



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

Lee Adams, Chair, District 1

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

Peter W. Huebner, Vice-Chair, District 2

P.O. Box 349 - Sierra City, CA 96125 - 530-862-1004 - supervisor2@sierracounty.ca.gov

Paul Roen, District 3

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

Jim Beard, District 4

P.O. Box 1140 - Loyalton, CA 96118 - 530-414-8126 - jbeard@sierracounty.ca.gov

Scott A. Schlefstein, District 5

P.O. Box 192 - Loyalton, CA 96118 - 530-993-4900 - supervisor5@sierracounty.ca.gov

The Sierra County Board of Supervisors will meet in regular session commencing at 9:00 a.m. on January 5, 2016 in the Board of Supervisors' Chambers, Courthouse, Downieville, CA.

NOTICE

If requested, this agenda can be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact the Clerk of the Board for further information. In addition, a person with a disability who requires a modification or accommodation, in order to participate in a public meeting should telephone or otherwise contact the Clerk of the Board as soon as possible and at least 48 hours prior to the meeting. The Clerk of the Board may be reached at 530-289-3295 or at the following addresses:

Heather Foster
Clerk of the Board of Supervisors
County of Sierra
100 Courthouse Square, Room 11
P.O. Drawer D
Downieville, CA 95936
[Email](#)

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
- Passing of gavel to new Board Chairman
- Selection of Vice-Chairman
- 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.

- RCRC December 9, 2015 Board meeting highlights. (CHAIR ADAMS)

Documents: [BoardMeeting_Highlights_December_09_2015MEMO_FINAL.pdf](#)

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

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

5. **FOREST SERVICE UPDATE**

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

6. **AUDITOR / TREASURER-TAX COLLECTOR - VAN MADDUX**

- 6.A. Discussion/direction on setting the minimum bid for four (4) tax defaulted parcels subject to the Tax Collector's power to sell that have previously been offered for sale and have not sold.

Documents: [ROP Memo to Board Taxsale.pdf](#)

7. **ASSESSOR / SOLID WASTE ADMINISTRATOR - LAURA A. MARSHALL**

- 7.A. Agreement for professional services between Allen A. Haim and the County of Sierra to provide legal services to the Assessor.

Documents: [Haim ROP_Agmt.pdf](#)

8. **INFORMATION SYSTEMS MANAGER - LAURA A. MARSHALL**

- 8.A. Presentation of bids and adoption of resolution approving agreement between the County

of Sierra and Ultra Link Cabling Systems, Inc for the Network Cable Addition Project.

Documents: [Network Cable Addition.pdf](#)

9. PUBLIC WORKS / TRANSPORTATION - TIM BEALS

- 9.A. Discussion/direction on policy for winter season issues related to certain county maintained highways.

Documents: [Road Issue.pdf](#)

10. COUNTY SERVICE AREA BOARD OF DIRECTORS

Meeting of the County Service Area (CSA) Board of Directors.

- 10.A. Resolution determining and approving a budget appropriation to cover the costs of repairs to the Sierra Brooks Water System caused by power failure and power surges which occurred in November, in the amount of \$10,000 and direction to file a claim with Liberty Energy for reimbursement of costs incurred.

Documents: [CSA5 Pump Repair.Item.pdf](#)

11. BOARD OF SUPERVISORS

- 11.A. Resolution declining to join the proposed State of Jefferson and advocating improved representation of rural California counties. (CHAIR ADAMS)

Documents: [State of Jefferson.pdf](#)

- 11.B. Presentation by Mary Ervin of the Sierra County Exhibit Committee, California State Fair 2015 participation plaque. (CHAIR ADAMS)

Documents: [State Fair participation plaque.pdf](#)

12. COUNTY COUNSEL - JAMES A. CURTIS

- 12.A. Resolution providing for reimbursement to veterans who are residents in Sierra County for out of county travel to appointments with a Veterans Service Office.

Documents: [Veterans Services Office.pdf](#)

13. TIMED ITEMS

- 13.A. 10:00 AM SOLID WASTE APPEAL - LESLIE GENE SCOTT

Appeal of Solid Waste Assessment Fees filed by Mr. Leslie Gene Scott for APN 003-050-025-0; located at 23 Johnson Way, Downieville, CA.

Documents: [Solid Waste Appeal - Les Scott.pdf](#)

14. 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.

- 14.A. Amendment to Agreement No. 2015-006 between Kings View Corporation and Sierra County. (BEHAVIORAL HEALTH)

Documents: [Kings View 1.pdf](#)

- 14.B. Amendment to Agreement # 2015-099 with Dudek for increased scope of work to cover additional CEQA background studies on Sierra Hot Springs project. (PLANNING)

Documents: [Amendment to 2015-099_packet.pdf](#)

- 14.C. Resolution authorizing the Auditor to make certain changes to the 2015/2016 Final Budget to reflect HAVA Section 261 grant funding and increase expenditures in the Elections budget. (ELECTIONS)

Documents: [Budget Changes Elections.pdf](#)

- 14.D. Approval of appointment of Patricia Kiehl to the Nevada County Resource Conservation District. (CLERK OF THE BOARD)

Documents: [Nevada County Resource Conservation District.pdf](#)

- 14.E. Minutes from the regular meeting held on December 1, 2015. (CLERK-RECORDER)

Documents: [12012015 minutes.pdf](#)

ADJOURN



To: RCRC Board of Directors
From: Greg Norton
President & CEO
Date: December 14, 2015
Re: RCRC Board Meeting Highlights (December 09, 2015)

President's Report: RCRC President & CEO Greg Norton reported that RCRC will be forming a Past Chairs Council comprised of previous RCRC Chairs currently serving on the RCRC Board of Directors. The intent of the Past Chairs Council is to tap into the wealth of existing institutional knowledge and expertise to provide insights and guidance that advance the goals of the organization. Letters of invitation have been distributed.

Legislative Advocate Kathy Mannion has announced her retirement in early 2016, and Legislative Advocate Cyndi Hillery has announced joining the Assembly Republican Caucus as Principal Consultant. Kathy and Cyndi have both been with RCRC for a number of years, their contributions will be missed.

Administrative Matters: The RCRC Board of Directors selected Supervisor Rex Bohn (Humboldt) to serve as Second Vice Chair, and approved the ascension of Supervisor John Viegas (Glenn) to Chair, Supervisor Bob Williams (Tehama) to First Vice Chair, and Supervisor Lee Adams (Sierra) to Immediate Past Chair. All new RCRC Officers shall succeed to their respective positions effective January 01, 2016, and be officially installed following the Board of Directors meeting on January 20, 2016.

The RCRC Board of Directors approved the 2016 Proposed Budget for RCRC. The approved 2016 Operating Budget can be accessed [here](#).

The RCRC Executive Committee selected Senator Mike McGuire (D-Healdsburg) and Assembly Member Brian Dahle (R-Bieber) as the recipients of the 2016 Patti Mattingly Annual Award. Senator McGuire and Assembly Member Dahle will be recognized at the RCRC Annual Installation Reception in Sacramento on January 20, 2016. Full details on the 2016 Annual Installation Reception can be accessed [here](#).

Governmental Affairs: RCRC is currently looking to fill committee positions at the National Association of Counties (NACo). Please contact Patricia Megason at (916) 447-4806 if interested in serving and she will help facilitate your request.

Executive Vice President Patricia Megason submitted the Board of Directors with proposed changes to the RCRC Policy Principles. In order to facilitate discussion at the January Board Meeting and allow all member counties to review any proposed changes, RCRC is requesting any proposed edits or amendments be sent to Patricia Megason in writing no later than January 06, 2016. The draft 2016 Policy Principles can be accessed [here](#). Patricia can be reached via email at pmegason@rcrcnet.org.

RCRC staff presented the 2015 Year in Review, an overall summary of the most pressing issues of 2015 as they relate to RCRC member counties. The Year in Review is prepared for the RCRC Board of Directors to highlight the significant 2015 actions taken on issues impacting California's rural counties, and to outline the advocacy efforts RCRC Governmental Affairs staff engaged in on behalf of its members. The 2015 Year in Review can be accessed [here](#).

Legislative Committee: The RCRC Board of Directors adopted a "Support if Amended" position on Assembly Bill 1548 (Wood). AB 1548 would impose taxes on the cultivation of marijuana. The amendments proposed by RCRC staff would explicitly preserve county taxing authority and ensure that tax proceeds can be more broadly directed to environmental activities. RCRC's proposed amendments can be accessed [here](#).

RCRC staff provided an update on Federal Payment in Lieu of Taxes Reauthorization/Funding, and described advocacy efforts that resulted in a large contingency of RCRC Congressional members supporting a call-to-action to support Federal PILT payments. The two-year budget deal enacted by Congress in October lifts the sequester spending caps on defense and domestic spending programs, and suspends the debt ceiling through March 2017. The deal is anticipated to increase discretionary spending by approximately \$50 billion in FY 2016, and \$30 billion in FY 2017. The call-to-action urges Congress to utilize these new revenues to fully fund the Federal PILT program.

Please refer to the Board Packet and Supplemental Packet for further details related to the items above, as well as all items covered during the December 2015 Board of Directors meeting. The December Board Packet can be accessed [here](#).

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

MEETING DATE: January 5, 2016	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Tax Collector APPROVING PARTY: Van Maddox PHONE NUMBER: 530-289-3286

AGENDA ITEM: Discussion of setting minimum bid for four parcels eligible for tax sale that have been offered previously and not sold.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: The Tax Collector is bringing this to the Board as a memo to set the minimum bids before requesting the resolution. There are four parcels, three of which are contiguous and are being reoffered as one unit. We would like the Boards input on setting the minimum bids on the parcels being reoffered.

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

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

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD _____ DATE _____

Treasurer-Tax Collector
COUNTY OF SIERRA

Van Maddox
Auditor-Treasurer-Tax Collector



Memo

To: Board of Supervisors
From: Tax Collector

Re: Setting minimum bid on Tax Defaulted Property subject to the Tax Collector's Power to sell.

It is my intention to sell at public auction for an agreed stated minimum price, the tax-defaulted properties listed on Exhibit "A". These properties have been tax-defaulted for at least five years and are subject to the Tax Collector's power to sell. They will be sold in accordance with Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code.

These parcels have at least five years of delinquent property taxes and the owners have repeatedly been offered installment plans as a way to clear up the delinquencies. The anticipated sale date will be May 6, 2016. All owners and lien holders will be contacted prior to the sale as required by law to encourage payment of the taxes prior to the sale and to notify them of their rights if the sale of their property occurs. The costs of the sale are added to the amount of the minimum bid and are reimbursed from the sale proceeds so no additional budget allocation is needed. The purpose of this tax sale is to recover defaulted taxes on delinquent parcels and placed sold parcels in a tax producing status, thereby increasing tax revenue for local services.

We are bringing this to the board as a memo to set the minimum bids before requesting the resolution. Four of the eight parcels have been offered previously and did not sell. We will be offering three contiguous parcels owned by the same owner as a single unit. We would like the boards input on setting the minimum bids on the parcels being reoffered.

**BOARD OF SUPERVISORS
COUNTY OF SIERRA
STATE OF CALIFORNIA**

SIERRA COUNTY BOARD OF SUPERVISORS

Exhibit A

Item No.	APN	Assessee	Acreage	Assessed Value	Minimum Bid
*Previously offered and not sold:					
1.	016-180-024-0	Dons, Richard Lot no improvements, located at 928 Sierra Brooks Dr., Loyalton Lot does not perk next to creek, building permit unknown	.51 acres	\$6,140	\$2,000.00*
2.A	016-040-080-0	Loyalton Mobile Home Park LLC Lot with improvements located at 300 Hill St., Loyalton	10.98 acres	\$725,440	\$303,400*
2.B	017-120-001-0	Loyalton Mobile Home Park LLC Lot no improvements located at W in Gulling/Taylor Add, Loyalton	.10 acres	\$2,700	
2.C	017-120-006-0	Loyalton Mobile Home Park LLC Lot with improvements located at 205 Hill St., Loyalton	1.02 acres	\$111,860	
First time offered:					
3.	017-021-0450	Weir, Kevin % Weir, Mary Lot with improvements located at 34 Zollinger St., Loyalton	.10 acres	\$20,000	\$10,900.00
4.	017-103-0090	Wing, Richard C JT, Wing, Toni D JT Lot with improvements located at 304 Third St., Loyalton	.18 acres	\$40,000	\$8,900.00
5.	023-070-0210	Miller, William Thomas Lot no improvements located at T19 R18 SO7 POR LOT 3 Verdi	15.16 acres	\$39,847	\$9,100.00
6.	023-070-0700	Miller, William Thomas Lot with improvements located at 1020 Arbor Ln., Verdi	42.98 acres	\$352,059	\$43,100.00

Exhibit A Item #1

Sierra County Tax Sale, May 6th to May 9th, 2016 <http://www.bid4assets.com>

Bids must be received by May 1, 2016

APN 016-180-024-0



Approximately 0.51 acres of vacant land located at 928 Sierra Brooks Dr., Loyalton, CA

This property requires an engineer to evaluate the parcel to determine if an onsite septic system can be designed to meet the minimum criteria.

Zoning: Rural Residential -1 acre district.

