be allocated to the following PSSF service components:

Family Support Services

The term "family support services" means community-based services to promote the safety and well-being of children and families designed to:

- Increase the strength and stability of families (including adoptive, foster, and extended families
- Increase parents' confidence and competence in their parental capacity
- Afford children a safe, stable and supportive family environment
- To strengthen parental relationships, promote healthy marriages, and otherwise enhance child development

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties for Family

Support Services are to be based on presenting support according to client need in the following areas:

- Day care
- Pre-school education
- Respite care
- Parent Support

Family Preservation Services

The term "family preservation services" means services designed to help children and families (including adoptive and extended families) at risk or in crisis. Services and activities may include the following:

- Pre-placement preventive services programs designed to help children at risk of foster care placement remain safely with their families.
- Service programs designed to provide follow-up care to families to whom a child has been returned after a foster care placement
- Parenting education with respect to matters such as child development, family budgeting, coping with stress, health and nutrition.
- Infant safe haven programs to provide a way for a parent to safely relinquish a newborn infant at a safe haven designated pursuant to state law (i.e. Safely Surrendered Babies).

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties for Family Preservation Services are to be based on presenting support according to client need in the following areas:

- Respite care to children to provide temporary relief for parents and other caregivers (including foster parents)
- Pre-school education

Adoption Promotion and Support Services

The term "adoption promotion and support services" means services and activities designed to ensure permanency for children through family reunification, by adoption, or by other permanent living arrangement.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties for Adoption Promotion and Support Services are to be based on presenting support according to client need in the following areas:

- Day care
- Respite care
- Adoption education services
- Parent Support

PSSF contains four components and according to the State of California, Department of Social Services, 20% of the PSSF allocation must be spent in each of the four categories. Only three of the categories are represented in this contract, Sierra County Department of Social Services would like 80% of the provided funding spent in each of the three represented categories. The remaining 20% may be spent in any of the three categories.

The CONTRACTOR will keep a record of the description of services provided, the demographics of the population served and the number of participants served. CONTRACTOR will provide to COUNTY information regarding clients served with PSSF funds on request.

CHILD WELFARE OUTCOME IMPROVEMENT PROGRAM (CWSOIP) - $10,983.54

The CWSOIP funds are intended to support county efforts to improve AB636 outcomes for children by providing counties with additional resources for activities such as: implementing new procedures, providing training to staff or caregivers, purchasing services to meet unmet needs, conducting focused/targeted recruitment of caregivers or improving coordination between public and/or private agencies or any other activity that addresses AB636 outcomes a county has identified as needing improvement.

The COUNTY is allocating $10,983.54 of CWSOIP funds to the CONTRACTOR to be used for training or purchase of Evidence Based or Evidence informed programs as deemed appropriate to enable CONTRACTOR to better serve the targeted populations within the County.

For training reimbursement CONTRACTOR shall provide to the COUNTY expense reports. Allowable expenditures are class fees, per diem not to exceed $56 per day, lodging and travel, including mileage reimbursed at the Federal rate. Supporting documentation in the form of agendas and mileage documentation (i.e. Google Maps, MapQuest) shall be included as part of the expense report.

In-service training expenses will be invoiced separately on an attendee basis. The CONTRACTOR shall provide as backup to the invoice a copy of the attendance record and the class outline or agenda.

For the purchase of Evidence Based or Evidence informed programs, CONTRACTOR shall assess programs based on suitability for the community and shall present COUNTY with an invoice or purchase agreement. COUNTY will purchase program on behalf of CONTRACTOR upon review and approval of selected program(s).

The CONTRACTOR will keep a record of the description of any services provided, demographics of the population served, the number of participants served and a record of all trainings completed during the contract period.

A.2. TIME SERVICES RENDERED.

Work will begin immediately upon execution of this Agreement by the COUNTY. Thereafter, CONTRACTOR shall perform services in a diligent and timely manner.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY.

The COUNTY shall provide direct oversight and training services to the CONTRACTOR to help design and develop a system to capture acceptable activities within the scopes of the CAPIT, PSSF and CWSOIP funding streams.

.

ATTACHMENT B
PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE

CAPIT

CONTRACTOR shall invoice the COUNTY 1/12th of the CAPIT allocation ($4,666.67) on a monthly basis. COUNTY will reimburse CONTRACTOR upon receipt of invoice. Payment for services shall not exceed Fifty-six Thousand and no cents ($56,000.00). CONTRACTOR shall make a cash or in-kind match from non-State funds in an amount equal to or in excess of 10% of the total funds granted. CONTRACTOR must be able to document match upon request. CONTRACTOR will maintain supporting documentation of activities in the event of an audit.

PSSF

CONTRACTOR will invoice COUNTY on either a monthly or quarterly basis for PSSF services as outlined in Attachment A. The invoice will clearly state which PSSF services were provided and the amount expended for those specific services. PSSF services will not exceed Three Thousand Dollars and no cents ($3,000). CONTRACTOR is not required to provide a match for PSSF. CONTRACTOR will maintain supporting documentation of invoices in the event of an audit.

CWSOIP

CONTRACTOR shall provide to COUNTY expense reports for the reimbursement of training activities. COUNTY will reimburse CONTRACTOR upon receipt of expense reports. Expense report documentation shall include receipts, agendas and/or other supporting documentation acquired at the training. COUNTY will purchase Evidence Based or Evidence Informed programs on behalf of CONTRACTOR. Payment for training and purchase of programs shall not exceed Ten Thousand Nine Hundred Eighty Three dollars and Fifty-Four cents ($10,983.54).

In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed $59,983.54 without an amendment to this Agreement approved by the Sierra County Board of Supervisors.

B.2 MILEAGE N/A

B.3 TRAVEL COSTS. N/A

B.4 AUTHORIZATION REQUIRED

Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended in writing by both parties in advance of performing additional services.

B.5 SPECIAL CIRCUMSTANCES 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	$ 69,983.54
B.2	Mileage	0.00
B.3	Travel Costs	0.00
B.4	Authorization Required	0.00
B.5	Special Circumstances	0.00
MAXIMUM CONTRACT AMOUNT		$ 69,983.54

ATTACHMENT C

ADDITIONAL PROVISIONS

1. CONTRACTOR shall not supplant any Federal, State or County funds intended for the purposes of this Agreement with any funds made available under this Agreement. Contractor shall not claim reimbursement from County for, or apply sums received from County with respect of that portion of its obligations which have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining State funds under any State program or County funds under any County programs without prior written approval of Administrator.

2. Contractor shall complete a Cost Report within thirty (30) days after the termination of this agreement which shall be the final financial and statistical report submitted by Contractor to Administrator.

3. All items purchased with funds provided under this Agreement which has a single unit cost of at least one hundred dollars ($100.00) including sales tax and have a useful life of more than one year shall be considered capital equipment. Title to all items of capital equipment will remain in the State of California. If the equipment is used for activities besides those required for this Agreement, costs must be prorated accordingly. Upon the termination of this Agreement, Contractor shall immediately return any items of capital equipment to the State or its representatives, or dispose of them in accordance with the directions of the State Department of Social Services (SDSS).

4. CONTRACTOR agrees to maintain all records pertaining to service delivery and fiscal and administrative control for three (3) years after final payment has been made. Upon request, the CONTRACTOR shall make these records available within to the authorized county, state and federal personnel.

5. CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this contract report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165(k). Each employee, volunteer, consultant, subcontractor or agent must sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and will comply with the provisions of the code section.

6. Persons who serve on a multi-disciplinary team will conform to all applicable county procedures and state and federal law regarding the disclosure of information relevant to the services provided to any person(s) under the terms of this Agreement.

ATTACHMENT D
GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8 The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations

applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

_X_ **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).

_X_ **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.

_X_ **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, Photostatting, photographing, computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed One Thousand Dollars ($1,000). Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and

attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.19 MINOR AUDITOR REVISION. In the event the Sierra County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.20 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.24 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.25 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.26 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.27 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or

provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.28 VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Sierra, State of California.

D.29 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms nor 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 will present to the COUNTY within thirty (30) days after execution of this Agreement, 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 1019
Loyalton, CA 96118

With a copy to:
County Counsel
County of Sierra
Post Office Drawn D
Downieville, CA 95936

If to "CONTRACTOR":
Toddler Towers aka Sierra Kids
P.O. Box 402
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 Toddler Towers, Inc.(referred to herein as the "Business Associate")

Recitals

WHEREAS, County has heretofore or contemporaneously with the execution of this Agreement entered into an Agreement for Professional Services)the "Professional Services Agreement") whereby Business Associate provides certain services to County and its clients and citizens which involves the access and use of certain information pertaining to individuals which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-101 (referred to herein as "HIPAA") and the regulations adopted pursuant to the Act; and

WHEREAS, pursuant to the Professional Services Agreement County will make available and/or transfer to Business Associate, and/or Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the County; and

WHEREAS, such information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including without limitation, 45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 – 1320d-8] and the terms of this Agreement, or more stringent provisions of the law of the State of California.

NOW THEREFORE, In consideration of the obligations, benefits and compensation provided to Business Associate under the provisions of the Professional Services Agreement and in order to ensure that said Agreement remains valid and complies with HIPAA, the parties agree as follows:

1. As used herein and with reference to the obligations under HIPAA, Protected Health Information ("PHI") shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials of any nature or form, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall include but not be limited to individually identifiable information received from or on behalf of the County as more fully defined in 45 CFR § 164.501, and any amendments thereto.