Contact the Sierra County Public Works Department for sewer and water information 530-289-3201.

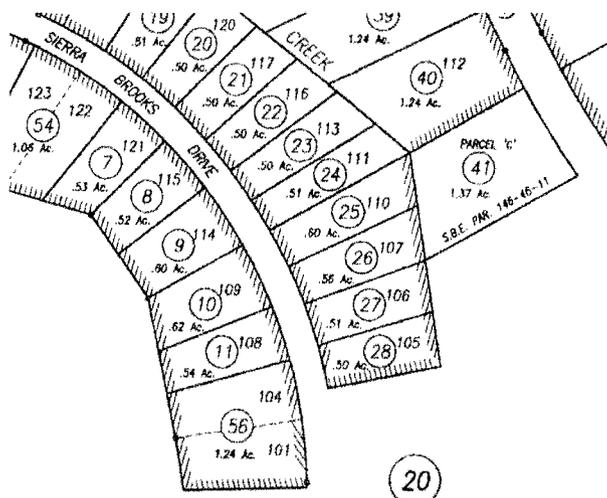


Exhibit A Item #2.A

Sierra County Tax Sale, May 6th to May 9th 2016 <http://www.bid4assets.com>

Bid Deposits must be received by May 1, 2016

APN 016-040-080-0



Approximately 10.97 acres at 300 Hill St, Loyalton, CA

Description: Mobile Home Park

Zoning: Commercial/Residential District

Sewer and water: City of Loyalton, (530) 993-6750

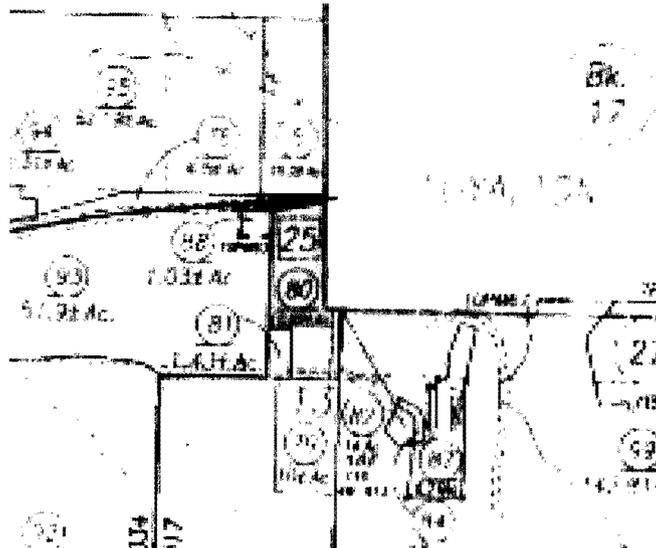


Exhibit A Item #2.B

Sierra County Tax Sale, May 6th to May 9th 2016 <http://www.bid4assets.com>

Bid Deposits must be received by May 1, 2016

APN 017-120-001-0



Approximately .10 acres at corner of Main St & Hill St, Loyalton, CA

Description:

Zoning: Commercial Residential District

Sewer and water: City of Loyalton, (530) 993-6750

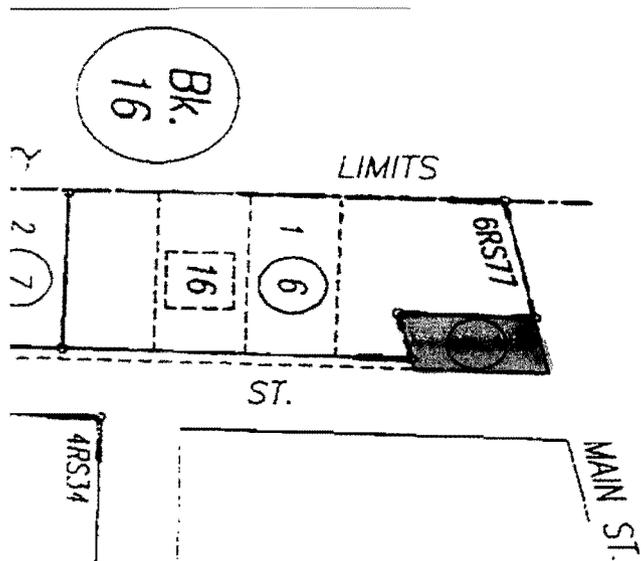


Exhibit A Item #2.C

Sierra County Tax Sale, May 6th to May 9th 2016 <http://www.bid4assets.com>

Bid Deposits must be received by May 1, 2016

APN 017-120-006-0

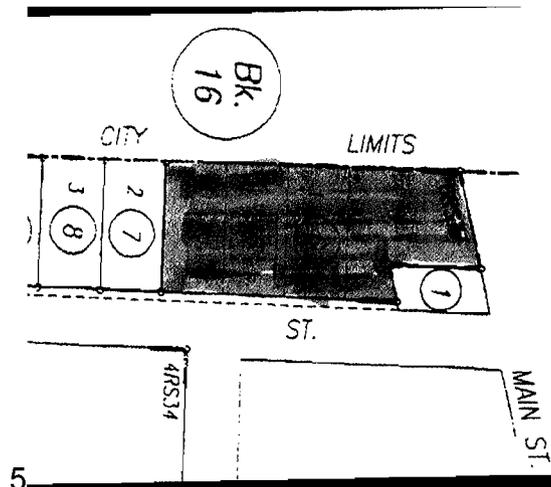


Approximately 1.02 acres at 205 Hill St, Loyalton, CA

Description: Lot with improvements

Zoning: Commercial/Residential Duplex

Sewer and water: City of Loyalton, (530) 993-6750

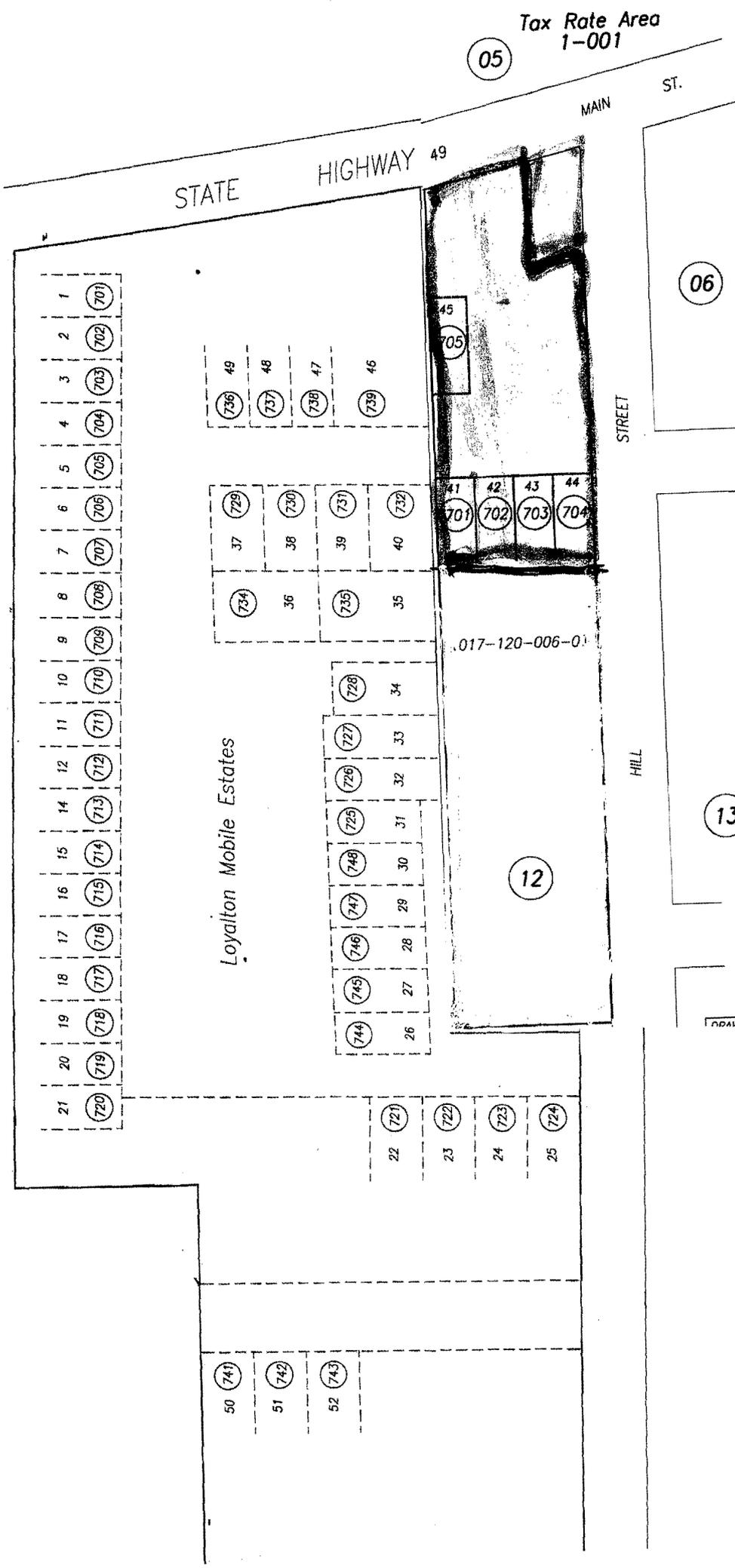


16-25

Tax Rate Area
52-017

T.21N., R.15E., M.D.B.&M.

(16-040-80)



Assessor's Bk.17, Pg
County of Sierra, C

Assessor's Block Numbers Shown in
Assessor's Parcel Numbers Shown in
Mineral Right Parcels Are Shown Ho

DRAWN by 1-4-1999 REVISED

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

MEETING DATE: January 4, 2016	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Assessor
APPROVING PARTY: Laura A. Marshall
PHONE NUMBER: 530-289-3283

AGENDA ITEM: Agreement for professional services between Allen A. Haim and the County of Sierra
SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: General Fund Impact
OTHER FUND: County Counsel
AMOUNT: \$not to exceed \$17,000 Annually

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD _____ DATE _____

**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

Allen A. Haim, (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 legal 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: January 4, 2016

Termination Date: January 4, 2017

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

Laura A. Marshall, Sierra County Assessor is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Allen A. Haim is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Form of Invoice

9. AGREEMENT DATE. The Agreement Date is January 4, 2016.

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

"COUNTY"

"CONTRACTOR"

COUNTY OF SIERRA

By _____
LEE ADAMS, CHAIRMAN
BOARD OF SUPERVISORS

ALLEN A. HAIM

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

JAMES A. CURTIS
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:

The CONTRACTOR shall provide legal services to the Assessor in respect to providing legal advice, review, consultation and representation when needed in all matters pertaining to assessment, assessment hearings, and litigation. Since CONTRACTOR is a sole practitioner, CONTRACTOR may require the assistance of the Assessor and the Sierra County Counsel staff in the preparation of materials, secretarial services and brief (s) and court documents, filing and service of documents. Such assistance shall at all times be independent of County Counsel assigned to advise the Sierra County Board of Equalization in these matters unless the parties agree in writing there is no conflict in the assistance. In the event County Counsel cannot agree to his staff preparing materials and related items in support of litigation, County agrees to assume all cost of services and court related costs incurred by CONTRACTOR in the preparation of litigation including but not limited to all services related to preparation of court documents, service of process, travel, overnight stay and appearances at the hourly rate listed in Attachment B.

Attorney advises client that in the past and currently that he does not maintain errors and omissions insurance coverage applicable to the services to be rendered County. Attorney will render his services in an economical manner and always give due regard to the seriousness and complexity of the issues involved.

A.2. TIME SERVICES RENDERED.

Work will begin immediately upon execution of this Agreement by the County. Thereafter, CONTRACTOR shall perform services in a diligently and timely manner.

Either party shall have the right to terminate this agreement upon Twenty (20) days written notice.

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.

CONTRACTOR agrees to provide legal services in a professional manner.

A.4. FACILITIES FURNISHED BY COUNTY.

Copies of existing records and supporting documentation as necessary to perform all work.

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed \$16,000 payable at the rate of \$185.00 per hour. CONTRACTOR shall submit requests for payment (Invoice) on a monthly basis, invoicing for all work completed and delivered to the Assessor prior to the issuance of such Invoice. Invoice shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within thirty (30) days after the Invoice is approved and accepted by the Assessor. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed \$16,000 without an amendment to this Agreement approved by the Sierra County Board of Supervisors;

Billing of hourly services of less than one hour shall be at increments of one quarter (1/4) per hour.

B.2 MILEAGE \$0.54 cents per mile. In no event shall total compensation paid to CONTRACTOR under this Provision B.2 exceed \$300.00 without an amendment to this Agreement approved by the Sierra County Board of Supervisors;

B.3 TRAVEL COSTS. Costs of overnight stays and additional expenses in connection with such stays such as meals, etc., not otherwise normally incurred during the normal work day, shall be paid when submitted to the Assessor in accordance with the procedures outlined in B.1. In no event shall total compensation paid to CONTRACTOR under this Provision B.3 exceed \$500 without an amendment to this Agreement approved by the Sierra County Board of Supervisors;

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.

CONTRACTOR shall perform such work at the request and direction of the Assessor, provided however, that before undertaking work at the request and direction of the Assessor, Attorney shall confer with the Assessor to ascertain that there is funding budgeted and available for the work.

B.5 SPECIAL CIRCUMSTANCES. CONTRACTOR shall be reimbursed for all out-of-pocket costs and expenses by CONTRACTOR. Costs and expenses shall include, but not limited to, extraordinary postage, coping, coping of files, facsimile, toll and long distance phone calls, filing fees, deposition fees, witness fees, cost for investigation, service of process fees and other related court costs, travel fees, parking fees, and other related travel costs. In no event shall total compensation paid to CONTRACTOR under this Provision B.5 exceed \$200 without an amendment to this Agreement approved by the Sierra County Board of Supervisors;

B.6 MAXIMUM CONTRACT AMOUNT. The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	\$16,000
B.2	Mileage	\$300
B.3	Travel Costs	\$500
B.4	Authorization Required	As specified in B.4
B.5	Special Circumstances	\$200
	MAXIMUM CONTRACT AMOUNT	\$17,000

ATTACHMENT C
ADDITIONAL PROVISIONS

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 Except as provided under Attachment B.2 through B.5, 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 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.6 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.7 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.8 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.9 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.10 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.11 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.11.1.1 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.11.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event

shall any payment hereunder exceed One Thousand Dollars (\$1,000). Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

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

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

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

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

D.18 MINOR AUDITOR REVISION. In the event the Sierra County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.19 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.20 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.20.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.20.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.12 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.13 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.14 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.15 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.16 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.17 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.18 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.19 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.20 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.21 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.22 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.23 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.24 CONFLICT OF INTEREST.

D.24.1 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.24.2 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.24.3 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.25 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.26 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.27 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.28 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 Assessor
County of Sierra
Post Office Box 8
Downieville, CA 95936

If to "CONTRACTOR":
Allen A. Haim
57 W. Crescent Drive
San Rafael, CA 94901

ATTACHMENT E
FORM OF INVOICE

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

County of Sierra
Assessor's Office
P.O. Box 8
Downieville, CA 95936

Our File No. _____

Re: _____

STATEMENT OF ACCOUNT FOR

BALANCE FORWARD _____ \$

TOTAL CURRENT CHARGES:

Total \$ _____

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

MEETING DATE:
January 5, 2015

TYPE OF AGENDA ITEM:
 Regular Timed
 Consent

DEPARTMENT: Management Information Systems
APPROVING PARTY: Laura A. Marshall
PHONE NUMBER: 530-289-3283

AGENDA ITEM: Presentation of bids and adoption of resolution awarding Network Cable Addition Project

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
 Resolution, Public Works Contract Short Form

BACKGROUND INFORMATION:

FUNDING SOURCE: SUPERIOR COURT, HEALTH AND HUMAN SERVICES, PROBATION, GENERAL FUND

GENERAL FUND IMPACT: No Additional General Fund Impact

OTHER FUND:

AMOUNT: \$29,656.89 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 2016- _____
 Agreement 2016- _____
 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 AWARD OF CONTRACT FOR
NETWORK CABLE ADDITION PROJECT**

RESOLUTION NO. 2016-_____

WHEREAS, the County of Sierra has heretofore called for sealed bids for the Network Cable Addition Project; and,

WHEREAS, bid opening was held at 10:00 a.m. on December 18, 2015 and three timely bids were received in response to the formal call for bids; and

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

WHEREAS, after analysis of the bids it has been determined that Ultra Link Cabling Systems, Inc. has submitted the lowest qualified bid.

NOW THEREFORE BE IT RESOLVED that the award of the contract for Network Cable Addition Project is hereby approved.

ADOPTED by the Board of Supervisors of the County of Sierra on the 4th day of January, 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

COUNTY OF SIERRA

LEE ADAMS, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

JAMES A. CURTIS
COUNTY COUNSEL

**COUNTY OF SIERRA
PUBLIC WORKS CONTRACT
SHORT FORM**

PARTIES

THIS CONTRACT, made this 5th day of January, 2016, by and between the COUNTY OF SIERRA, a political subdivision of the State of California, hereinafter referred to as “**County**” and **ULTRA LINK CABLING SYSTEMS, INC.** hereinafter referred to as “**Contractor**”.

This contract is for the following project:

Network Cable Addition Project

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

TERMS & CONDITIONS

1. SCOPE OF WORK:

The scope of work includes provision of all equipment, materials and labor necessary for the addition of network cables within the Downieville Courthouse and Health, Human Services Loyalton Complex, and Loyalton Probation Office.

Proposed equipment to be installed at Downieville Courthouse, Public Works Building includes;

3	Belden 48-port Category 6 patch panel
3	Panduit front/rear wire management
19,000’	Belden 4-pair, 24 awg., Category 6 CM/CMR cable data (blue)
98	Belden RJ45 Category 6 Gigamax data jack inserts (blue)
98	Belden 4 or 6-port flush plate (white)
	Ceiling cable support hardware, as required
2	Wall Mount Bracket

Scope of work at Downieville Courthouse includes;

At the designated Main Distribution Frame (MDF) pull One (1), 4-pair 24 awg. Category 6, MC/CMR data cables for a total of Eighty-Nine (89) data cables throughout the Courthouse.

Scope of work at Public Works Building includes;

From the designated Intermediate Distribution Frame (IDF) pull One (1), 4-pair, 24 awg. Category 6, CM/CMR data cables for the Public Works building across the parking lot for a total of Nine (9) data cables. Install forty-eight (48) port patch panel, terminate existing Category 5e data cables.

The data cables will be installed continuously, without splices between the patch panel location and each designated outlet location.

At each workstations location the Category 6 data cables will terminate with a Belden 8-wire/RJ45 modular jack and inserted into a Belden 4 and 6-port wall plates. The data jacks will be wired to R568B wiring standards.

The Category 6 will be routed and neatly trained to the designated termination location in the IDF and IDF onto rack mount Category 6 patch panel for the data cables.

Each cable, outlet faceplate, and data patch panel port will be labeled with the circuit identification number. Labels will be permanently affixed to the cable, outlet faceplate, and data patch panel ports.

Each data cable will be tested to verify proper termination and cable performance. Each circuit will be tested utilizing a Category 6 cable scanner to verify Category 6 performance. Test results will be printed out and forwarded to Sierra County Information Systems Department upon completion of the testing. Also, documentation will be provided showing each data outlet and circuit identification number. As-built documentation will be forwarded to Sierra County Information Systems Department upon completion of the project.

Proposed equipment to be installed at Health and Human Services Loyalton Complex includes:

- 1 Belden 48-port, Category 6 patch panel
- 2 Belden 24-port, Category 6 patch panel
- 4,000' Belden 4-pair, 24 awg., Category 6 CM/CMR cable data (blue)
- 24 Belden RJ45 Category 6 Gigamax data jack inserts (blue)
- 24 Belden 4 or 6-port flush plate (white)
- 2 Panduit front/rear wire management
- 2 Ceiling cable support hardware, as required

Scope of work at Health and Human Services Loyalton Complex includes;

At the designated Main Distribution Frame (MDF) connect 34 existing cables to new patch panel, also pull One (1), 4-pair 24 awg. Category 6, CM/CMR data cables for a total of Eight (8) data cables throughout the building. From the designated Intermediate Distribution Frame (IDF) connect Eleven (11) existing cables to new patch panel, pull One (1), 4-pair, 24 awg. Category 6, CM/CMR data cables for the 202 Front St. building for a total of Eight (8) data cables. From the designated Intermediate Distribution Frame (IDF) connect Ten (10) existing cables to new patch panel, pull One (1), 4-pair, 24 awg. Category 6, CM/CMR data cables for the Mill St. building for a total of Eight (8) data cables.

Proposed equipment to be installed at Loyalton Probation Office includes:

- 7 Cable Drops
- 14 Surface Mount Jacks

1000' Belden 4-pair, 24 awg., Category 6 CM/CMR cable data (blue)
Ceiling cable support hardware, as required
Surface mount raceway, as required

Scope of work at Loyalton Probation Office includes;

Installation of Seven (7) cable drops starting in the furnace room to main office. Installation of Fourteen (14) surface mount jacks at each end of cable. Pull 4-pair 24 awg. Category 6, CM/CMR data cables from furnace room to main office. All data cables installed shall be concealed within surface mount raceways, as required, to maintain a clean and professional appearance.

Each data cable will be tested to verify proper termination and cable performance. Each circuit will be tested utilizing a Category 6 cable scanner to verify Category 6 performance. Test results will be printed out and forwarded to Sierra County Information Systems Department upon completion of the testing. Also, documentation will be provided showing each data outlet and circuit identification number. As-built documentation will be forwarded to Sierra County Information Systems Department upon completion of the project.

The location of the work is on the Sierra County Courthouse, 100 Courthouse Square, Downieville, CA 95936, location of the work is on the Public Works Building, 101 Courthouse Square, Downieville, CA 95936; and, Health and Human Services Loyalton Complex, 202 Front Street and 704 Mill Street, Loyalton, CA 96118; and, Loyalton Probation Office, 604 #B Main Street, Loyalton, CA 96118.

2. CONTRACT TIME:

2.1 COMMENCEMENT AND COMPLETION

The Work shall be commenced on the date specified in the County's "Notice of Award to Contractor" and shall be fully completed no later than **Thirty-Eight (38)** working days thereafter, or such additional time as may have been provided by Change Order, pursuant to the Contract Documents.

2.2 TIME IS OF THE ESSENCE

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

3. CONTRACT PRICE:

County shall pay Contractor for the full and complete performance of this Contract the sum of Twenty Nine Thousand Six Hundred Fifty Six Dollars and Eighty Nine Cents (\$29,565.89)

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

4. PAYMENTS:

4.1 PROGRESS PAYMENTS

Where the work is anticipated to require more than forty-five (45) days to complete, Contractor may apply for progress payments on a monthly basis. Monthly progress payments shall be made in accordance with the General Conditions of these Contract Documents, subject to a ten percent (10%) withhold as specified therein Contractor shall submit a signed application for payment covering the work completed to that date and accompanied by supporting documentation to County's satisfaction. Progress payments will be in an amount equal to ninety percent (90%) of the work completed.

4.2 FINAL PAYMENT

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

4.3 INVOICE CONTENT

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

4.4 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

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

5. CONTRACT DOCUMENTS:

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

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

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

6. PERFORMANCE AND LABOR & MATERIAL BONDS:

Pursuant to the provisions of the California Civil Code Section 9550, for projects in excess of twenty five thousand dollars (\$25,000), the Contractor shall, prior to the performance of any work covered by this Contract, provide to County in such form as may be acceptable to County, a “performance bond” guaranteeing the faithful and timely performance of the work to be performed under this Contract and guaranteeing the work for a period of one full year from the date of the completion of the work (which shall be evidenced by the filing of a notice of completion by County) and a separate “labor and material bond” guaranteeing payment to any laborer, subcontractor and/or material supplier for the work under this Contract. The amount of each of these bonds shall be in accordance with the General Conditions to the Contract.

7. REPRESENTATIONS BY CONTRACTOR:

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

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

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

8. AMENDMENT:

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

9. DELAY:

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

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

10. NOTICES:

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

COUNTY

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

PROJECT MANAGER

Laura A. Marshall, MIS Manager
Sierra County
P.O. Box 8
Downieville, CA 95936

PROJECT CONTRACTOR

Lewis Riley
Ultra Link Cabling Systems, Inc.
875 Nevada Street
Auburn, CA 95603

11. LIQUIDATED DAMAGES:

If the Work is not completed by Contractor in the time specified in Section 2 of the Agreement for Construction, or within any period of extension authorized pursuant to a duly issued Change Order, Contractor acknowledges and admits that the County will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and the County that the Contractor shall pay to the County as fixed and liquidated damages, and not as a penalty, a sum equal to one-half of one percent of the contract price, or the sum of **Five Hundred Dollars** dollars (**\$500.00**), whichever is greater, for each calendar day of delay until the Work is completed and accepted, and that both Contractor and Contractor's surety shall be liable for the total amount thereof, and that the County may deduct said sums from any monies due or that may become due to Contractor, prior to determining the final amount due to Contractor.

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

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

COUNTY OF SIERRA

By _____
LEE ADAMS
Chairman of the Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

JAMES A. CURTIS
County Counsel

CONTRACTOR

By _____
Official Title

License Number _____

(CORPORATE SEAL)

CORPORATE CERTIFICATE

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

(Secretary)

(CORPORATE SEAL)

GENERAL CONDITIONS

1. CHANGES IN THE WORK:

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

2. BONDS:

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

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

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

3. CONTRACTOR LIABILITY AND INSURANCE:

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

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

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

4. RISK OF LOSS:

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

5. MATERIALS AND EQUIPMENT:

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

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

6. WARRANTY AND CORRECTION PERIOD:

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

7. PERMITS AND TAXES:

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

8. INDEMNIFICATION:

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

9. SUSPENSION OF WORK:

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

10. TERMINATION:

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

- A. If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
- B. If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
- C. If Contractor makes a general assignment of its obligations and/or compensation under this Agreement;
- D. If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;
- E. If Contractor admits in writing an inability to pay its debts generally as they become due;
- F. If Contractor persistently fails to perform the work in accordance with the contract documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the time schedule);
- G. If Contractor disregards ordinances, laws or regulations of any public body having jurisdiction;
- H. If Contractor disregards the authority of County's supervisory staff, and, in particular, the Contract Administrator;
- I. If Contractor otherwise violates in any substantial way any provisions of the contract documents.