2. County shall provide to Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.

3. Business Associate agrees that it shall not receive, create, use or disclose PHI except as follows:

   a. (1)solely for meeting its obligations as set forth in the Professional Services Agreement and any other agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;

   b. If necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, PHI may only be disclosed to another

person/entity for such purposes if:

- Disclosure is required by law; or
- Where Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
- Person agrees to notify Business Associate of any breaches of confidentiality;

c. To permit Business Associate to provide data aggregation services relating to the health care operations of the County.

4. Business Associate and County agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.

5. Business Associate will establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI.

6. Business Associate agrees that it shall immediately report to County any unauthorized uses/disclosures of which it becomes aware, and shall take all reasonable steps to mitigate the potentially harmful effects of such breach.

7. Business Associate hereby indemnifies County and agrees to hold County harmless from and against any and all losses, expense, damage or injury that County may sustain as a result of, or arising out of, Business Associate's or its agent's or sub-agreement'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: Toddler Towers, Inc.
P.O. Box 402
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"

_____
Pamela Filippi, Director
Toddler Towers, Inc.

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: August 4, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Resolution Approving the Training/Consultation Agreement between Victor Training Services and Sierra County Behavioral Health and Authorizing the Behavioral Health Administrative Director to sign the Agreement

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: $11,400.00 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
Reference: Agenda Item
Date of memo: July 28, 2020
Date of Board Meeting: August 4, 2020

Requested Action: Resolution Approving the Training/Consultation Agreement between Victor Training Services and Sierra County Behavioral Health and Authorizing the Behavioral Health Administrative Director to sign the Agreement

Mandated by: State of California DMH Information Notice NO: 08-38

Funding
Budgeted? YesX No

Revenue	$11,400	**MHSA WET**
Expenses	$11,400	**MHSA WET**
Difference	0	

Background Information:
DMH Information Notice No: 08-38 indicates Therapeutic Behavioral Services (TBS) are to be provided by Mental Health Plans under the need to provide Early, Periodic, Screening, Diagnostic and Treatment Services. Sierra County Behavioral Health has attempted, with no success, to contract outside of the county to provide services to eligibility community members. To provide this required service Sierra County Behavioral Health wishes to train the Student/Parent Navigator and provide them with consultation services. Sierra County Behavioral Health will then be in a position to provide this required service.

There are no increased staff costs unless the Department experiences the case load exceeding the capacity of the activities of the Seasonal Student/Parent Navigator. Should the capacity of the current position be exceeded, any position changes/requests will be brought back to the board for further discussion and direction. This agreement cost is covered through the MHSA Plan under the Workforce, Education and Training component.

Potential Issues to consider:
At this point in time no potential issues have been identified to consider.

Alternatives or Impacts of disapproval:
Sierra County Behavioral Health will continue to be out of compliance with state Mental Health Plan requirements.

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

RESOLUTION NO. _____

IN THE MATTER OF APPROVING THE TRAINING/CONSULTATION AGREEMENT BETWEEN VICTOR TRAINING SERVICES AND SIERRA COUNTY BEHAVIORAL HEALTH AND AUTHORIZING THE BEHAVIORAL HEALTH ADMINISTRATIVE DIRECTOR TO SIGN THE AGREEMENT

WHEREAS, the Sierra County Board of Supervisors approves the Victor Training Services Agreement.

NOW THEREFORE BE IT RESOLVED, the Sierra County Board of Supervisors authorizes Lea Salas, Administrative Director of Behavioral Health, or designee, to sign the agreement.

ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 4th day of August, 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
JIM BEARD
Chairman, Board of Supervisors

_____
Date

ATTEST:

_____

HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____

DAVID PRENTICE
County Counsel

Victor Community Support Services, Inc.

VICTOR TRAINING SERVICES
TRAINING/CONSULTATION AGREEMENT

This is an agreement between **Victor Community Support Services, Inc.** and **Sierra County Children's System of Care** (client) for FY20-21 professional training/consultation services based on the information described below.

Services:
Therapeutic Behavioral Services (TBS) Training and Consultation

Date(s) and Time: TBD

Location: Victor Community Support Services, Grass Valley, CA

Subject/Title: TBS Training

Instructor/Consultant: Kelsey Baumstinger

Audio-Visual Equipment:

N/A
Victor Training Services will provide all training materials and/or handouts required for specific training topics

Compensation:

Client agrees to pay Victor Community Supports Services, Inc. $11,400 for training and consultation services:

- $1500 (2 half-day trainings at $750 per training), and
- $9900 (66 hours at $150 per hour) for consultation services.

No airfare, hotel or car rental travel costs to be incurred on this training contract. Regulatory and customary mileage reimbursement for trainer included in training rates.

Payment:

Client agrees to be invoiced on a monthly basis for all consultation hours and travel costs, if applicable. Please make all payments payable to Victor Community Support Services, Inc. Any expenses requiring reimbursement are to be paid within 30 days of Client receiving the invoice.

VICTOR TRAINING SERVICES
TRAINING/CONSULTATION AGREEMENT

Cancellation Policy:

A cancellation notice of 14 days is required for a full refund. Notice must be given via email to sstrait@victor.org. A cancellation charge of 50% of the training fee will be billed for services cancelled less than 14 days prior to scheduled training

Recording:

No audio or video recorders may be used without the prior, written agreement of Victor Community Support Services, Inc.

AGREED AND ACCEPTED:

_____ _____
Deborah Scott Date
Victor Community Support Services, Inc.

_____ _____
Lea Salas, Administrative Director Date
Sierra County Behavioral Health

Please return a copy of the signed agreement, by mail to:

Victor Community Support Services, Inc.
Attn: Sabrina Roye
1360 East Lassen Avenue
Chico, CA 95973
Or sroye@victor.org

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

MEETING DATE: August 4, 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: Tesla Energy Products Purchase Agreement-California Self-Generation Incentive Program (SGIP) for an Energy Storage System (battery backup) for the Sierra County Courthouse Complex to be installed at no cost to the county.

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

BACKGROUND INFORMATION: Tesla has offered an Energy Storage System kW/ kWh Powerpack System at no cost to Sierra County as part of the PG&E Self Generation Incentive Program which will provide a 25 hour back up generation for the courthouse complex and also serve during peak powers. This will not eliminate the backup generator, but will enhance the energy savings at Sierra County as well as provide an additional 25 hours should the backup generator fail such as happened last fall (2019).

FUNDING SOURCE: California Self-Generation Incentive Program
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $0 Net Cost 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

TESLA COMMERCIAL STORAGE

We take a long-term approach to ensure your battery energy storage system provides maximum performance, roof protection and all-weather capabilities. You have peace of mind knowing that Tesla has successfully deployed 2.5 million kilowatts of solar and 2 million kilowatt hours of energy storage around the world.

Sierra County Public Works

100 Courthouse Square, Alleghany, CA 95910

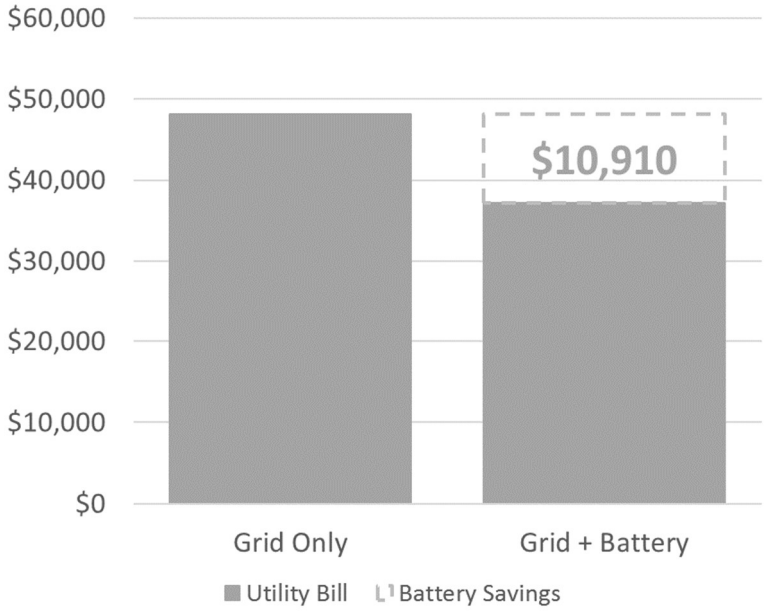
Your Tesla contact: Lee Murakami
ymurakami@tesla.com | (650) 533-4441

Battery Energy Storage System Ratings

Battery Output Rating	140 kW
Battery Size	696 kWh
Battery Value	$511,987
Total Project Cost	$0
Fully Charged Duration	25 hours
Average Duration	12 hours

Battery Energy Storage System Savings

Estimated Annual Electricity Savings



Estimated Long Term Electricity Savings

10 Year Value	$116,710
20 Year Value	$252,030

EMERGENCY BACKUP
Powers a facility when the grid goes down

PEAK SHAVING
Discharge at times of peak demand to reduce expensive demand charges

Additional Information

- We recommend that you change to PG&E tariff B-19 option S to increase your savings

Your Tesla contact: Lee Murakami
ymurakami@tesla.com | (650) 533-4441

NEXT STEPS

Project Stage

Site Survey
We will request some basic information from your site to prepare our teams for your site survey.

Permitting

We will submit permit to the appropriate regulatory agency.

Installation

We will commence installation of your new system once permit is received.

Final Inspections

Once installation is complete, we will schedule an inspection with the appropriate regulatory agency and the utility.

Permission to Operate

Your utility will grant you permission to operate your new system.

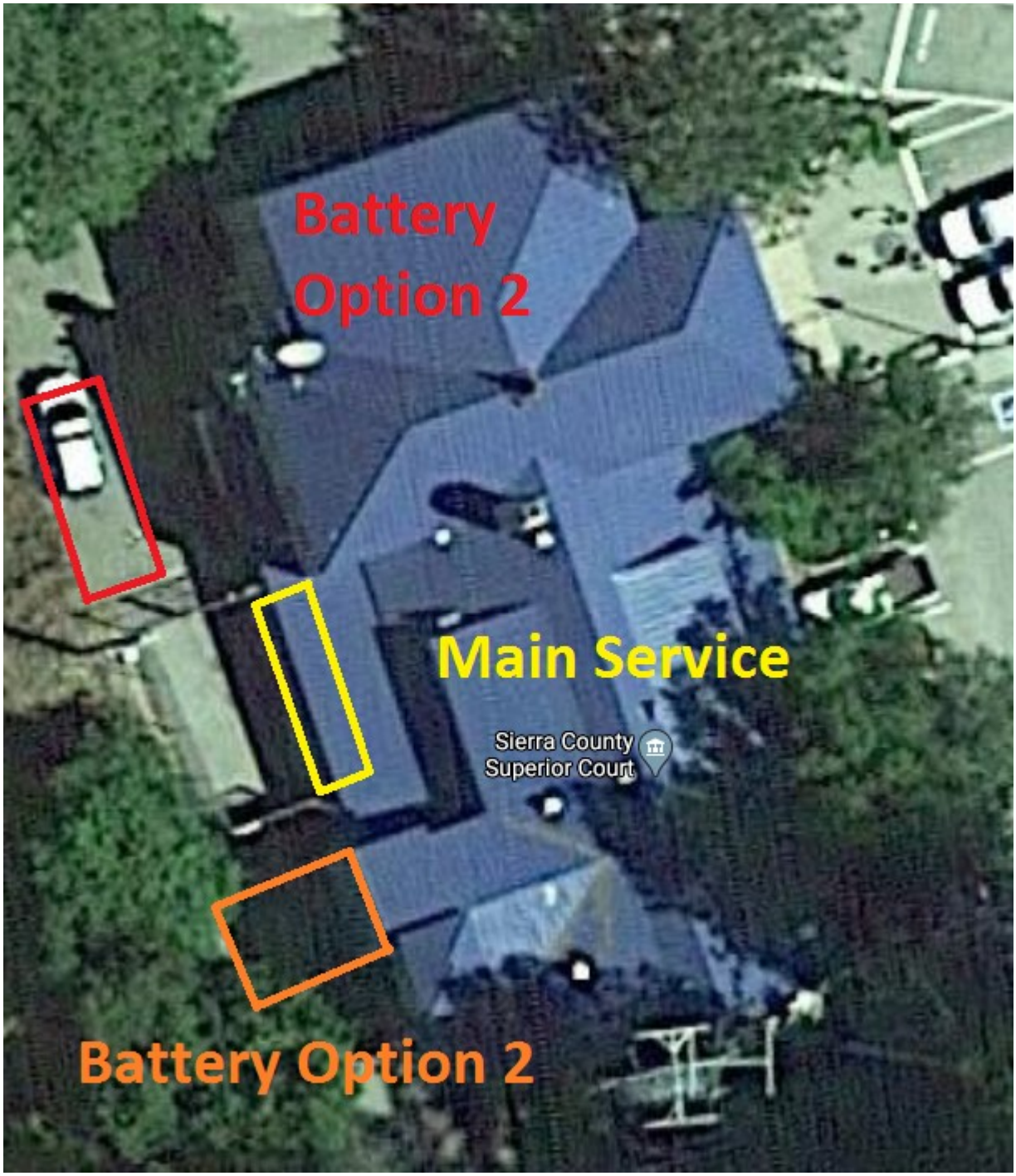
Ongoing Support

Visit Tesla's support page to learn more about your system and feel free to contact us anytime with questions.

* The proposal and contract are only valid for 30 days after Tesla issuance to the customer

Your Tesla contact: Lee Murakami
ymurakami@tesla.com | (650) 533-4441

SYSTEM LAYOUT



Your Tesla contact: Lee Murakami
ymurakami@tesla.com | (650) 533-4441

Tesla Energy Products Purchase Agreement
California Self-Generation Incentive Program (SGIP)

This "Agreement" is between Tesla, Inc. ("Tesla"), and the entity represented by you, as the signatory to this Agreement ("Buyer"). The Agreement consists of (1) the below Price Sheet and (2) the attached terms & conditions, and is effective on the date that you agree to this Agreement (by electronic acceptance, signature or e-mail).

As described in Section 2 below, as a condition of the pricing in this Agreement, Buyer must also sign a ten (10) year "Services Agreement," contemporaneously with this Agreement.

Price Sheet

Buyer information

Buyer Name: County of Sierra

Street Address: 100 Courthouse Square, Downieville, CA 95936 (JB-9598496-00)

Signatory Name:

Signatory Phone Number:

Tesla entity

Tesla, Inc. of 3500 Deer Creek Road, Palo Alto, CA 94304
888-765-2489
CA CSLB 949283

Energy Products and Contract Price

Energy Storage System	140 kW/	696 kWh Powerpack System

Product Value:	$511,987
SGIP Eligible Costs:	$736,048
Contract Price (after SGIP Incentive and discounts):	$0

Approximate Completion Date

60-180 days from the date of this Agreement

Signed by

Buyer:	Tesla, Inc.:
Your signature:	By:
Title:	Title: Sr. Director, Commercial Energy Sales
Date:	Date: July 17, 2020

Energy Products Purchase Agreement
Terms & Conditions

1. **Authorization; Representations**. By your acceptance of this Agreement (by electronic acceptance or signature), you represent and agree that you are an authorized representative of Buyer, permitted to bind Buyer in this Agreement. If applicable, you and Buyer further represent and warrant to Tesla that all financial information that you or Buyer has provided (or will provide) to Tesla is true and accurate and fairly represents Buyer's financial position as at the date it was provided. Tesla may terminate this Agreement if any of the representations in this Section 1 are incorrect.

2. **Purchase; SGIP Program.**

(a) Buyer agrees to purchase the "Products" indicated in the Price Sheet. Tesla agrees to sell Buyer the Products and install them at the address you provided in the Price Sheet (the "Site"). Notwithstanding the above, prior to installing the Products, Tesla may review Buyer's credit, and Tesla shall have the right to terminate this Agreement in its sole discretion based upon the outcome of such credit review.

(b) The Products will be financed by the California Self-Generation Incentive Program ("**SGIP**"), which provides an incentive payment to be paid over five (5) years, subject to certain conditions (the "**SGIP Incentive**"). The SGIP Incentive when assigned to Tesla as the SGIP payee permits Tesla to offer the Products at a reduced cost, or no cost to Buyer. Buyer hereby assigns the SGIP Incentive to Tesla, and releases any claim to the SGIP Incentive. Buyer agrees to cooperate with Tesla's efforts to obtain the SGIP Incentive, including signing necessary documents.

(c) As a condition of receiving pricing based upon the SGIP Incentive, Buyer agrees to notify Tesla and the SGIP program administrator, not less than ninety (90) days in advance, if Buyer intends to sell or relocate the Products within ten (10) years after the date they are installed. This obligation will survive the termination or expiration of this Agreement. Contact information for the SGIP program administrator can be found at https://www.selfgenca.com/home/contact/. Notification to Tesla should be directed to CommercialAccounts@Tesla.com.

(d) In order to enable the SGIP Incentive, Buyer is required to sign the "**Services Agreement**" contemporaneously with this Agreement. As more fully detailed therein, the Services Agreement provides for Tesla to maintain the Products for ten (10) years, and also provides that Tesla will remotely operate the Products in a manner necessary to obtain the SGIP Incentive.

3. **Contract Price.** The Price Sheet shows the price of the Products and their installation after the SGIP Incentive ("Contract Price"), and the value of the Products ("**Product Value**"). The Contract Price is charged in accordance with the Schedule of Payments on the Price Sheet, and payment is due thirty (30) days after the date of each invoice. Subject to Section 4, the Contract Price is inclusive of all taxes and permitting fees. The Contract Price does not include, and Tesla is not obligated to provide, any ongoing services in connection with the Products (including maintenance services), except as required in connection with Tesla's limited warranties in Section 12, and as separately agreed under the Services Agreement.

4. **Changes to Price Sheet.**

(a) Tesla's obligation to install the Products is conditioned on such work falling with Tesla's "Standard Scope", which assumes standard wage rates, no unforeseen site conditions, no significant upgrades to existing electrical works, interconnection fees not to exceed $1,000, and customary government costs, taxes and fees. Further information about what constitutes Tesla's Standard Scope is available upon request.

(b) Tesla has the right to update the Price Sheet if, upon further diligence regarding the Site, Tesla determines that there are conditions outside of the Standard Scope. If Buyer does not reject the updated Price Sheet within thirty (30) days and cancel this Agreement, the changes will be deemed accepted.

(c) In addition, Tesla may in its sole discretion determine that because of issues beyond the Standard Scope, or because of the unavailability of the SGIP Incentive, Tesla will not install the Products. In such case, Tesla may terminate this Agreement by notice to Buyer, and if applicable shall refund the Order Payment.

5. **Installation; Service.** Tesla will contact Buyer to perform an energy efficiency audit of the Site as required by the SGIP program, and subsequently, to schedule installation of the Products. Installation will be performed by Tesla or an affiliate or subcontractor, at Tesla's election. Tesla will commission the System in accordance with its standard practices. Buyer authorizes Tesla, or its affiliate or subcontractor, to submit on Buyer's behalf any permit or interconnection application

that is required in connection with the Products. Buyer also agrees to give Tesla, or its affiliate or subcontractor, access to the Site as scheduled so Tesla can install and service the Products. Buyer is responsible for all existing property conditions at the Site, whether known or unknown.