County may, after giving Contractor seven days' written notice, terminate the services of Contractor, exclude Contractor from the site and take possession of the work, incorporate in the work all materials and equipment stored at the site or for which County has paid Contractor but which are stored elsewhere, and finish the work as County may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct, indirect and consequential costs of

completing the work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to County. When exercising any rights or remedies under this paragraph, County shall not be required to obtain the lowest price for the work performed. Where Contractor's services have been so terminated by County, the termination will not affect any rights or remedies of County against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by County will not release Contractor from liability.

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

11. SUPERVISION AND CLAIMS DETERMINATIONS:

11.1 CONTRACT ADMINISTRATOR

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

11.2 WRITTEN CLARIFICATION

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

11.3 CHANGE ORDER

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

11.4 UNIT PRICING

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

11.5 CLAIM PROCEDURE

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

11.6 CLAIMS UNDER \$50,000

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

11.7 CLAIMS OVER \$50,000

For claims over \$50,000 and less than or equal to \$375,000, County shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the County may have against Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to Public Contracts Code Section 20104.2, upon mutual agreement of County and Contractor. The County's written response to the claim, as further documented, shall be submitted to Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by Contractor in producing the additional information or requested documentation, whichever is greater.

11.8 MEET AND CONFER

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

11.9 APPEAL TO BOARD OF SUPERVISORS

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

11.10 DOCUMENTATION

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

11.11 CONTRACT ADMINISTRATOR NOT RESPONSIBLE

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

12. PAYMENTS:

12.1 SCHEDULE OF VALUES

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

12.2 PROGRESS PAYMENT

Once each month County shall cause an estimate to be made covering the work completed as of the date of the estimate. No materials shall be paid for until incorporated into the work. The amount of retention with respect to progress payments will be ten percent (10%).

12.3 AMOUNTS OF PROGRESS PAYMENTS

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

12.3.1 NINETY PERCENT (90%) OF COMPLETED WORK. Ninety percent (90%) of the work completed, and

12.3.2 NINETY PERCENT (90%) OF STORED MATERIALS. Where applicable pursuant to the above, ninety percent (90%) of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.

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

12.3.4 ESCROWED SECURITY ALTERNATION. The Contractor may elect to receive one hundred percent 100% of payments due under this contract from time to time, without retention of any portion of the payment by the public agency, by depositing securities of equivalent value with County in accordance with the provisions of Section 4590 of the *California Government Code*. Securities eligible for investment shall include those listed in Section 16430 of the *California Government Code*, or bank or savings and loan certificates of deposits. Such securities, if deposited by the bidder, shall be valued by County whose decision on the valuation of the securities shall be final. The bidder shall be the beneficial owner of any securities substituted for money withheld and shall receive any interest thereon. Said deposited funds shall be covered by an escrow agreement in a form approved by the County.

12.4 CONTRACTOR'S WARRANTY OF TITLE

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

12.5 PAYMENT OF PROGRESS PAYMENT

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

12.6 COUNTY'S RECOMMENDATION OF PAYMENT

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

12.7 COUNTY MAY REFUSE TO MAKE PAYMENT

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

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

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

12.7.3 REQUIRED CORRECTIONS. Contractor has been required to correct defective work or complete work, or

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

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

12.8 COMPLETION AND FINAL INSPECTION

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

12.9 ACCEPTANCE AND FINAL APPLICATION FOR PAYMENT

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

12.10 FINAL PAYMENT

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

12.11 CONTRACTOR'S CONTINUING OBLIGATION

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

13. ARBITRATION:

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

14. WORKER'S COMPENSATION CERTIFICATION:

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

15. PREVAILING WAGE RATES:

In accordance with the provisions of Section 1770 and 1773 of the Labor Code, the County of Sierra has determined the general prevailing rate of wages applicable to the work to be done. These rates are on file in the Department of Transportation. The Contractor shall post a copy of the wage rates on the job site. Pursuant to California Labor Code Section 1775, Contractor shall forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft, and said amounts shall be distributed pursuant to the requirements of said Section 1775. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed.

16. EMPLOYMENT OF APPRENTICE LABOR:

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

17. COLLECTIVE BARGAINING AGREEMENTS:

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

18. PAYROLL RECORDS:

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

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

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

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

19. EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION:

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

20. ASSIGNMENT:

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

21. CONFLICT OF INTEREST RESTRICTIONS:

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

22. WAIVER OF RIGHTS:

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

23. SUCCESSORS IN INTEREST:

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

24. SEVERABILITY:

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

25. BOOKS OF RECORD AND AUDIT PROVISION:

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

26. NOTICE:

Notices shall be given to County at the following location:

If to "COUNTY":

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

With a copy to:

Management Information Systems
P.O. Box 8
Downieville, CA 95936

If to "CONTRACTOR":

Lewis Riley
Ultra Link Cabling Systems, Inc.
875 Nevada Street
Auburn, CA 95603

27. JURISDICTION AND VENUE:

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

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

MEETING DATE: January 5, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
DEPARTMENT: County Service Area 5, Zone 5a	
APPROVING PARTY: Tim H. Beals, Director of Transportation	
PHONE NUMBER: 530-289-3201	

AGENDA ITEM: Resolution determining and approving a budget appropriation to cover the costs of repairs to the Sierra Brooks Water System caused by power failure and power surges which occurred in November, in the amount of \$10,000 and direction to file a claim with Liberty Energy for reimbursement of costs incurred.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: On or around November 20, 2015 a transformer blew at the electrical substation affecting Sierra Brooks with brown-out and surge conditions that occurred over an extended period. Pump station one has sustained damage which will require pump and electrical repairs, estimated at \$10,000.

FUNDING SOURCE: CSA5
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$10,000 N/A

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD _____	DATE _____
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**COUNTY SERVICE AREA 5
COUNTY OF SIERRA**

**IN THE MATTER OF AUTHORIZATION
FOR THE AUDITOR TO MAKE CERTAIN
CHANGES TO THE 2015-2016 BUDGETS FOR
SIERRA BROOKS WATER SYSTEM
TO COVER COSTS OF REPAIRS TO PUMP STATION 1
DUE TO A POWER FAILURE**

RESOLUTION 2016-_____

WHEREAS, the Board of Supervisors may authorize the Auditor to make budget changes pursuant to Government Code Section 29150(a);

NOW, THEREFORE, BE IT RESOLVED THAT the Auditor is hereby authorized to make the following budget changes to the 2015-2016 Final Budget:

<u>Decrease Sierra Brooks Water System (to be determined by Board)</u>	\$10,000.00
<u>Increase Sierra Brooks Water System Expenditures</u>	2070000-3010-7011 \$10,000.00

FURTHERMORE, BE IT RESOLVED THAT the Auditor is hereby authorized to pay purchase orders upon presentation.

FURTHERMORE, BE IT RESOLVED THAT the Director of Transportation is hereby directed to file a claim with Liberty Energy for damages which were sustained to Pump Station 1 during a transformer issue necessitating these repairs.

ADOPTED by the Board of Supervisors of the County of Sierra on the 5th day of January, 2015, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

LEE ADAMS
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

JAMES A. CURTIS
COUNTY COUNSEL

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

MEETING DATE: January 5, 2016	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
---	---

DEPARTMENT: Board of Supervisors
APPROVING PARTY: Lee Adams, Dist 1 Supervisor
PHONE NUMBER: 530.289.3506 hangman@sierracounty.ca.gov

AGENDA ITEM: Resolution declining to join the proposed State of Jefferson and advocating improved representation of rural California counties.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: While State of Jefferson proponents report that Sierra County has declared by unverified petitions its joining their cause, this resolution is to declare otherwise.

FUNDING SOURCE: GENERAL FUND IMPACT: No General Fund Impact OTHER FUND: AMOUNT: \$ N/A	IS THIS ITEM ALLOCATED IN THE BUDGET? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	---

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	SIGNATURE:  Lee Adams _____ APPROVING PARTY OR AUTHORIZED AGENT
--	--

APPROVED AS TO FORM AND FUNDING SOURCES:

COUNTY COUNSEL

AUDITOR/RISK MANAGER

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent:
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COMMENTS:

CLERK TO THE BOARD

DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**RESOLUTION OF THE SIERRA COUNTY BOARD OF SUPERVISORS DECLINING
TO JOIN THE “STATE OF JEFFERSON” AND ADVOCATING IMPROVED
REPRESENTATION OF RURAL CALIFORNIA COUNTIES**

RESOLUTION 2016-

WHEREAS, the State of Jefferson Declaration Committee has declined to make a presentation to the Board of Supervisors and instead has gathered unverifiable petition signatures requesting adoption of a declaration that Sierra County intends to break away from California to form a new “State of Jefferson”; and

WHEREAS, the Sierra County Board of Supervisors wishes to acknowledge that being a frontier county with a population of 3,000 in a state with a population of some 38 million is not without its frustration, we also see the benefit of sharing a state government with our suburban and urban counterparts, a state that is the 8th largest economy in the world; and

WHEREAS, representation of rural California issues is often inadequate, resulting in decisions and regulations which can cripple our local economy, the flip side is that the robust economies of our urban counterparts often shoulder more than their share of the cost of providing costly but necessary services in the more rural areas; and

WHEREAS, the State of Jefferson proponents have failed to prove financial viability or that forming a new state will solve the above problems and will likely never be approved by the California Legislature and the United States Congress; and

WHEREAS, it is in the public interest that the Sierra County Board of Supervisors be informed of all the possible financial impacts and practical consequences of separation from California; and

WHEREAS, the State of California has an economic output that surpasses most countries, and jobs funded by the state through our schools, county, parks, law enforcement and nonprofit community provide living wage employment which helps support our local economy and Sierra County will lose millions of dollars in funding for roads, education, and social services for youth, families and seniors, if we separate from California.

NOW, THEREFORE, BE IT RESOLVED The Sierra County Board of Supervisors hereby declines to join the proposed “State of Jefferson” as the Board has carefully examined and considered the proposal by the “State of Jefferson” proponents and does not agree that forming a new state will solve the above problems and that the financial risks and uncertainties outweigh the possible benefits of forming a new “State of Jefferson”.

BE IT FURTHER RESOLVED The Sierra County Board of Supervisors will renew efforts to unite our community and to foster collaboration as a proud county of the State of California, to persistently inform our State and Federal representatives of our unique rural issues and to aggressively advocate for viable solutions for our rural counties.

Adopted at a regular meeting of the Board of Supervisors of Sierra County, California by the following vote on the 5th January, 2016:

AYES:
NOES:
ABSTAIN:
ABSENT:

Lee Adams
Chairperson

ATTEST:

APPROVED AS TO FORM:

Heather Foster, Clerk to the Board

James A. Curtis, County Counsel

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

MEETING DATE: January 5, 2016	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
---	---

DEPARTMENT: Board of Supervisors
APPROVING PARTY: Lee Adams, Chair, District 1
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Presentation by Mary Ervin of the Sierra County Exhibit Committee, California State Fair 2015 participation plaque.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION:

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

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

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

MEETING DATE: January 5, 2016	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
---	---

DEPARTMENT: County Counsel APPROVING PARTY: James A. Curtis PHONE NUMBER: 289-3212

AGENDA ITEM: Resolution providing for reimbursement to veterans who are residents in Sierra County for out of county travel to appointments with a Veterans Service Office

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION:

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

ARE ADDITIONAL PERSONNEL REQUIRED?

Yes, -- --
No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION: <input type="checkbox"/>Approved <input type="checkbox"/>Approved as amended <input type="checkbox"/>Adopted <input type="checkbox"/>Adopted as amended <input type="checkbox"/>Denied <input type="checkbox"/>Other <input type="checkbox"/>No Action Taken</p>	<p><input type="checkbox"/>Set public hearing For: _____ <input type="checkbox"/>Direction to: _____ <input type="checkbox"/>Referred to: _____ <input type="checkbox"/>Continued to: _____ <input type="checkbox"/>Authorization given to: _____</p>	<p>Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/>By Consensus</p>
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COMMENTS:

CLERK TO THE BOARD DATE

**BOARD OF SUPERVISORS
COUNTY OF SIERRA
STATE OF CALIFORNIA**

**Resolution Providing for Reimbursement to Veterans Who Are Residents in Sierra County
for Out of County Travel to Appointments with a Veterans Service Office**

Resolution No. _____

WHEREAS, state law, as set forth in the Military and Veterans Code recognizes that there is a public purpose in providing support for and services to veterans who have in turn provided a significant contribution to the security of their country and communities through service in the military; and,

WHEREAS, pursuant to California Military and Veterans Code, Sections 970 et seq., the Board is authorized to establish a local Veterans Service Office and to appoint a local Veterans Service Officer; and

WHEREAS, upon establishment of the position of local Veterans Service Officer the county is required, as a condition of receiving State funding for the Veterans Service Office, to provide matching funds from the County general fund; and

WHEREAS, historically veterans residing in Sierra County have received services through the veterans service offices located in adjoining counties, including Washoe County, Nevada; and

WHEREAS, in 2014 the County entered into an agreement with Plumas County to have the Plumas County Veterans Service Officer travel to Sierra County to meet with veterans living in Sierra County and to counsel and provide assistance to Sierra County veterans; and

WHEREAS, Plumas County recently requested that Sierra County allocate the sum of \$11,500 to be used to fund the Plumas County Veterans Service Officer travel to Sierra County to meet with local veterans; and

WHEREAS, given that the number of veterans receiving service from Plumas County Veterans Services has been relatively small and the meetings with local veterans has principally been in Loyalton, the Board has determined that as an alternative to continuing to contract with Plumas County, it would be more beneficial and equitable to all veterans residing in Sierra County, to have the County institute a process for the County to reimburse veterans for their travel in order to meet with a veterans service officer in a neighboring county.