6. **Payment.** By entering into this Agreement, Buyer agrees to pay the Contract Price as described in the Price Sheet. Tesla may provide combined or separate invoices for each of the Products. Risk of loss shall transfer with respect to each component of the Products, upon its delivery to the Site. Title to the Products will transfer to Buyer after Tesla (i) completes installation and (ii) receives payment in full of the Contract Price (if any).

7. **Order Payment**. The Order Payment (if any) that Buyer previously paid for the Products is now non-refundable, except in the circumstances described in Section 4(c). When this Agreement becomes effective, Tesla incurs significant costs preparing to install the Products. The Order Payment is a reasonable estimate of the damages Tesla would incur if Buyer cancels its order before the Products are installed.

8. **Privacy.** The Tesla Customer Privacy Policy is part of this Agreement. You, as the authorized representative of Buyer, agree to be contacted at the phone number listed in the Price Sheet with more information or offers about Tesla products. You understand these calls or texts may use automated dialing or pre-recorded messages. This consent is not a condition of purchase. You may opt out of this consent at any time by contacting Tesla at 1-888-765-2489.

9. **Intellectual Property.** Tesla owns all intellectual property rights associated with the Products. Tesla grants Buyer a non-exclusive license to use any software embedded into the Products, only in connection with the operation of the Products.

10. **Remote Monitoring and Firmware Upgrades.**

(a) Buyer agrees that Tesla may access the Products remotely to monitor performance, perform diagnostics and upgrade firmware. This monitoring requires a high speed internet line, which Buyer must provide at Buyer's cost. If Buyer does not maintain this internet connection, Tesla cannot monitor the Products. Tesla is not responsible for any issues arising from Buyer's failure to provide an internet connection, or a failure of monitoring arising from the same.

(b) "Buyer Data" consists of the data related to the Products which Tesla makes available to Buyer via the Tesla app or any other performance monitoring provided by Tesla. Buyer Data shall be owned by Buyer. Tesla may use Buyer Data (i) to perform its obligations under this Agreement including any warranties, (ii) to improve Tesla's products and services generally (including by performing analyses on such information), and (iii) to aggregate with other data. Public disclosure of such information by Tesla is permitted if neither Buyer nor the owner or long-term occupant of the site where the Products are located (the "Site Host") could reasonably be identified from the publicly disclosed information.

(c) Any information obtained by Tesla through remote monitoring of the Products that is not Buyer Data shall be owned by Tesla ("Tesla Data"), shall be confidential information of Tesla, and shall not be required to be made available by Tesla to any person.

(d) Notwithstanding anything herein to the contrary, Tesla may disclose either Buyer Data or Tesla Data as requested or required by an applicable administrator of the SGIP program ("SGIP Administrator"), and Tesla shall not be responsible for the SGIP Administrator's use or disclosure of such data.

11. **Maintenance & Operation.** Tesla will provide Buyer with an initial copy of an applicable storage system operation and maintenance guide (as updated by Tesla from time to time, the "Manuals"). The Manuals provide Buyer with operation and maintenance instructions, answers to frequently asked questions, and service information. Buyer must cause the Products to be maintained in accordance with the Manuals (including by contracting with Tesla for maintenance services). In addition, Buyer must comply with the Manuals, to the extent the Manuals apply to Buyer's activities at the Site.

12. **Limited Warranties.** The Products and installation work are covered by the following limited warranties. **THESE ARE THE ONLY EXPRESS WARRANTIES MADE IN CONNECTION WITH THE PRODUCTS AND INSTALLATION WORK. Any other warranties, remedies and conditions, whether oral, written, statutory, express or implied (including any warranties of merchantability and fitness for purpose, and any warranties against latent or hidden defects) are expressly disclaimed. If such warranties cannot be disclaimed, Tesla limits the duration of and remedies for such warranties to the durations and remedies described below**.

Storage System	The Storage System is covered by the Tesla Limited Warranty applicable to the product and model purchased. By approving this Agreement, Buyer accepts the terms of the Tesla Limited Warranty for the applicable product, which can be obtained on our website or will be provided upon request.

	In order to maintain the Tesla Limited Warranty, maintenance on the Storage System must be performed by Tesla, a Tesla affiliate or subcontractor, or a Tesla-certified maintenance provider.
Workmanship	Tesla warrants that (a) Tesla's installation workmanship will be free from defects for 10 years from the date the Products are installed (or, in the case of main panel or structural upgrades, 1 year from the date those upgrades were performed); (b) Tesla's installation workmanship will not invalidate the applicable Tesla Limited Warranty; and (c) Tesla will not damage the Site during our installation of the Products. If Tesla breaches this workmanship warranty, Tesla will repair the defective work or damage at Tesla's cost. If Tesla cannot do this itself, Tesla will pay for someone else to do it. Such repair work shall not extend the original warranty period, but the remainder of the original warranty period shall apply to the repair work.

13. **Warranty Exclusions.** The "Workmanship" warranty above does not cover any defect caused by (1) events beyond Tesla's reasonable control, including but not limited to lightning, flood, earthquake, fire, excessive wind and other extreme weather events, accidents, abuse, misuse or negligence; (2) Buyer's failure to operate or maintain the Products in accordance with the applicable owner's manual(s); (3) strikes by balls or other objects, dirt, dust, bird excrement, animals, insects, foliage or algae growth; (4) water entering around a fitting, accessory or other material not installed by Tesla; (5) any material or equipment connected to the Products that was not installed by Tesla; or (6) someone other than Tesla installing, altering, removing, re-installing or repairing any part of the Products unless that person does so in compliance with the applicable owner's manual(s). The "Workmanship" warranty also does not cover (i) any defects in the equipment or components incorporated into Tesla's work (such as breakers, electrical panels, soft-start devices for HVAC equipment, etc.); (ii) pre-existing conditions at the Site, including but not limited to unpermitted conditions, improper electrical wiring, cracked or crumbling masonry; (iii) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance or functionality/integrity of the Products; or (iv) theft or vandalism. The warranty for the "Storage System" above is not subject to the above exclusions, but is subject to other exclusions which are described in the warranty document.

14. **IP Indemnity**.

(a) As used in this Section 14, "Representatives" means Buyer and Buyer's affiliates, and their respective directors, officers, partners, members, shareholders, agents, employees, subcontractors, successors and assigns; "Losses" means damages and liabilities, including reasonable attorneys' fees; and "Claim" means a claim, action, suit, proceedings, demand, investigation or assessment made or brought by any third party.

(b) Tesla shall indemnify, defend and hold harmless Buyer and its Representatives from any Losses arising out of any Claim alleging that the Products infringe the intellectual property rights of a third party. However, Tesla shall have no obligation to indemnify Buyer or any of its Representatives to the extent the Claim arises out of: (a) use of the Products in combination with any other products, materials or equipment not expressly authorized by Tesla; or (b) any modifications or changes made to the Products other than by Tesla. If a Claim for infringement or alleged infringement of any intellectual property rights is made, Tesla may, at its own expense, (i) modify any or all of the intellectual property rights so as to avoid the infringement or the alleged infringement; or (ii) take such other action as Tesla deems reasonable to avoid or settle such Claim.

15. **Limitation of Liability.** Tesla and Buyer shall not be liable to one another for any indirect, special or consequential damages arising out of this Agreement. To the fullest extent permitted by law, Tesla and Buyer's aggregate liability to one another under this Agreement is limited to the Product Value. This Section 15 applies, without limitation, to any liability arising out of any Site survey performed by Tesla or its affiliate or subcontractor in connection with this Agreement. This Section 15 does not apply to Buyer or Tesla's obligation to indemnify the other for third-party claims, as required under Section 14 or otherwise under applicable law.

16. **Term; Breach; Remedies.**

(a) This Agreement will continue in effect until Tesla has completed installation of the Products and received payment in full of the Contract Price, unless earlier terminated as permitted in Section 4 or this Section 16.

(b) If Tesla or Buyer is in breach of this Agreement, upon thirty (30) days prior written notice and opportunity to cure, the non-defaulting party may terminate this Agreement; and with or without terminating this Agreement, may pursue

any remedy it has under this Agreement or at law, including in Tesla's case, repossession of the Products (if title has not yet transferred) and collection of all amounts due (including those past due, which will be charged 2% interest per annum).

(c) Provisions of this Agreement which by their nature contemplate or govern performance or observance subsequent to the termination or expiration of this Agreement shall survive such termination or expiration until fully performed.

17. **Governing Law; Integration.** This Agreement is governed by the laws of the State of California. The information at the links described above is part of this Agreement. Any other terms relating to the Products that are not contained or referred to in this Agreement are not binding on Tesla or Buyer.

18. **Assignment.** Tesla may assign, sell or transfer this Agreement without Buyer's consent in connection with Tesla's financing activities, provided, that except in the case of an assignment as collateral only, the assignee shall be capable of performing (directly or indirectly) all of Tesla's obligations hereunder.

19. **Insurance**. Tesla shall maintain, at its sole cost and expense, the following insurance coverage and shall, within a reasonable time of Buyer's request, furnish to Buyer a certificate evidencing such coverage:

(a) Commercial General Liability Insurance (CGL). Tesla carries commercial general liability insurance with coverage amounts that meet or exceed those required by law.

(b) Workers' Compensation Insurance. Tesla carries workers' compensation insurance for all employees in compliance with law.

20. **Further Assurances**. Tesla and Buyer shall each at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

21. **Arbitration.** Any dispute arising from or relating to this Agreement shall first be promptly referred to the senior level management of the Parties for resolution. If Tesla and Buyer are unable to resolve any such dispute within 20 days after referral, then Tesla or Buyer may take such dispute to binding arbitration in accordance with the then-current Streamlined Arbitration Rules of the Judicial Arbitration and Mediation Services ("JAMS"). The existence, content and result of the arbitration shall be confidential and conducted by a single arbitrator in English and in Santa Clara, California, unless otherwise agreed by the Parties. Buyer and Tesla will each bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in its discretion, award reasonable costs and fees to the prevailing party. Judgment upon the award rendered in the arbitration may be entered in any court of competent jurisdiction.

Energy Products Operation and Maintenance Agreement
California Self-Generation Incentive Program (SGIP)

This "Agreement" is between Tesla, Inc. ("Tesla"), and the entity represented by you, as the signatory to this Agreement ("Buyer"). The Agreement consists of (1) the below Price Sheet and (2) the attached terms & conditions, and is effective on the date that you agree to this Agreement (by electronic acceptance, signature or e-mail) (the "Effective Date").

This Agreement accompanies a Tesla Energy Products Purchase Agreement ("Purchase Agreement"), which includes a reduced price as a result of Tesla obtaining the SGIP incentive with respect to the Products (as indicated in the Price Sheet, the "SGIP Incentive").

Price Sheet

Buyer information

Buyer Name: County of Sierra

Street Address: 100 Courthouse Square, Downieville, CA 95936 (JB-9598496-00)

Signatory Name:

Signatory Phone Number:

Tesla entity

Tesla, Inc. of 3500 Deer Creek Road, Palo Alto, CA 94304
888-765-2489
CA CSLB 949283

Products

Products installed under Energy Products Purchase Agreement dated: July 21, 2020
Products Value: $511,987
SGIP Eligible Costs: $736,048
SGIP Incentive: $628,000

Powerpack: 140kW/696kWh

Services Price

Annual price for Services:	**$0**
Extra Services	**Time-and-Materials Rate to be agreed by Buyer**

Payment Terms

Deadline for Payments:	**30 days after date of invoice**

Signed by

Buyer:	Tesla, Inc.:
Your signature:	By:
Title:	Title: Sr. Director, Commercial Energy Sales
Date:	Date: July 21, 2020

Operation and Maintenance Agreement
Terms & Conditions

1. **Authorization; Representations**. By your acceptance of this Agreement (by electronic acceptance, signature, or email), you represent and agree that you are an authorized representative of Buyer, permitted to bind Buyer in this Agreement. If applicable, you and Buyer further represent and warrant to Tesla that all financial information that you or Buyer has provided (or will provide) to Tesla is true and accurate and fairly represents Buyer's financial position as at the date it was provided. You also represent and agree that the Buyer owns or has sufficient rights to the Products in the Price Sheet, to contract for the Services. Tesla may terminate this Agreement upon notice to Buyer if any of the representations in this Section 1 are incorrect.

2. **Term; SGIP Operation and Grid Services**.

(a) This Agreement will continue in effect for ten (10) years from the date that the Products are fully installed, unless earlier terminated under Section 11 (the "Term"). The Parties agree that as of the Effective Date, the Products are intended to remain owned by Buyer and installed at the Site (as defined in Section 3) throughout the Term.

(b) During the Term, Tesla may monitor and operate (including charging and discharging) the Products, in order to comply with requirements of the SGIP Program, and to generate savings by shifting Buyer's grid electricity consumption from higher-priced times to lower-priced times, in Tesla's reasonable discretion. Buyer acknowledges that Tesla's cycling of the Products will consume some portion of the warrantied throughput of the Products; and will use electricity stored in the Products (together, "Cycling Costs"). Tesla expects that Tesla's activities described above will save significantly more than the Cycling Costs, but Tesla makes no guarantee of such savings. Buyer agrees that the provision of the Services herein are in full consideration of the Cycling Costs, and releases Tesla from any claim to recover any Cycling Costs.

(c) Buyer agrees to notify Tesla of any utility tariff changes with respect to the Site, during the Term.

(d) As a condition of receiving pricing based upon the SGIP Incentive, Buyer agrees to notify Tesla and the SGIP program administrator, not less than ninety (90) days in advance, if Buyer intends to sell or relocate the Products within ten (10) years after the date they are installed. This obligation will survive the termination or expiration of this Agreement. Contact information for the SGIP program administrator can be found at https://www.selfgenca.com/home/contact/. Notification to Tesla should be directed to CommercialAccounts@Tesla.com.

(e) If Buyer intends to vacate or sell the Site during the Term, Buyer shall ensure that that the buyer of the Site accept assignment of this Agreement, or an agreement substantially similar and reasonably acceptable to Tesla, in order to ensure continued compliance with the SGIP Program.

(f) From time to time, Tesla may identify demand response or similar grid services programs, whereby the Products can help meet demands of the electrical grid, or improve its reliability, by charging or discharging the Products (or agreeing to make the Products available for charging or discharging) (each, a "Grid Services Program"). Tesla will notify Buyer of any proposed Grid Services Program and identify: (i) the anticipated economic benefit for Buyer; (ii) the anticipated impact on the availability of the Products; and (iii) the anticipated Cycling Costs. Buyer may elect to participate or not participate in a Grid Services Program, provided that if Buyer does not provide Tesla with notice of its election within thirty (30) days after Tesla's notice of the Grid Services Program, Tesla may treat the same as an election to participate.

3. **Tesla to Provide Services.** For the Products indicated in the Price Sheet, Buyer agrees to purchase the "Services" in accordance with Appendix 1 (the "Scope of Services") during the Term, to be performed at the site where Tesla installed the Products (the "Site").

4. **Scope of Services.**

(a) Tesla's Scope of Services assumes standard wage rates, no constraints to Tesla's access to the Site, and no unforeseen site conditions. If Tesla encounters challenges accessing the Site, or unforeseen site conditions not caused by Tesla, Tesla may treat the costs it incurs as Extra Services as set forth in Section 4(b).

(b) Any service not included in the Scope of Services shall be an "Extra Service." Extra Services will include, for example repairs arising from abuse by Buyer. Upon request, Tesla may provide Buyer a time-and-materials rate proposal for Extra Services, and upon agreement of Buyer in writing, Tesla may agree to perform the Extra Services. When used in this Agreement, "Services" shall include "Extra Services," when context requires. If Buyer pays a fee to Tesla for Extra Services in connection with an issue that is subsequently determined to be covered by a Tesla Manufacturer's Limited Warranty or other warranty provided by Tesla for the Products, Tesla shall provide a refund to Buyer.

(c) Title and risk of loss to all parts, materials or equipment installed by Tesla during the performance of the Services shall transfer to Buyer when such parts, materials or equipment have been installed and the Products (or the affected part of the Products) have been commissioned or re-commissioned.

5. **Site Access.** Tesla will contact Buyer to schedule the Services. Services will be performed by Tesla or an affiliate or subcontractor, at Tesla's election. Buyer also agrees to give Tesla, or its affiliate or subcontractor access to the Site as scheduled so Tesla can provide the Services.

6. **Extra Services.** Tesla may bill for Extra Services upon their completion. By entering into this Agreement, Buyer agrees to pay any agreed-upon fee for Extra Services, in accordance with the Payment Terms in the Price Sheet.

7. **Privacy.** The Tesla Customer Privacy Policy is part of this Agreement. You, as the authorized representative of Buyer, agree to be contacted at the phone number listed in the Price Sheet with more information or offers about Tesla products. You understand these calls or texts may use automated dialing or pre-recorded messages. This consent is not a condition of purchase. You may opt out of this consent at any time by contacting Tesla at 888-765-2489.

8. **Remote Monitoring and Firmware Upgrades.**

(a) Tesla's SGIP-related monitoring and cycling described in Section 2 requires a continuous high-speed internet connection, which Buyer agrees to provide at Buyer's cost. Buyer agrees that Tesla may access the Products remotely to monitor performance, perform diagnostics and upgrade firmware. If Buyer does not maintain this continuous internet connection the monitoring will not function. Tesla shall not be responsible for any issues arising from Buyer's failure to provide an internet connection, or a failure of monitoring arising from the same.

(b) "Buyer Data" consists of the data related to the Products which Tesla makes available to Buyer via the Tesla app or any other performance monitoring provided by Tesla. Buyer Data shall be owned by Buyer. Tesla may use Buyer Data (i) to perform its obligations under this Agreement including any warranties, (ii) to improve Tesla's products and services generally (including by performing analyses on such information), and (iii) to aggregate with other data. Public disclosure of such information by Tesla is permitted if Buyer could not reasonably be identified from the publicly disclosed information.

(c) Any information obtained by Tesla through remote monitoring of the Products that is not Buyer Data shall be owned by Tesla ("Tesla Data"), shall be confidential information of Tesla, and shall not be required to be made available by Tesla to any person.

9. **Services Warranty**.

(a) Tesla warrants that (i) it shall perform all Services in accordance with Prudent Industry Practices, any applicable Tesla operation and maintenance manuals, and this Agreement, and (ii) any labor performed, and any materials installed, in the performance of the Services shall be free from defects in design and workmanship for 12 months after such labor was performed or such materials were installed (collectively, the "Services Warranty"). "Prudent Industry Practices" means the methods approved by a significant portion of the electrical services industry operating in the state in which the Products are installed that, in the exercise of reasonable judgment in light of the facts known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with applicable law, reliability, safety, environmental protection, economy and expedition.

(b) Tesla shall remedy any defect or otherwise cure a breach of the Services Warranty, at its own cost and expense, as promptly as reasonably practicable after Buyer notifies Tesla in writing of such breach, in a manner and at such times that reasonably minimizes interruption of the operation of the Products and revenue loss to Buyer. This shall be Tesla's sole and exclusive liability, and Buyer's sole and exclusive remedy, in connection with a breach of the Services Warranty.