NOW THEREFORE BE IT RESOLVED, the Sierra County Board of Supervisors hereby directs the payment to veterans residing in Sierra County, for reimbursement for miles travel in their personal vehicles, to meet with a veterans service officer in the adjoining county that is closest to the veterans residence. Reimbursement shall be subject to the following requirements:

- Any eligible veteran may submit a claim for mileage reimbursement to the County Auditor within 60 days of the date of any travel. The claim shall be on a form provided by the County Auditor;
- Mileage shall be reimbursed at the current IRS approved rate;
- Mileage shall be reimbursed only for roundtrip travel to the veterans service office in an adjoining county that is closest to the residence of the veteran requesting reimbursement;
- No more than 4 trips to a veterans service office within any calendar year shall be eligible for reimbursement

ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 5th day of January, 2016, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

LEE ADAMS, CHAIRPERSON
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

JAMES CURTIS
COUNTY COUNSEL

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

MEETING DATE: January 5, 2016	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input checked="" type="checkbox"/> Timed <input type="checkbox"/> Consent
---	--

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

AGENDA ITEM: Appeal of Solid Waste Assessment Fees filed by Mr. Leslie Gene Scott for APN 003-050-025-0 - 23 Johnson Way, Downieville, CA.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
2 Clerk of the Board's letters to Mr. Scott dated October 8, 2015 and December 1, 2015, Mr. Scott's Appeal of the Solid Waste Assessment Fees for 2015/2016 and a letter from the Assessor to Mr. Scott dated September 18, 2015.

BACKGROUND INFORMATION:

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

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
---	---	---

COMMENTS:

CLERK TO THE BOARD _____ DATE _____

SIERRA COUNTY

Clerk-Recorder
P.O. Drawer D
Downieville, California 95936
Telephone (530) 289-3295
Fax (530) 289-2830



Heather Foster
Clerk-Recorder

December 1, 2015

Mr. Les G. Scott
5129 Toyon Ln.
Paradise, CA 95969-6225

RE: Appeal of Solid Waste Fee Assessment 2015-2016– APN 003-050-025-0

Dear Mr. Scott,

Your appeal of the Solid Waste Fee Assessment for 2015-2016 has been rescheduled to **Tuesday, January 5, 2016 at 10:00 a.m.** The hearing will take place in the Board Chambers at the Courthouse in Downieville.

During the hearing you will be allowed no more than thirty (30) minutes to present your evidence concerning the waste generation occurring on the subject real property. The Solid Waste Fee Administrator shall have a representative present to provide a statement of the reasons for the Solid Waste Fee Administrator's decision regarding the adjustment request.

Based upon information submitted with the appeal application and received at the hearing, the Board of Supervisors shall determine the reasonable refuse generation there from in order to impose the appropriate solid waste fees in accordance with the provisions of the Sierra County Code and the latest adopted resolution imposing solid waste fees for the present fiscal year. The Board shall announce its decision at the conclusion of the hearing or within twenty-one (21) days thereafter.

Your application and any additional information attached will be provided as background information for the Board of Supervisors. If you have anything further you wish to provide to the Board please either e-mail the information to my office at clerk-recorder@sierracounty.ca.gov no later than 4:00 p.m. on December 30, 2015 or bring eight (8) copies and an original to the meeting.

Sincerely,

Heather Foster
County Clerk-Recorder

Cc: Solid Waste Fee Administrator

SIERRA COUNTY

Clerk-Recorder
P.O. Drawer D
Downieville, California 95936
Telephone (530) 289-3295
Fax (530) 289-2830



Heather Foster
Clerk-Recorder

October 8, 2015

Mr. Les G. Scott
5129 Toyon Ln.
Paradise, CA 95969-6225

RE: Appeal of Solid Waste Fee Assessment 2015-2016– APN 003-050-025-0

Dear Mr. Scott,

Your appeal of the Solid Waste Fee Assessment for 2015-2016 will be held on Tuesday, November 3, 2015 at 10:00 a.m. The hearing will take place in the Board Chambers at the Courthouse in Downieville.

During the hearing you will be allowed no more than thirty (30) minutes to present your evidence concerning the waste generation occurring on the subject real property. The Solid Waste Fee Administrator shall have a representative present to provide a statement of the reasons for the Solid Waste Fee Administrator's decision regarding the adjustment request.

Based upon information submitted with the appeal application and received at the hearing, the Board of Supervisors shall determine the reasonable refuse generation there from in order to impose the appropriate solid waste fees in accordance with the provisions of the Sierra County Code and the latest adopted resolution imposing solid waste fees for the present fiscal year. The Board shall announce its decision at the conclusion of the hearing or within twenty-one (21) days thereafter.

Your application and any additional information attached will be provided as background information for the Board of Supervisors. If you have anything further you wish to provide to the Board please either e-mail the information to my office at clerk-recorder@sierracounty.ca.gov no later than 4:00 p.m. on October 28, 2015 or bring eight (8) copies and an original to the meeting.

Sincerely,

Heather Foster
County Clerk-Recorder

Cc: Solid Waste Fee Administrator

OCT 08 2015

APPEAL OF SOLID WASTE FEE ASSESSMENT
2015-2016

BY: Heather Foster DEPUTY

A separate appeal must be filed for each Parcel and/or unsecured property tax bill.

NAME: Leslie Gene Scott

PARCEL/ACCOUNT NUMBER: 003-050-025-0

hereby appeals the decision of the solid waste fee administrator denying my/our application for an adjustment to the solid waste fees that have been imposed for the 2015-2016 Fiscal Year. I/we further certify that I/we or the entity that I/we represent is/are the owner, or tenant or other party responsible for the waste disposal fee imposed on the above-identified property, pursuant to Section 8.05.010 of the Sierra County Code.

I/we further certify that the basis for the adjustment of solid waste fees is as follows: *(Check all applicable boxes)*

RESIDENTIAL FEE PROPERTIES:

- The property qualifies as a single-family residence. Estimate of use: 18CY actual use: 0
- The property qualifies as a multi-family residential property and the maximum total number of units that are available for occupancy during the year has been miscalculated as _____ units, and the actual number of units that are or may at any time be located on the property during the year is _____.
- Solid Waste System is not immediately available for use by the subject property.

NON-RESIDENTIAL FEE PROPERTIES:

- The amount of refuse that has been generated from the property during the period set by ordinance (April 1, 2014 thru March 31, 2015) has been erroneously calculated as _____ cubic yard of waste and should be _____ cubic yards.

The basis for the above waste generation estimate is as follows:

How can the board justify taxing (or assessing) those property owners who simply visit their summer home/cabin/cottage on occasion to enjoy a few peaceful moments while checking up on their place? Can a simple study of the aggregate of homes constitute an equitable and binding contract that places yet another burden on the part-time resident who, in my particular case, generates not one iota of trash. Rather, should I state, I do generate some small portion of trash which is ultimately removed to be taken back to Butte County where I live and pay for garbage service on the street. Would you say that your ruling to charge for services that I never use is fair and right? Should I be placed in the same grouping as "year-round" residents, each of which, have you considered, may be using considerably more than 18 yards per household to justify the aggregate which includes those tax payers, like myself, who contribute not even a single piece of tissue to the landfill? In fact, I often pick up litter on the side of the road in your fair county of Sierra. And what do I do with the litter? Why, I bring it back to my home in Butte County.

Might we compare this ruling to a county which has abolished the taking of tolls on the principal bridges? Instead of charging those motorists who use the bridge daily, would it be fairer to charge every tax payer a set fee, regardless of whether they use the bridge or not—or whether they even drive!

In summary, the language of your laws may give me absolutely no recourse rather than to submit like a obedient family dog, but I, who have always paid my land taxes and have always paid them in a timely manner, do hereby protest the county ruling with every ounce of energy that fires my soul. I feel like I'm being punished for being responsible. And while those members of the board of supervisors may feel safe and secure in their honored position, may I ask those same people to search their conscience and decide what is really the right thing to do.

Perhaps a miracle will occur. Perhaps one of the ruling class will try standing for a moment in my shoes and take the remedial steps so that justice may prevail. Perhaps.

I have enclosed copies of my last PG&E bills, plus some copies of my Butte County Waste Disposal invoices. Such documents, I am hoping, will enable you to see that I make my home in Butte County in Paradise near Chico. To repeat: I generate no trash in Sierra County. Never have, never will! — Les G. Scott

The appeal must include a written statement of facts fully and fairly describing the basis for the appeal (demonstrating the misapplication of the solid waste fee to the property) together with copies of all relevant documents in support of the appeal.

FAILURE TO PROVIDE ALL INFORMATION REQUIRED BY THIS APPLICATION MAY RESULT IN THE DENIAL OF THE APPLICATION FOR ADJUSTMENT TO SOLID WASTE ASSESSMENT. APPEALS MUST BE FILED WITHIN 60 DAYS OF THE DATE OF THE SOLID WASTE FEE ADMINISTRATOR'S DENIAL OF THE APPLICATION FOR ADJUSTMENT.

In submitting this application for adjustment in solid waste assessment, I declare under penalty of perjury that the foregoing information is true and correct.

Executed on this 7th day of October, 2015



SIGNATURE

RETURN THIS FORM TO:
Sierra County Clerk - Recorder
P.O. Box D
Downieville, CA 95936

Les G. Scott
PRINT OR TYPE NAME

PRINT NAME OF PROPERTY OWNER IF
DIFFERENT FROM APPLICANT

Service For:

LES G SCOTT
23 JOHNSON WY
DOWNIEVILLE, CA 95936

Your Account Summary

Amount Due on Previous Statement	\$15.89
Payment(s) Received Since Last Statement	-15.89
Previous Unpaid Balance	\$0.00
Current Electric Charges	\$12.52

Questions about your bill?

24 hours per day, 7 days per week
Phone: 1-800-743-5000
www.pge.com/MyEnergy

Total Amount Due by 10/21/2015 \$12.52

Local Office Address

127 E MAIN ST
GRASS VALLEY, CA 95945

Service For:

LES G SCOTT
23 JOHNSON WY
DOWNIEVILLE, CA 95936

Your Account Summary

Amount Due on Previous Statement	\$23.10
Payment(s) Received Since Last Statement	-23.10
Previous Unpaid Balance	\$0.00
Current Electric Charges	\$15.89

Questions about your bill?

24 hours per day, 7 days per week
Phone: 1-800-743-5000
www.pge.com/MyEnergy

Total Amount Due by 09/21/2015 \$15.89

Local Office Address

127 E MAIN ST
GRASS VALLEY, CA 95945

PG&E refers to Pacific Gas and Electric Company, a subsidiary of PG&E Corporation. © 2015 Pacific Gas and Electric Company. All rights reserved.

Service For:

LES G SCOTT
23 JOHNSON WY
DOWNIEVILLE, CA 95936

Your Account Summary

Amount Due on Previous Statement	\$33.56
Payment(s) Received Since Last Statement	-33.56
Previous Unpaid Balance	\$0.00
Current Electric Charges	\$23.10

Questions about your bill?