(c) EXCEPT AS REQUIRED BY LAW, OR AS PROVIDED FOR IN THIS AGREEMENT, TESLA MAKES NO WARRANTIES OR GUARANTEES WITH RESPECT TO THE SERVICES AND DISCLAIMS ANY WARRANTY OR GUARANTEE IMPLIED BY APPLICABLE LAWS, INCLUDING IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF CUSTOM OR USAGE.

10. **Limitation of Liability.** Tesla and Buyer shall not be liable to one another for any indirect, special or consequential damages arising out of this Agreement, except to the extent provided in Section 11(b). To the fullest extent permitted by law, Tesla and Buyer's aggregate liability to one another under this Agreement is limited to the Products Value. This Section 10 applies, without limitation, to any liability arising out of any Site survey performed by Tesla or its affiliate or

subcontractor in connection with this Agreement. This Section 10 does not apply to Buyer or Tesla's obligation to indemnify the other party, as may be required under applicable law.

11. **Breach; Remedies.**

(a) If Tesla or Buyer is in breach of this Agreement, upon thirty (30) days prior written notice and opportunity to cure, the non-defaulting party may terminate this Agreement; and with or without terminating this Agreement, may pursue any remedy it has under this Agreement or at law. Tesla may also terminate this Agreement if the Products are substantially destroyed other than due to Tesla's fault.

(b) Buyer shall be responsible for, and Tesla shall be entitled to invoice for, any loss of part or all of the SGIP Incentive due to damage to the System caused by Buyer, or Buyer's breach of this Agreement. Breaches that may result in the loss of part or all of the SGIP Incentive may include, without limitation, removing or selling the Products without notifying the SGIP Administrator as required in Section 2(e), not providing Tesla with access to the Products in order to perform maintenance as required in Section 4; or continued failures to provide internet connectivity as required in Section 8.

(c) If this Agreement is terminated by Tesla during the first five (5) years of the Term, then Buyer shall owe Tesla the following amount, as reasonably calculated by Tesla: For each year or portion thereof remaining in the first five (5) years of the Term, Buyer shall pay ten percent (10%) of the SGIP Incentive (the "Termination Payment") (Thus, if the Agreement is terminated for Buyer default three (3) years from the date that the Products are fully installed, Buyer shall owe 20% of the SGIP Incentive). Buyer agrees that the damages in this Section 11 are a reasonable preestimate of Tesla's damage as a result of the early termination of this Agreement. The Termination Payment shall be due and payable thirty (30) days after Tesla's issuance of an invoice therefor.

(d) Provisions of this Agreement which by their nature contemplate or govern performance or observance subsequent to the termination or expiration of this Agreement shall survive such termination or expiration.

12. **Governing Law; Integration.** This Agreement is governed by the laws of the State of California. The information at the links described above is part of this Agreement. Any other terms relating to the Products that are not contained or referred to in this Agreement are not binding on Tesla or Buyer.

13. **Assignment; Subcontracting.** Tesla or Buyer may, with prior written notice to the other, transfer or assign this Agreement to its affiliate, as long as (a) the assignee agrees to be bound by the terms and conditions of this Agreement, and (b) in the case of Buyer, the assignee owns the Products. Buyer may also assign this Agreement as collateral in connection with its financing activities. Otherwise, neither Buyer nor Tesla may assign its rights or obligations under this Agreement without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the Buyer and Tesla

14. **Insurance**. Tesla shall maintain, at its sole cost and expense, the following insurance coverage and shall, within a reasonable time of Buyer's request, furnish to Buyer a certificate evidencing such coverage:

(a) Commercial General Liability Insurance (CGL). Tesla carries commercial general liability insurance with coverage amounts that meet or exceed those required by law.

(b) Workers' Compensation Insurance. Tesla carries workers' compensation insurance for all employees in compliance with law.

15. **Further Assurances**. Tesla and Buyer shall each at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

16. **Arbitration.** Any dispute arising from or relating to this Agreement shall first be promptly referred to the senior level management of the Parties for resolution. If Tesla and Buyer are unable to resolve any such dispute within 20 days after referral, then Tesla or Buyer may take such dispute to binding arbitration in accordance with the then-current Streamlined Arbitration Rules of the Judicial Arbitration and Mediation Services ("JAMS"). The existence, content and result of the arbitration shall be confidential and conducted by a single arbitrator in English and in Santa Clara, California, unless otherwise agreed by the Parties. Buyer and Tesla will each bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in its discretion, award reasonable costs and fees to the prevailing party. Judgment upon the award rendered in the arbitration may be entered in any court of competent jurisdiction.

Appendix 1

Scope of Services

Tesla will (i) proactively monitor the Products as set forth below, and (ii) respond to inquiries by phone, web and/or email. Tesla may respond, remotely or on-site as deemed necessary by Tesla, to telemetry signals and/or Buyer inquiries. The Services that Tesla will provide are limited to the following:

- Perform preventative maintenance, as Tesla deems consistent with Prudent Industry Practices
- Alert the customer of Product performance and failure issues
- Provide visibility of Product performance through Tesla's Powerhub user interface
- Alert the customer if the Product is not communicating with the internet
- Remove, return, replace and/or fix parts covered by valid manufacturer warranty
- Investigate and replace defective balance of system hardware and/or defective wiring for the duration of the Workmanship Warranty. (After the Workmanship Warranty, the Parties may agree for Tesla to perform this service as Extra Work.)
- Remotely update products software and firmware to improve performance

Excluded services and repairs listed below may be performed as an Extra Service, as set forth in Section 3(b):

- Moving debris from the equipment, or the area around the equipment
- Maintenance of the area around the Products, including vegetation management
- Maintenance to the degree necessitated by vandalism, negligence or misconduct of Buyer or another party not under Tesla's control
- Removal and reinstallation of equipment for reasons not related to warranty failures

SELF-GENERATION INCENTIVE PROGRAM

Proposed System Information Attestation

The following information (Responses to Questions 1 – 5) is required by the Developer of the storage system applying for SGIP's Equity Resiliency Budget or Non-Equity Resiliency Budget with a discharge duration greater than two hours.

1) Provide an estimate of how long the project's fully charged battery will provide electricity for the relevant facility average load during an outage.

The fully charged battery will provide continuous power for approximately 25 hours when not paired with solar.

2) Indicate whether the project's critical loads can and will be isolated.

Critical loads will be covered as part of the systems full facility backup, and all loads will be isolated from the grid during an outage. Loads that are deemed non critical can be turned off to extend back up duration.

3) Provide an estimate of how long the project's fully charged battery will provide electricity to critical uses during an outage.

See answer to question #1

4) Provide an estimate of how long the project can operate in less-than favorable circumstances, such as if an outage occurs when the battery has been discharged or during the winter (if paired with solar).

A partially charged system will perform at length of time proportionate to the charge percentage or system efficiency at the time. For example, the system charged to 50% can expect to provide power for12 hours when not paired w/ solar.

5) Summarize information given to the customer about how the customer may best prepare the storage system to provide backup power, in the case of a Public Safety Power Shutoff (PSPS) event announced in advance (provide an attachment with more information if necessary).

No action is required from the customer to prepare the system as Tesla plans to extend fStorm Watchf to commercial customers to help them better manage battery charging for PSPS events. Storm Watch communicates with the National Weather Service to know when severe weather or PSPS events are likely to occur and automatically triggers Storm Watch mode. Customer will receive notification once battery starts charging in preparation for PSPS. This mode pushes the limits and charges the system to maximum capacity so it can provide backup power. If desired, they can also reach out to Tesla at powerpacksupport@tesla.com to request pre-emptive charging of their energy storage system.

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

MEETING DATE: August 4, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

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

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

BACKGROUND INFORMATION:

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

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

SPACE BELOW FOR CLERK'S USE

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 DECLARING INTENT
TO ALLOCATE TITLE III FUNDS FOR
GIS MAPPING FOR THE
SIERRA BROOKS COMMUNITY FIREWISE PLAN

RESOLUTION 2020-

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

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

WHEREAS, the Sierra County Board of Supervisors has proposed use of Title III funds in the total amount of $500.00 for costs for mapping for the GIS System related to the Sierra Brooks Community Firewise Plan in order to increase protection of people and property, including adjacent federal lands, around the communities of Sierra Brooks in response to the current proclamation of local emergency due to wildfire danger severity as proclaimed in Board Resolution 2014-066.

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Sierra declares its intent to allocate $500.00 in Title III funds from the "Reauthorization of the Secure Rural Schools and Community Self Determination Act of 2000" (PL 110-343) as described above and directs the Director of Transportation to perform the following actions:

1) Publish a legal notice advising the public that comments will be received by the Board of Supervisors on a proposed allocation of funds for the specified purpose for a period not to be less than 45 days as required by Section 302 of HR1424; and,

2) Submit the proposal to the Sierra County Resource Advisory Committee as required by Section 302 of HR1424; and

3) Prepare and present for approval of this Board of Supervisors after a 45 day comment period, a resolution approving the funding of Title III funds for the stated purpose.

ADOPTED by the Board of Supervisors of the County of Sierra on the 4th day of August, 2020 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

_____
JAMES BEARD
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

_____
HEATHER FOSTER
CLERK OF THE BOARD

_____
DAVID PRENTICE
DEPUTY COUNTY COUNSEL

SUBCHAPTER III—COUNTY FUNDS

§7141. Definitions

In this subchapter:

(1) County funds

The term "county funds" means all funds an eligible county elects under section 7112(d) of this title to reserve for expenditure in accordance with this subchapter.

(2) Participating county

The term "participating county" means an eligible county that elects under section 7112(d) of this title to expend a portion of the Federal funds received under section 7112 of this title in accordance with this subchapter.

(Pub. L. 106–393, title III, §301, as added Pub. L. 110–343, div. C, title VI, §601(a), Oct. 3, 2008, 122 Stat. 3909.)

PRIOR PROVISIONS

A prior section 301 of Pub. L. 106–393 was set out in a note under section 500 of this title prior to repeal by Pub. L. 110–343, div. C, title VI, §601(a), Oct. 3, 2008, 122 Stat. 3893.

§7142. Use

(a) Authorized uses

A participating county, including any applicable agencies of the participating county, shall use county funds, in accordance with this subchapter, only—

(1) to carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires;

(2) to reimburse the participating county for search and rescue and other emergency services, including firefighting and law enforcement patrols, that are—

(A) performed on Federal land after the date on which the use was approved under subsection (b); and

(B) paid for by the participating county;

(3) to cover training costs and equipment purchases directly related to the emergency services described in paragraph (2); and

(4) to develop and carry out community wildfire protection plans in coordination with the appropriate Secretary concerned.

(b) Proposals

A participating county shall use county funds for a use described in subsection (a) only after a 45-day public comment period, at the beginning of which the participating county shall—

(1) publish in any publications of local record a proposal that describes the proposed use of the county funds; and

(2) submit the proposal to any resource advisory committee established under section 7125 of this title for the participating county.

(Pub. L. 106–393, title III, §302, as added Pub. L. 110–343, div. C, title VI, §601(a), Oct. 3, 2008, 122 Stat. 3909; amended Pub. L. 112–141, div. F, title I, §100101(a)(9), July 6, 2012, 126 Stat. 906; Pub. L. 115–141, div. O, title IV, §402, Mar. 23, 2018, 132 Stat. 1079.)

PRIOR PROVISIONS

A prior section 302 of Pub. L. 106–393 was set out in a note under section 500 of this title prior to repeal by Pub. L. 110–343, div. C, title VI, §601(a), Oct. 3, 2008, 122 Stat. 3893.

AMENDMENTS

2018—Subsec. (a)(2). Pub. L. 115–141, §402(1), inserted "and law enforcement patrols" after "including firefighting" in introductory provisions and struck out "and" at end of subpar. (B).

Subsec. (a)(3). Pub. L. 115–141, §402(4), added par. (3). Former par. (3) redesignated (4).

Pub. L. 115–141, §402(2), inserted "and carry out" after "develop".

Subsec. (a)(4). Pub. L. 115–141, §402(3), redesignated par. (3) as (4).

2012—Subsec. (a)(2)(A). Pub. L. 112–141 inserted "and" at end.

§7143. Certification

(a) In general

Not later than February 1 of the year after the year in which any county funds were expended by a participating county, the appropriate official of the participating county shall submit to the Secretary concerned a certification that the county funds expended in the applicable year have been used for the uses authorized under section 7142(a) of this title, including a description of the amounts expended and the uses for which the amounts were expended.

(b) Review

The Secretary concerned shall review the certifications submitted under subsection (a) as the Secretary concerned determines to be appropriate.

(Pub. L. 106–393, title III, §303, as added Pub. L. 110–343, div. C, title VI, §601(a), Oct. 3, 2008, 122 Stat. 3910.)

PRIOR PROVISIONS

A prior section 303 of Pub. L. 106–393 was set out in a note under section 500 of this title prior to repeal by Pub. L. 110–343, div. C, title VI, §601(a), Oct. 3, 2008, 122 Stat. 3893.

§7144. Termination of authority

(a) In general

The authority to initiate projects under this subchapter terminates on September 30, 2022.

(b) Availability

Any county funds not obligated by September 30, 2023, shall be returned to the Treasury of the United States.

(Pub. L. 106–393, title III, §304, as added Pub. L. 110–343, div. C, title VI, §601(a), Oct. 3, 2008, 122 Stat. 3910; amended Pub. L. 112–141, div. F, title I, §100101(a)(2), (10), July 6, 2012, 126 Stat. 905, 906; Pub. L. 113–40, §10(a)(3), Oct. 2, 2013, 127 Stat. 545; Pub. L. 114–10, title V, §524(d), Apr. 16, 2015, 129 Stat. 180; Pub. L. 115–141, div. O, title IV, §401(c), Mar. 23, 2018, 132 Stat. 1079; Pub. L. 116–94, div. I, title III, §301(c), Dec. 20, 2019, 133 Stat. 3021.)

AMENDMENTS

2019—Subsec. (a). Pub. L. 116–94, §301(c)(1), substituted "2022" for "2020".

Subsec. (b). Pub. L. 116–94, §301(c)(2), substituted "2023" for "2021".

2018—Subsec. (a). Pub. L. 115–141, §401(c)(1), substituted "2020" for "2017".

Subsec. (b). Pub. L. 115–141, §401(c)(2), substituted "2021" for "2018".

2015—Subsec. (a). Pub. L. 114–10, §524(d)(1), substituted "2017" for "2013".

Subsec. (b). Pub. L. 114–10, §524(d)(2), substituted "2018" for "2014".

2013—Subsec. (a). Pub. L. 113–40, §10(a)(3)(A), substituted "2013" for "2012".

Subsec. (b). Pub. L. 113–40, §10(a)(3)(B), substituted "2014" for "2013".

2012—Subsec. (a). Pub. L. 112–141, §100101(a)(2), substituted "2012" for "2011".

Subsec. (b). Pub. L. 112–141, §100101(a)(10), substituted "2013" for "2012".

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

MEETING DATE: August 4, 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 JuLy 21, 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 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 July 21, 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/Public Works/Transportation/OES
Lea Salas, Director of Behavioral Health
Vickie Clark, Director of Health and Social Services

APPROVAL OF CONSENT AGENDA

The Board moved to approve the Consent Agenda.

APPROVED. Motion: Adams/Huebner/Unanimous Roll Call Vote: 5/0

9. CONSENT AGENDA

9.A. Agreement between Relias LLC and Sierra County Mental Health for annual subscription of employee training services. (BEHAVIORAL HEALTH)

APPROVED, Agreement 2020-081

9.B. Professional Services Agreement between Clean & Sober Recovery Services, Inc. and County of Sierra for Substance Abuse Detoxification and Recovery Home Services. (BEHAVIORAL HEALTH)

APPROVED, Agreement 2020-082

9.C. Grant agreement for County Medical Services Program (CMSP) COVID-19 Emergency Response Grant (CERG) Program funding between County Medical Services Program Governing Board and Sierra County Public Health. (PUBLIC HEALTH)

APPROVED, Agreement 2020-083

9.D. Renewal of contract for Airespring; managed redundant phone connectivity. (INFORMATION SYSTEMS)

APPROVED, Agreement 2020-084

9.E. Renewal of SmartNet contract for maintenance and support on Cisco networking and phone equipment. (INFORMATION SYSTEMS)

9.F. Resolution authorizing amendment to 2020/2021 Solid Waste Budget and authorizes the Cycle 2M Micro Grant Application under the California Carpet Stewardship Program to establish a carpet recycling site at the Loyalton Transfer Station. (PUBLIC WORKS)

ADOPTED, Resolution 2020-081

9.G. Authorize payment of Invoice Number 198133 to Intermountain Disposal for tipping fees for waste that has been diverted to Delleker Transfer Station. (PUBLIC WORKS)

9.H. Professional Services Agreement with Avalex, Inc. for Solid Waste Consulting Services for Fiscal Year 2020/2021. (PUBLIC WORKS)

APPROVED, Agreement 2020-085

9.I. Professional Services Agreement with Avalex, Inc. to prepare documentation necessary to support a request for closure to the Central Valley Regional Water Quality Control Board for the Alleghany Maintenance Facility Leaking Underground Fuel Tank Site (LUFT). (PUBLIC WORKS)

APPROVED, Agreement 2020-086

9.J. Minutes from the regular meeting held on May 19, 2020. (CLERK)

9.K. Minutes from the regular meeting held on June 2, 2020. (CLERK)

9.L. Minutes from the regular meeting held on July 7, 2020. (CLERK)

APPROVAL OF REGULAR AGENDA

The Board moved to approve the Regular Agenda.

APPROVED. Motion: Huebner/Roen/Unanimous Roll Call Vote: 5/0

REGULAR AGENDA

PUBLIC COMMENT OPPORTUNITY

At 9:03 a.m., Chair Beard opened and closed the public comment opportunity with no persons addressing the Board.

COMMITTEE REPORTS & ANNOUNCEMENTS

Supervisor Huebner reported on the Northern Sierra Air Quality Board's health advisory regarding the smoke from the fire in Lassen County and having attended the Sierra City Fire District and Sierra Valley Resource Conservation District meetings.

DEPARTMENT MANAGERS' REPORTS & ANNOUNCEMENTS

The Director of Behavioral Services provided a report on the status of the Wellness Center building.

Judi Behlke, Personnel Analyst reported on county staffing; upcoming COVID-19 and defensive driver trainings; and working on the COVID-19 addendum to the Illness Injury Prevention Plan.

In response to Supervisor Adams' inquiry, Mrs. Behlke explained the COVID-19 training will cover navigating the Cal OSHA website, the IIPP COVID-19 addendum requirement, employee training, CDC guidelines, etc.

FOREST SERVICE UPDATE

Sierraville District Ranger Quentin Youngblood provided update on Forest Service activities in the district including the office remaining closed; dispersed camping in the area; high fire danger; and recent timber sales.

Yuba River District Ranger Lon Henderson provided an update on Forest Service activities in the district including the status of the Chapman and Sierra campgrounds; the clearing project on Depot Hill; the Yuba project and recommending people stay off the 09 Road due to logging operations; and the Aspen restoration project.

Supervisor Adams complemented the Hotshot crew for the work on Depot Hill.