24 hours per day, 7 days per week
Phone: 1-800-743-5000

Total Amount Due by 08/20/2015 \$23.10



NORTHERN RECYCLING & WASTE SERVICES, LLC
 PO BOX 2529 • PARADISE, CA 95967
 920 AMERICAN WAY • PARADISE, CA 95969
 www.northernrecycling.biz
 (530) 876-3340

*****Important Message*****

ONLINE BILL PAY IS HERE VISIT OUR WEB
 SITE www.paradiserecycles.com
 Your ONLINE ACCESS CODE IS 0107382
 Thank you for your prompt payments.
 We appreciate your business.
 questions? please call us @ 530-876-3340

STATEMENT DATE	ACCOUNT NUMBER	DATE PAID	YOUR CHECK NUMBER	AMOUNT PAID
10/01/15	22-0008896 0			

CUSTOMER NAME/BILLING ADDRESS

SERVICE ADDRESS

RETURN SERVICE REQUESTED

3068.PSI.NORTHERN.10/01/15.194455.S11

LES SCOTT
 5129 TOYON LN
 PARADISE CA 95964

5129 TOYON LN

STATEMENT DATE	DESCRIPTION OF SERVICE	QUANTITY	RATE	TOTAL
	OCT NOV DEC 2015 SERVICES			
	PRIOR BALANCE			72.63
7/10/15	PAYMENT - CK# 4456			(72.63)
0/01/15	35GAL TRASH TOTER	1.00	24.210	72.63
0/01/15	95GAL RECYCLING TOTER	1.00		.00
0/01/15	95GAL YARD WASTE TOTER	2.00		.00

****DUE UPON RECEIPT** **PAST DUE, 30 DAYS AFTER STATEMENT DATE****

CURRENT 0-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	BALANCE DUE
72.63	.00	.00	.00	\$ 72.63

DETAILS HERE

STATEMENT DATE	DESCRIPTION OF SERVICE	QUANTITY	RATE	TOTAL
	JUL AUG SEP 2015 SERVICES			
	PRIOR BALANCE			72.09
4/13/15	PAYMENT - CK# 4409			(72.09)
7/01/15	35GAL TRASH TOTER	1.00	24.210	72.63
7/01/15	95GAL RECYCLING TOTER	1.00		.00
7/01/15	95GAL YARD WASTE TOTER	2.00		.00

SIERRA COUNTY

Office of the Assessor
P.O. Box 8
Downieville, California 95936
530-289-3283
Fax 530-289-2801
assessor@sierracounty.ws



Laura A. Marshall
Assessor

September 18, 2015

Leslie G. Scott SS
5129 Toyon Lane
Paradise, CA 95969-6225

Re: Solid Waste Fee
APN: 003-050-025-0

Dear Mr. Scott:

Thank you for your Application for Adjustment to Solid Waste Fee Assessment for the 2015/2016 fiscal year. After a review of your file and your adjustment request filed on September 8, 2015, I must deny your appeal.

Upon receipt of an application for adjustment to solid waste fee assessment Sierra County Code section 8.05.025, *Adjustments to Solid Waste*, requires me to review your file to determine whether the appropriate fee was imposed in accordance with county code and any implementing resolutions.

Your parcel, located at 23 Johnson Way, is improved with a single family residence. The fee that is assessed to single family residential units is based upon an annual study of residential wastes picked up and reported by the licensed waste hauler, InterMountain Disposal. The 2014 study for fiscal year 2015/2016 revealed that Sierra County single family residential units produce approximately 2.534 cans per week—calculating to 18 loose cubic yards per single family residence, per year. Upon review of your file I have correctly assessed 18 loose cubic yards to the parcel noted above.

Pursuant to Section 6, Article XIII D, of the California Constitution, Sierra County identified all parcels upon which a parcel fee would be imposed. On June 26, 2015, the County mailed a Notice of Imposition of Solid Waste Fee for Fiscal Year 2015/2016 to all identified parcels. This Notice included:

- The amount of fee or charge to be imposed on the parcel.
- The basis upon which the amount was calculated.
- The reason for the parcel fee.
- The date, time and location of the public hearing on the proposed fee.
- Instructions for filing and submitting written protest.

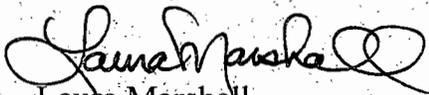
~ Page 2 ~
September 18, 2015

On Tuesday, August 18, 2015, a public hearing was held by the Board of Supervisors at the Loyalton Social Hall. The protest ballots submitted were tallied—243 protests were received constituting approximately 11 percent of the 2,225 applicable properties. Due to the failure of the protest process, the solid waste parcel fee was imposed. The fees set forth in Sierra County Resolution 2015-061 have been properly applied.

In summary, no changes will be made to the solid waste fee assessment for Assessor Parcel Number 003-050-025-0. You may appeal this decision to the Sierra County Board of Supervisors within sixty (60) days from the date of this notification by filing an Appeal of Solid Waste Fee with the County Clerk. You may contact the County Clerk by calling (530) 289-3295.

Please contact me at your convenience if you have any questions or concerns regarding this notification.

Sincerely,



Laura Marshall
Solid Waste Fee Administrator

cc: Sierra County Clerk of the Board

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

MEETING DATE: January 5, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Health & Human Services
APPROVING PARTY: Darden Bynum, LCSW, Director
PHONE NUMBER: (530) 993-6701

AGENDA ITEM: Approval of the addendum of the Professional Services Agreement between Kings View Corporation and Sierra County.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Addendum

BACKGROUND INFORMATION: This addendum of the existing contract 2015-006 reconciles billing anomalies which occurred during a gap in the contracts.

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No Additional General Fund Impact
OTHER FUND: 5671
AMOUNT: \$7,402.00 One Time Expense

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

SPACE BELOW FOR CLERK'S USE

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

COMMENTS:

CLERK TO THE BOARD _____ DATE _____

Memorandum

To: Sierra County Board of Supervisors

From: Darden Bynum, LCSW, Director, Health & Human Services

Reference: Agenda items

Date of memo: 12.29.2015

Date of Board Meeting: 01.05.2016

Regarding: Board of Supervisor approval for the addendum of the contract between Kings View Corporation and Sierra County

Executive summary: This addendum of the existing contract number 2015-006 addresses the gap-payment of two invoices dated 5 January 2015 for the total base amount of \$ 7,402.00.

Background information: The terms of the 2014 contract for electronic medical records terminated on 5 December 2014. The 2015 contract did not begin until 20 January 2015. During the time between these dates H&HS received two invoices dated in January 2015. The invoices were built into the 2014 contract; however, because that contract expired on 5 December 2014, the Auditor paid them out of the 2015-006 contract. What this in effect did was short the 2015-006 contract amount by \$ 7,401.65 while the 2014 contract was left underspent by the same amount. To bridge this gap and be able to meet the remainder of our obligation for the 2015 agreement, H&HS was advised to have Contract number 2015-006 amended to include provision for the two invoices, an increase of \$ 7,402.00. All other terms remain the same.

Recommendation: It is recommended that this amendment be approved.

AMENDMENT
To
AGREEMENT FOR
PROFESSIONAL SERVICES

The following is an amendment to that certain Agreement No. 2015-006 (“Agreement”) with an effective date of December 1, 2015, by and between the County of Sierra, a political subdivision of the State of California (“the COUNTY”) and Kings View Corporation (“the CONTRACTOR”).

1. Exhibit C of the Agreement, Payment, is amended as attached to reflect an increase of \$7,402.00.
2. The term of the contract has been amended from “one year from date of signature” to December 1, 2014 through January 20, 2016.
3. All other terms and conditions of the Agreement 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”

LEE ADAMS
Chairman, Board of Supervisors

LEON HOOVER, CEO KINGS VIEW

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

JAMES A. CURTIS
County Counsel

ADDENDUM TO EXHIBIT C
SIERRA COUNTY BEHAVIORAL HEALTH SERVICES
ANASAZI SUPPORT AGREEMENT

ANNUAL RECCURING COSTS

\$ 27,576 plus sales tax

- a. Support Agreement: \$27,168
- b. Annual Visual Data Flex Subscription 12 Concurrent Users: \$284
- c. Annual Database Driver Subscription 12 Concurrent Users: \$124
- d. Recurring annual cost start at the contract effective date.

AGREEMENT NO. 2016-
(An Amendment to Agreement No. 2015-099)

**AMENDMENT to AGREEMENT
FOR
PROFESSIONAL SERVICES**

The following is an amendment to that certain Agreement No. 2015-099 (“Agreement”) with an Effective Date of September 1, 2015 by and between the County of Sierra, a political subdivision of the State of California (“the County”) and Dudek, “Contractor”.

Operative Provisions-2 Term: Is hereby amended to provide a new termination date of April 1, 2016

Attachment A Scope of Services: Amendment to that certain portion of the agreement referred to Section A.1 “Scope of Services and Duties” is hereby amended to add the following language:

And, as further amended to include the expanded scope of services for supplemental work pertaining to: Background Biological Studies (as detailed in Attachment A-2); Jurisdictional wetland delineations (as detailed in Attachment A-3); and, additional out-of-scope review, analysis and incorporation into the base contract CEQA work of supplemental information to be provided by the applicant as requested by the County and detailed in an e-mail dated Dec 9, 2015 and a memo by Dudek dated Dec. 1, 2015 (ref. Attachment A-4)

Attachment B: Amendment to that certain portion of agreement referred to as “Payment” is hereby amended as:

Increase maximum contract amount to \$59,820.00

All other terms and conditions of the Agreement to remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date 2016, January, 5th.

COUNTY OF SIERRA

“CONTRACTOR”

Lee Adams
Chairman, Board of Supervisors

Frank Dudek, President
Dudek

ATTEST:

APPROVED AS TO FORM:

Heather Foster
Clerk of the Board

James Curtis
County Counsel

ATTACHMENT A-2

**Biological Study
Update and Supplement**

October 7, 2015

Brandon Pangman
Assistant Director
Sierra County Planning Department
101 Courthouse Square
P O Box 530
Downieville, CA 95936

Subject: Scope of Work to Update and Supplement the Biological Study for the Sierra Hot Springs Master Plan, Sierra County, California.

Mr. Pangman:

Attached please find Dudek's scope of work and cost estimate for to prepare an update and supplemental information to address the items identified in Dudek's September 24, 2015 review of the Sierra Hot Springs Master Plan Biological Study prepared by EcoSynthesis Scientific & Regulatory Services, Inc. The update and supplemental information will be focused on providing information to support CEQA analysis of impacts to biological resources and will be focused within the approximately 65-acre area of potential long term disturbance as identified by Nevada County Engineering on the exhibit entitled "Areas of Potential Long Term Disturbance Sierra Hot Springs." This cost estimate assumes that a single day of field work will be required and that the field work can be carried out in coordination with the wetland delineation. Dudek bills on a time and materials basis and will only bill for work completed. If fewer hours are required to complete the delineation, Dudek will only bill for time expended.

Please do not hesitate to call me if you have any questions or comments on our quote. I can be reached by email at kderby@dudek.com, at my office at 530-863-4653, or on my mobile at 530-305-0603. We look forward to hearing from you soon.

Sincerely,



Markus Lang
Project Manager

Att.: *Scope of Work and Cost Estimate*

Task 1: Update and Supplement the Biological Study for the Sierra Hot Springs Master Plan

Dudek will prepare a supplement to the Sierra Hot Springs Master Plan Biological Study prepared by EcoSynthesis Scientific & Regulatory Services to address items identified by the Dudek's September 24, 2015 review of the Ecosynthesis study. The supplemental report will focus on revisions that are pertinent to the 65-acre proposed disturbance area and those needed to support the CEQA analysis of biological resources impacts. The following items identified by Dudek's review will be addressed by our supplemental report:

- Summarize the project description of the proposed project;
- Clearly define the Study Area (anticipated disturbance area) and why that portion of the property is being studied;
- Add additional information obtained from USFWS and CNPS databases to complete the methodology;
- Add content regarding the sensitivity of fen communities;
- Provide a map to depict hydrologic features onsite;
- Incorporate soils information available from the NRCS Soil Survey provide a soils figure as an appendix;
- Complete Table 2 to include the status of all species in the table, a determination regarding the potential for these species to occur within the Study Area, and expand on the habitat requirements and other relevant information that applies to these species, such as breeding season or blooming period, etc;
- Revise Figure 2 to identify the Study Area (supplement study area will be anticipated area of disturbance);
- Consult with CDFW regarding the Loyalton-Truckee Deer Herd use of the site and incorporate the results into the study as well as a description of deer fawning habitat;
- Include a discussion of available habitat and potential use of the site by native birds protected by the MBTA and other special-status wildlife;
- Include a Recommendations section at the end of the report that summarizes mitigation measures and follow-up surveys that should be carried out prior to the initiation of development of the site, including a wetland delineation and recommended focused surveys, as described above. Also include

recommendations for reducing the spread of invasive plants during and after construction.

It is anticipated that one day of field work will be required to review site conditions and evaluate and verify site conditions as reported in the EcoSynthesis study.

Total for Task 1: \$2,985.00

Assumptions

- No tasks outside the agreed scope of work will be performed without additional payment and prior authorization from the client in writing;
- DUDEK will provide a scope of services and cost estimate for additional work when requested;
- Work will be performed on a time and materials basis.

ATTACHMENT A-3

**Jurisdictional Wetland Delineation
Supplemental Scope of Services**

October 7, 2015

Brandon Pangman
Assistant Director
Sierra County Planning Department
101 Courthouse Square
P O Box 530
Downieville, CA 95936

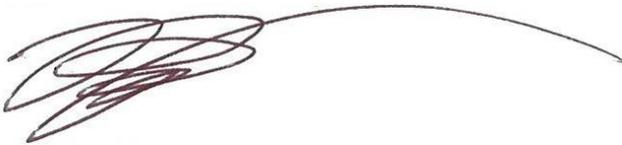
Subject: Revised - Scope of Work for a Jurisdictional Delineation at the Sierra Hot Springs in Sierra County, California.

Mr. Pangman:

Dudek is providing this revised scope of work and cost estimate for the jurisdictional delineation of wetlands and waters of the United States (U.S.) and the State of California at the Sierra Hot Springs within the approximately 65 acre area of potential long term disturbance. Please note that the cost estimate assumes that all field work can be completed in two full days by a single wetlands biologist. Dudek bills on a time and materials basis and will only bill for work completed. If fewer hours are required to complete the delineation, Dudek will only bill for time expended.

Please do not hesitate to call me if you have any questions or comments on our quote. I can be reached by email at kderby@dudek.com, at my office at 530-863-4653, or on my mobile at 530-305-0603. We look forward to hearing from you soon.

Sincerely,



Kevin Derby

Senior Biologist

Att.: *Scope of Work and Cost Estimate*

Task 1: Jurisdictional Delineation

Based on a preliminary review of aerial photography, previous wetland delineation data, and knowledge of the project area, two to three drainages that could qualify as jurisdictional waters of the United States run through the anticipated development area. This scope of work assumes that the delineation will be a combination of a desktop delineation utilizing satellite imagery (to easily identify linear features) and field data collected at the site with GPS technology.

The preliminary jurisdictional determination of these areas will be made based on the regulations of the following agencies:

- Waters of the U.S., including wetlands, under the jurisdiction of the U.S. Army Corps of Engineers (ACOE) pursuant to Section 404 of the federal Clean Water Act.
- Wetlands under the jurisdiction of the Regional Water Quality Control Board (RWQCB) pursuant to Section 401 of the Clean Water Act and the Porter-Cologne Act.
- Wetlands under the jurisdiction of CDFW, pursuant to Section 1602 of the California Fish and Game Code.

The ACOE and RWQCB wetlands delineation will be performed in accordance with the *Federal Manual for Identifying and Delineating Jurisdictional Wetlands, Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region*, and *U.S. Army Corps of Engineers Jurisdictional Determination Form Instructional Guidebook*. The wetland delineation consists of the field identification of jurisdictional wetlands using the three criteria described in the ACOE manual: hydric soils, hydrology, and hydrophytic vegetation. Following the field delineation, Dudek will prepare a preliminary wetland delineation report for submission to the applicable resource agencies. This report will map wetlands within the study area and provide a preliminary determination of jurisdictional features onsite. This scope of work and cost estimate does not include a verification meeting with resource agencies, as verification is not required for CEQA analysis purposes. Dudek will provide a revised scope of work and cost estimate if a verification meeting is requested.

Total for Task 1: \$7,805.00

Assumptions

- No tasks outside the agreed scope of work will be performed without additional payment and prior authorization from the client in writing;

- DUDEK will provide a scope of services and cost estimate for additional work when requested;
- Work will be performed on a time and materials basis.

ATTACHMENT A-4

**Supplemental Request for Additional Information
(Consolidated)**

Brandon Pangman

From: Brandon Pangman
Sent: Wednesday, December 09, 2015 5:51 PM
To: andy@nevadacityengineering.com; kaisa@bgypsies.com
Cc: Markus Lang; Kathy Whitlow; Tim Beals
Subject: FW: SHS - Issue Summary Memo
Attachments: Memo_tech studies Issue Summary 120115.pdf; KDA Report_12-8-15_with Appendix.pdf; 2015-11-23 CDFW comments on deer migration.pdf; 2015-6-29 DDW prelim comments.pdf; 4458-01 Septic Peer Review_H&K_10-23-2015.pdf; Final_Water_System_Engineering_Peer_Review_10-21-2015.pdf

Andy and Kaisa,

Please see the attached memo prepared by our CEQA consultant, Dudek. It summarizes ‘where we are’ with respect to the various background technical studies and unresolved issues. I have spent nearly 4 hours on the phone with Markus Lang discussing this and providing feedback and direction, so some of this has already been resolved. I have asked Markus to go ahead and complete a “naked checklist” preliminary Initial Study at this point, and identify those items that either seem to trigger an EIR or require additional information before we know “what box to check.”

In the meantime I wanted you to see this memo and make sure you have copies of all reports and peer reviews to date. Here is a list of the relevant technical reports and peer reviews we have so far (hopefully I didn’t leave anything out):

1. Traffic study [KDA—see attached]
2. Prelim. Septic Report [Dodds]
3. Septic peer review [H&K]
4. Geotech. [H&K]
5. Prelim. Water supply [Sauers]
6. Water supply peer review [Dudek]
7. Prelim. Bio. [EcoSynthesis]
8. Bio. peer review [Dudek]
9. Wetland Delineation—*still pending* [Dudek]
10. Prelim. Archaeology [Genesis Society]
11. Arch. peer review [Dudek]
12. Fire services impact study—*still pending w/ Fire District* [CityGate]
13. CDFW comments on deer migration corridor [e-mail—see attached]
14. Div. of Drinking Water comments on water system [attached]

I know you have some/most of these; let me know which of these you are missing and I will forward them to you electronically.

Based on our recent discussion about the attached summary memo, I have identified five (5) issues that are holding up completion of the CEQA Initial Study (with the understanding that you have expressed a desire to avoid an EIR and mitigate all potentially significant impacts where possible):

- If the Fire District imposes recommendations from the upcoming [Fire Services Impact Study](#) that result in physical changes (road realignments, new turn-arounds, different infrastructure, off-site improvements, etc.) those will need to be incorporated into the map/plan and the project description will need to be updated to reflect it—which will be the basis of review/analysis under CEQA. So we can’t complete the Initial Study and

discuss mitigation until we fill in these blanks. Otherwise, we must conclude a ‘potentially significant impact’ based on the current project description that does not appear to meet the Fire District’s standards (and thus, EIR).

- We need supplementary/additional design details on the septic system. The Dodds report is simply too general to know whether the areas identified for ‘potential sewage disposal site’ [leach fields] are feasible, or whether an alternative design (engineered treatment, etc.) may be needed. See peer review of the Dodds report (attached). They seem to be calling into question the feasibility of a standard onsite septic system for so large a mixed-use development, based on some limited soils tests and no engineered design analysis. If, for example, the lodge and restaurant end up requiring a larger (or different) area for septic infrastructure, we need to be sure it will not impact nearby wetlands, etc. or this could trigger an EIR.
- The Arch. Report lacks some important details. For example, it talked about a previously-catalogued site (CA-SIE-30; the disturbance of which could potentially be significant), but failed to identify the site—leaving uncertainty about whether features of the project might potentially disturb it or not. It ‘may’ not require further sub-surface ground sampling (which is likely infeasible this late in the season), if the author can provide clarification from written records and maps, etc. See other comments in the memo requesting further clarifications.
- The water supply appears to be inadequate, based on early comments by the State Division of Drinking Water (DDW; attached) and the peer review of the Sauers report. The water system classification remains uncertain (‘Non-Transient, Non-Community Water System’ or something else...?), and both the water quality and quantity (including taking one spring off-line, plus a requisite margin of safety) were called into question. We need more info. But this suggests that one or more wells would probably need to be drilled; and depending on where they are located, the drilling and trenching to lay supply lines, etc. ‘could’ impact wetlands or other sensitive areas if not carefully considered. We need more info. on the proposed water system and may need you to identify alternative water source/s and potential sites and appurtenant infrastructure (pumps, tanks, lines) so Dudek can analyze potential impacts of the revised design.
- Regarding Bio.: See the rather alarming comment made by Cal. Dept. of Fish & Wildlife about the deer migration corridor (attached): “...*This project has the potential to block migration of this deer herd. The project should be modified to allow wide migration corridors for this deer herd. This may mean reconfiguration of staff housing and multi- use buildings/guest cabins to facilitate movement of deer through the area....*” Dudek is seeking out the person who made this comment to see if we can get them to qualify this statement or offer some feasible mitigation or state for the record that it is not ‘a potentially significant impact’ or something. As it stands, this kind of statement can kick us into an EIR without modification of the project description.

Please review the memo and peer review documents carefully and let us know if you have concerns about contacting the authors of your supplied technical studies for additional information.

Feel free to call if you want to discuss.

Thanks,

BRANDON PANGMAN
Assistant Director
Sierra County Planning Department
(530) 289-3251
bpangman@sierracounty.ca.gov

bwp:12-____, encls.

From: Markus Lang [mailto:mlang@dudek.com]
Sent: Tuesday, December 01, 2015 3:00 PM
To: Brandon Pangman

Cc: Tim Beals; Cathy Spence-Wells
Subject: SHS - Issue Summary Memo

Brandon,

See attached memo that summarizes the issues pertinent to CEQA that came out of our peer reviews and technical studies. We need to discuss as soon as you have a chance to review. I want to emphasize that this memo focuses on issues pertinent to completing the CEQA review and does not cover all important information contained in the peer reviews and tech studies. I also want to note that preparing this memo is not part of our scope of work and it took some time to compile. At this point our efforts have gone beyond peer review and are more toward developing/modifying the applicant's project description and a preliminary analysis of CEQA issues and constraints, which was not part of our work program.

As stated in the memo, I suggest we move forward with a rough CEQA checklist to more specifically identify issues that could determine EIR or IS/MND as this is our ultimate work program product. I don't think we need a formal PD to do this – we can use the Master Plan since it's preliminary. Let's discuss.

Thanks,
Markus

Markus Lang
Project Manager, Environmental

DUDEK | *Natural Resource Management* | *Infrastructure Development* | *Regulatory Compliance*
D: 530.863.4643 | O: 530.887.8500
853 Lincoln Way, Suite #208
Auburn, CA 95603

www.dudek.com www.facebook.com/dudeknews

PLEASE NOTE: Dudek uses an email filter to clean viruses and filter Spam. Please take the time to verify receipt of any important or time-sensitive email sent to us.

MEMORANDUM

To: Brandon Pangman, Assistant Director, Sierra County Planning Department
From: Markus Lang, Project Manager, Dudek
Subject: Sierra Hot Springs - Technical Study Summary
Date: December 1, 2015
cc: Tim Beals, Planning Director
Attachment(s):

***Introduction***

This memo is provided to summarize the findings of the background studies/peer reviews completed to date relative to what bearing they may have on CEQA compliance. These issues were briefly identified in individual emails provided previously with submittal of each technical report to the County. This memo identifies the most substantial issues identified by the studies and provides input regarding how each might be addressed and next steps to move the project forward. I propose that we meet to discuss further after County staff has had a chance to review. Please note that this memo does not contain all of the important information provided in each study and individual studies should be reviewed independently by the County and the applicant for a comprehensive understanding of the findings of each of the technical reports. As indicated in the discussion below, some of the peer reviews should be provided to the preparer to respond or provide an updated or supplement to the original report.

Traffic – KD Anderson, 11/9/15

KD Anderson's study identified the following issues:

- The study identified significant impacts to roadway segment LOS in the existing plus project and in the cumulative (year 2035 plus project) condition.
- Mitigation recommended by the study includes a phased impact mitigation program.
 - Recommended Phase 1 mitigation includes a maintenance agreement for unpaved segments of Lemmon Canyon Road and Campbell Hot Springs Road serving the facility from SR 49. This would mitigate the impact associated with increased maintenance needs due to increased traffic volumes on gravel roads. (The usability of gravel roads for higher traffic volumes is related to the ability to maintain the roadway surface.)
 - Recommended Phase 2 mitigation includes paving these road segments.
 - It is recommended that mitigation phasing would be tied to key milestones in buildout of the Master Plan.

Memorandum

Subject: Sierra Hot Springs

Decision points for Lead Agency regarding mitigation:

- Accept recommended phased mitigation?
- Identify key milestones for phasing. These could be installation of infrastructure, construction of the lodge or campground, or other triggers with a nexus to traffic generation.
- Craft mitigation measure that would reduce impact to Less than Significant for CEQA.

Suggested CEQA conclusion is *Less than Significant* after implementing mitigation.

Geotechnical Report – H&K, 10/20/15

- Geotechnical report concluded with opinion that the project is feasible from a geotechnical standpoint, provided that the recommendations presented in the report are incorporated into the project plans.
- Mitigation for CEQA purposes would include adhering to the recommendations included in the geotechnical report, which include specifications for clearing and grubbing, cut slope and grading, soil preparation and placement of fill, erosion control, trenching excavation and backfill, dewatering, and stormwater drainage design. Recommendations are also provided for monitoring and plan review and structural improvement design criteria.
- Decision points for Lead Agency: accept report conclusions and recommendations or modify/reject.
- Suggested CEQA conclusion of *Less than Significant* after mitigation.

Review of Preliminary Soils Testing and Septic Site Evaluation Report – H&K, 10/23/15

The issues identified by this review include the following:

- Campground (Area 1) and Staff Housing (Area 2) – the review recommends that more specific flow rates be determined, the system be designed in more detail, and that a MUSDA be determined using the design percolation rates.
- Remote Workshop (Area 3)(disposal area proposed for restaurant, lodge, and pools complex) – the review states “...we anticipate that the required MUSDA would be substantially greater than the area which was investigated,” and states that the required size of the disposal area could have a significant effect on the ability to develop the site as proposed. The report recommends determining a MUSDA and further investigation to determine if there is adequate area for wastewater disposal.
- The report states reservations about the use of a pumped standard septic system design for a project of the size proposed.

In general the peer review indicates that further investigation and design / project-specific information is required before it can be determined that soils can handle wastewater from the proposed

Memorandum

Subject: Sierra Hot Springs

development and questions whether a standard septic system is appropriate. If a standard system won't work they might need a small package plant or something else and we would need to know the details of that for CEQA since it could require additional impact area, etc. Specific CEQA concerns are as follows:

- Project description: The concerns raised by the peer review indicate that we do not have adequate information to allow for a project-level CEQA analysis because we cannot adequately describe the proposed wastewater disposal system that would serve the project and / or the proposed wastewater disposal system/disposal area could change and require subsequent review at a later date to evaluate impacts.
- Appendix G: Appendix G of the CEQA Guidelines provides the prompts for the analysis that will be carried out for the IS/MND. This includes an analysis of the adequacy of proposed wastewater treatment (Section VI.e Geology and Soils and Section XVII. Utilities and Service Systems). While the CEQA analysis would point out that the project would be required to comply with County and State requirements for wastewater disposal, in light of the findings of the peer review additional design details are needed to adequately evaluate the impacts and adequacy of the system to support the proposed development and to evaluate potential impacts in other resource areas that could be affected by a change in the proposed treatment/disposal system. Any updated wastewater information should be based on updated occupancy/visitation projections used in traffic modeling.

Review of Cultural Report – Dudek, 11/4/15

Dudek's peer review should be provided to the report preparer to respond, preferably with a revised report. The issues relevant to completing the CEQA review include the following:

- The finding regarding significance and eligibility of the building identified as SHS 1 is not clear. Additional support and clarification should be provided per the peer review and to allow for determination of impact significance under CEQA.
- The site identified as CA-SIE-30 was not located by the investigator and there is inconsistent language in the report in regards to site location that should be addressed by the study preparer. Since the site is previously documented, additional subsurface investigative work is recommended to determine presence/absence of the site and potential site eligibility for CRHR listing and to allow for impact significance determination under CEQA. The applicant-provided study recommends initial construction monitoring for subsurface artifacts. This could be a viable CEQA approach if tied to a mitigation measure with performance standards that would stop construction and require site boundary delineation and a significance evaluation in the event that any artifacts are found. However, this approach could result in substantial delays, project redesign, and subsequent CEQA review should subsurface artifacts be discovered. This is a decision point for the Lead Agency to consider.
- Citing illicit artifact collection, the peer review states that surface artifacts may not represent the true distribution of resource sites and suggests that exploratory subsurface sampling could

Memorandum

Subject: Sierra Hot Springs

be employed to determine whether other resources exist. The Lead Agency may take this into consideration.

- The peer review indicates that scientific collection could be preferable to fencing for high traffic areas to preserve the resource values of cultural resources onsite and suggests that other mitigation measures could also be considered to protect against illicit artifact collection and protect resources. The Lead Agency may take this into consideration.

Review of Water System Planning Study– Dudek, 10/14/15

The primary issues identified that are relevant to CEQA are as follows:

- Demand assumptions should be updated as necessary to be consistent with occupancy/visitation projections used in traffic modeling.
- Source water production is barely over anticipated demand *at buildout* (note that a typical margin of safety would be 50% over demand and for a non-transient classified use would be 100% minimum over demand). This could represent a significant impact under CEQA.
- An alternative source of water (a new well) is recommended to provide reliable water. Impacts associated with constructing a new well need to be analyzed under CEQA so details about the well including anticipated and/or alternative locations and disturbance area need to be provided.
- CDPH’s call re classification as transient or non-transient is critical in determining if a new water source is necessary and to allow for appropriate project planning. Has CDPH provided input?

Biological Resources – Dudek, peer review 9/24/15; supplement draft pending

The supplemental report is in draft form and will be completed shortly; we’ve been waiting on input from CDFW regarding the Loyalton-Truckee deer herd. Standard biological resources protection measures were identified, including rare plant and surveys, nesting bird surveys, invasive weed BMPs, and wetland avoidance and permits for any impacts. CDFW has provided data indicating that resident and migratory deer use the property and that it is a migration route. CDFW stated in an email: *“This project has the potential to block migration of this deer herd. The project should be modified to allow wide migration corridors for this deer herd. This may mean reconfiguration of staff housing and multi-use buildings/guest cabins to facilitate movement of deer through the area.”* Impacts to migrating deer that concern CDFW could be a significant impact under CEQA, though it appears that the clustered nature of the proposed development and lack of fencing would not substantially constrain wildlife movement through the development area. The applicant may want to consult with CDFW prior to moving forward with CEQA. Conversely, it could be helpful to move forward with CEQA in order to obtain comprehensive input from agencies and the interested public.

Wetland Delineation – Dudek, draft

The wetland delineation will be provided shortly. The applicant has expressed the intention to avoid all impacts to wetlands and should review the wetland delineation when it’s complete and adjust project plans to avoid impacts, as necessary.

Memorandum

Subject: Sierra Hot Springs

Fire/Emergency – General Comments, no associated report

Re-iterating what has come out of emails in the last couple of weeks:

Building Standards - Andy has indicated that discussions with the Fire District resulted in some understanding that limited variances to the fire code would be acceptable to the District. For CEQA purposes it would be helpful to have something to rely upon in their ordinance or a letter stating that the existing site plan is acceptable to the District and presents no constraints to providing emergency services. We could also handle it by stating in the CEQA document that the project would be reviewed by the District prior to final improvement plans. However, if changes are required to comply with fire standards in the future it would be up to the County to decide if the changes warrant any further CEQA analysis. Typically, we have some input from the fire authority regarding access standards, etc, prior to the CEQA document going public.

Service Levels - Based on emails in the last week regarding the applicant's ongoing meetings with the Fire District, it sounds like the District is also requesting a service analysis of some sort to determine whether the resort expansion would represent a significant impact to services. Impacts to emergency services are typically mitigated by payment of an established facilities fee which reduces the impact to Less than Significant for CEQA, but sometimes new facilities are required to meet the demand and are constructed for a particular project and analyzed as part of the CEQA review. The questions to be analyzed regarding fire response for CEQA IS/MND purposes are below and primarily relate to physical expansion of services facilities as the result of a project.

Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Would the project expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? [this can be a risk resulting from inability to provide an adequate response]

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:

Conclusion

Please review and let's discuss at your earliest convenience. My recommendation is to move forward with a rough CEQA checklist to identify any other concerns. I think this can be done without a formal Project Description using the Master Plan. It seems that many things could still change.

- Markus

**AGREEMENT FOR
PROFESSIONAL
SERVICES**

Sierra Hot Springs Resort – CEQA 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 ("COUNTY"), and

DUDEK, A CORPORATION
"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, and more particularly described in Attachment 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, and contained in Attachment A-1.

2. TERM.

Commencement Date: Upon issuance of Notice to Proceed by COUNTY

Termination Date: February 1, 2016

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".

September 1, 2015

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 is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Frank Dudek 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 – Scope of Services
- Attachment B – Payment
- Attachment C – Additional Provisions
- Attachment D – General Provisions
- Attachment E – Form of Invoice

9. AGREEMENT DATE. The Agreement Date is: August 18, 2015

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

"COUNTY"

"CONTRACTOR"

COUNTY OF SIERRA

DUDEK

By James Beard
James Beard, Chairman
Board of Supervisors

Frank Dudek
Frank Dudek, President 8-26-15

CONTRACTOR TAXPAYER I.D. NUMBER

(Taxpayer I.D. or Social Security No.)

ATTEST:

APPROVED AS TO FORM:

Heather Foster
HEATHER FOSTER
Clerk of the Board

James A. Curtis
JAMES A. CURTIS
County Counsel, by
Christian Curtis
Deputy County Counsel

ATTACHMENT A

SCOPE OF SERVICES

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

Provision of all labor and materials as necessary to complete the preliminary CEQA environmental review for the Sierra Hot Springs land development project including: Project Management, Development of a Detailed Project Description, Third Party Review of Applicant-furnished Technical Studies, Performance of Additional Surveys and Technical Studies (Air Quality Monitoring & Greenhouse Gas Emissions, Traffic Assessment, Geotechnical Investigation), Administrative Draft Initial Study, and preparation of an additional proposal to complete all necessary CEQA work as indicated by the Initial Study or County's direction (i.e., Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report); and as set forth in greater detail in the Scope of Work contained in Attachment A-1.

A.2. TIME SERVICES RENDERED.

Commencement Date: Upon issuance of Notice to Proceed by COUNTY Planning Director

Termination Date: Upon acceptance by the COUNTY of services rendered, or termination of this contract pursuant to Section D.13.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

A.4. FACILITIES FURNISHED BY COUNTY.

None

ATTACHMENT A-1

SCOPE OF WORK – DETAILS

July 10, 2015

Brandon Pangman, Assistant Director
Department of Planning and Building Inspection
Sierra County
P.O. Box 530
Downieville, CA 95936

**Subject: Sierra Hot Springs Resort – CEQA Services
Community of Sierraville, Sierra County, CA**

Dear Brandon:

Thank you for requesting this proposal from Dudek to provide Sierra County with CEQA document preparation services for the proposed Sierra Hot Springs Resort project. Below is our scope of work, cost estimate, and schedule to prepare preliminary CEQA documentation with the objective of identifying the necessary level of CEQA analysis required for the project (i.e. MND or EIR). If the Initial Study identifies impacts that cannot be mitigated to a less than significant level an EIR must be prepared. However, it is our understanding that the applicant has made an effort to avoid project constraints and that an MND may provide the appropriate level of CEQA analysis. The CEQA analysis, either MND or EIR would be completed under an amended scope after the County determines the appropriate level of review based on the results of this work program. The estimated cost to complete the tasks outlined in our scope of work, which includes preparation of air quality and greenhouse gas emissions modeling, a traffic assessment, and geotechnical investigation, as well as peer reviews of the applicant-provided cultural resources study, preliminary soils testing and septic report, water system planning study, and biological resources technical report is **\$36,530.00**.

Thank you for requesting this proposal from Dudek to provide Sierra County with CEQA document preparation services for the proposed Sierra Hot Springs Resort project. Below is our scope of work, cost estimate, and schedule to prepare preliminary CEQA documentation with the objective of identifying the necessary level of CEQA analysis required for the project (i.e. MND or EIR). If the Initial Study identifies impacts that cannot be mitigated to a less than significant level an EIR must be prepared. However, it is our understanding that the applicant has made an effort to avoid project constraints and that an MND may provide the appropriate level of CEQA analysis. The CEQA analysis, either MND or EIR would be completed under an amended scope after the County determines the appropriate level of review based on the results of this work program. The estimated cost to complete the tasks outlined in our scope of work, which includes preparation of air quality and greenhouse gas emissions modeling, a traffic assessment, and geotechnical investigation, as well as peer reviews of the applicant-provided cultural resources study, preliminary soils testing and septic report, water system planning study, and biological resources technical report is **\$36,530.00**.

Project Understanding
The project applicant is proposing to expand and re-develop the existing Sierra Hot Springs Resort consistent with the adopted prevailing Masterplan over a 20-year buildout period. The proposed project consists of a 35,600 square-foot lodge with 60 guest rooms, a restaurant, 50 campsites, 2 manager homes, 11 guest cabins, 40 staff housing units, a multi-use building, and pool complex. The proposed project would also develop infrastructure, parking, access roads, and trails throughout the site.

General Project Approach and Scope of Work

TASK I: PROJECT DESCRIPTION

Upon authorization to proceed, Dudek will review all background information provided by the County, such as County planning documents and project applications, and other relevant environmental information for the project site and vicinity. Dudek will work closely with County staff to prepare a draft project description.

The project will require a zone amendment, approval of a special use permit from the County, and a Development Agreement to allow a twenty year period in which to obtain building permits for project buildout. Preliminary review of the proposed project indicates that key issues to be evaluated in preparing the CEQA documentation include evaluation of air quality/greenhouse gases, biological resources, cultural resources, geology and soils, and water and wastewater service.

Weekday 24-hour daily counts will be obtained for study area roadway segments to be selected in consultation with Sierra County staff. KDA will address up to three (3) segments, including but not limited to:

- SR 49 from SR 89 junction to Lemon Canyon Road
- Lemon Canyon Road from SR 49 to Campbell Hots Springs Road
- Campbell Hots Springs Road from Lemon Canyon Road to project

Caltrans data will be employed to identify 24 hr data on state highways, but two new 24 hr traffic counts will be conducted on Sierra County roads.

3. **Existing Conditions Analysis.** Based on the data collected in Task 2, "Existing" traffic operating conditions will be analyzed and compared to adopted standards. Roadways and intersections in the vicinity of the proposed project will be described in terms of functional classification, roadway geometries, number of travel lanes, pavement condition and current traffic volumes. Roadway and intersection weekday a.m. and p.m. peak-hour and daily capacity / Level of Service analysis will be completed for these conditions using the standards accepted by Caltrans and Sierra County. Available sight distance will be determined in the field and compared to Caltrans HDM requirements. The criteria accepted by each agency to determine the relative need for paved roads will be introduced. Existing facilities for alternative transportation modes, such as pedestrians, bicycles and transit, will be identified, and future plans will be noted.
4. **Identify Project Characteristics.** The number of vehicle trips expected to be generated by the proposed project will be estimated for weekday or weekend daily and peak hour conditions. These estimates will be based on consideration of published data for similar facilities (i.e., lodging and campgrounds) or based on an individual porforma for selected aspects of the project. The existing site trip generation will be identified from our counts and the net increase in traffic accompanying the project will be calculated. The directional distribution of the project generated traffic will be estimated based on currently observed travel patterns or consideration of regional access routes