In response to Supervisor Huebner's inquiries, Ranger Henderson explained they are not opening the Chapman Campground due to scheduled work to the campground.

Beckworth Acting District Ranger Stephanie Cappetto provided an update on the on the district's COVID response and the 4 stages for reopening the district; recreation activity on the district; placement of signs regarding face coverings on trails; and fire preparedness.

Supervisor Dryden commented on receiving complaints regarding conditions of campgrounds around the lakes basin area and expressed her appreciation to Acting Ranger Cappetto for mentioning that they are working with the concessionaires to get up to speed and clean up the sites.

PERSONNEL DIRECTOR- MARGARET LONG

6.A. Resolution approving the Sierra County Alcohol and Drug Free Workplace Policy.

Deputy County Counsel provided background on the policy, which has been revised to remove any applicability pertaining to FTA.

Supervisor Huebner expressed concerns regarding the proposed policy, County Counsel and the Personnel Director.

The Director of Transportation commented on the policy and expressed concerns regarding errors in the policy and that none of his recommended changes have been made.

The Director continued to review in detail his recommended changes and questions pertaining to the proposed policy.

Supervisor Adams expressed concerns with the communications concerning this policy and recommended vetting the policy through the Department Managers before it comes back to the Board for approval.

By consensus, the Board tabled this item and directed staff to bring it forward at a future meeting.

6.B. Second reading and adoption of an ordinance repealing Chapter 3.12 of Sierra County Code pertaining to Drug and Alcohol Nonuse and Testing.

This item was pulled from the agenda.

7. BOARD OF SUPERVISORS

7.A. Second reading and adoption 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)

Supervisor Adams provided background on the proposed Ordinance increasing the transient occupancy tax (TOT) by 2.5%, which would be dedicated to emergency medical services, fire or rescue. Supervisor Adams further clarified that by adding the measure to the ballot the Board is not raising the tax only offering the question to the electorate.

The Board moved to waive the second reading and adopt the 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.

ADOPTED, Ordinance-1092. Motion: Adams/Huebner/Unanimous Roll Call Vote: 5/0

7.B. Resolution ordering an election for the submission to the voters an increase in the Sierra County Transient Occupancy Tax from 10% to 12.5% at the next regularly scheduled election to be held on November 3, 2020 - Presidential General Election. (CLERK OF THE BOARD)

The Board moved to adopt the resolution ordering an election for the submission to the voters an increase in the Sierra County Transient Occupancy Tax from 10% to 12.5% at the next regularly scheduled election to be held on November 3, 2020 - Presidential General Election.

ADOPTED, Resolution 2020-082. Motion: Adams/Huebner/Unanimous Roll Call Vote: 5/0

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

The Director of Health and Social Services reported on the state positivity rate, testing, hospitalization and ICU levels, backing down counties on the state watch list, and the new guidance for K-12 schools opening.

The Director of Health continued to report that Sierra County's schools will be able to open as the County is not on the state watch list; however, facial coverings are required for grades 3 through 12, physical distancing is required between teachers and students, and the schools must have a rigorous distance-learning plan in place in the event they have to shut down.

Supervisor Adams commented that there are currently 40 counties on the watch list.

The Director of Health continued to report on the number of positive cases in Plumas and Nevada County and continued testing in Sierra County.

The Director of OES reported on special events and the receipt of PPE through the Sierra Business Council to provide relief to business in the County that have approved plans for the next 45 days.

Supervisor Dryden expressed appreciation to the Sierra Business Counsel for their contribution and recommended making restaurants and inns a priority when determining the distribution of the PPE.

The Director of OES continued to report on gatherings in the County and people not following proper protocols for face coverings and social distancing; the increase of visitors to the area; and the Finance Committee meeting held on July 7, 2020 regarding COVID-19 funding opportunities to the County and continuing the discussion to August 4, 2020 to determine the allocation of funds for COVID-19 costs incurred.

The Director of Health reported on a recent meeting with the Personnel Department regarding policies that address the new Cal OSHA requirements for employers to protect their employees.

The Auditor commented on upcoming COVID-19 trainings.

The Director expressed the need for consistent guidelines for all of County departments.

Supervisor Adams questioned if the Board would consider putting signs back up on the Highway asking visitors to social distance from the communities, particularly in Downieville, and also indicated he would be in support of the County Health Officer's suggestion to assess fines but only if there was a consensus between the DA, Sheriff and Health Department.

Supervisor Adams further requested the Director of Transportation to place the signs back up on Depot Hill and in Downieville.

Following discussion and by consensus, the Board authorized each Board member to direct the placement of signs in their communities, as they deem necessary.

8. PUBLIC WORKS/TRANSPORTATION - TIM BEALS

8.A. Discussion and direction regarding special events in light of COVID-19.

The Director of Public Works provided background on the Board's prior action to suspend the issuance of permits up until July 7th and questioned whether the Board wants to continue the moratorium. The Director further suggested continuing the suspension of permits for 60 days and review the issue again in October.

Supervisor Dryden concurred with the recommendation to continue the moratorium.

The Board moved to suspend the issuance of encroachment permits for special events until October 1, 2020 and any requests for reconsideration must come before the Board.

At the request of Supervisor Roen, the maker amended the motion to include authorization for the Director to bring this matter back before the Board if anything changes.

The Director of Health reminded the Board that in order to stay in line with the Governor's orders, the County should not be entertaining any special events or social gatherings at this time.

APPROVED. Motion: Adams/Huebner/Unanimous Roll Call Vote: 5/0

8.B. Resolution adopting findings and authorizing appointment of retired annuitant to a temporary position.

The Director of Public Works provided background on difficulty of filling the solid waste attendant positions at the transfer stations. The Director further commented on

having one applicant for the position who is a former county employee and is hopeful the Board will find that this individual meets the threshold to work 960 hours per year.

The Board moved to adopt the resolution adopting findings and authorizing appointment of retired annuitant to a temporary position.

ADOPTED, Resolution 2020-083. Motion: Adams/Huebner/Unanimous Roll Call Vote: 5/0

8.C. Resolution rescinding Resolution 2019-120 and updating solid waste transfer station gate fees in light of the updated per cubic yard fee.

The Director of Public Works provided background on the reduction in gate fees as a result of the Board's previous action to reduce the solid waste fee to $18.38 per cubic yard.

The Board moved to adopt the resolution rescinding Resolution 2019-120 and updating the solid waste transfer station gate fees in light of the updated per cubic yard fee.

ADOPTED, Resolution 2020-084. Motion: Roen/Huebner/Unanimous Roll Call Vote: 5/0

8.D. Resolution amending Resolution 2016-094, approving solid waste assessment fees for building permits.

The Director of Public Works briefly explained this is the same as the previous item and reflects the change in the fee due to the reduction in the solid waste fee.

The Board moved to adopt the resolution amending Resolution 2016-094, approving solid waste assessment fees for building permits.

Supervisor Dryden expressed frustration as a former contractor with respect to the building permit process with respect to the solid waste fees and not being able to access the transfer stations during the week and having to request a refund.

The Director commented that this should be referred to the Solid Waste Committee to discuss alternative mechanisms for contractors.

ADOPTED, Resolution 2020-085. Roen/Huebner/Unanimous Roll Call Vote: 5/0

8.E. Consideration of request from LegendEraLLC for an exception to the terms and conditions, Section (2)(B) of Sierra County Resolution 87-062 regarding hours of operation related to transportation permits for Restricted County Highways.

The Director of Public Works provided background on Resolution 87-062, which pertains to timber operations through communities and sets the hours of operation, number of trips per day, advance notice and a public hearing before the Board of Supervisors. The Director continued to comment on the current application to haul timber through Main Street in Downieville and recommended the Board authorize the request for an exception to the required public hearing.

Supervisor Adams clarified that the request is to be able to bring empty trucks through the community as early as 5:30 a.m. and expressed his support of approving the request with the condition that it could be revoked should there be an uproar in the community.

The Board moved to authorize the request from LegendEraLLC for an exception to the terms and conditions, Section (2)(B) of Sierra County Resolution 87-062 regarding hours of operation related to transportation permits for Restricted County Highways, with the caveat that the Board may be revoke the request in the event there are complaints received from the community.

APPROVED. Motion: Adams/Roen/Unanimous Roll Call Vote: 5/0

8.F. Discussion and direction regarding a concept of developing a charge for State, Local Government, and Federal Campground spaces in campgrounds not concession operated to cover various county service costs.

The Director of Public Works provided background on the Forest Service and NID having taken the position that they are exempt from taxes including the transient occupancy tax (TOT) imposed on campgrounds, unless a campground is operated by a concessionaire, and the significant loss of TOT revenue to the County.

The Director further commented on an opportunity to avoid the issue of a tax by imposing a government service fee wherein an assessment report would be prepared and would assign a portion/fraction of the cost to the County for the public services invested in those campsites.

Discussion ensued with the Board regarding whether pursuing this would be worth it to the County and having County Counsel perform a risk assessment in the event the fee was challenged.

In response to Supervisor Adams' inquiry, the Director clarified that the fees currently charged by the National Forest to occupants of a campsite are part of what comes back to the County as part of the 25% receipts formula.

Supervisor Adams expressed concerns with making the Forest Service pay twice and suggested leaving the Forest Service out of the discussion and focus on NID.

Supervisor Adams further commented on whether this would even be worth the chase based on the camping capacity at Jackson Meadows.

Considerable discussion ensued with the Board.

Following further discussion and by consensus, the Board referred this matter to the Finance Committee to determine whether this would be worth the chase.

ADJOURN

At 11:15 a.m., with no further business, Chair Beard adjourned the meeting.

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JIM BEARD, CHAIR
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD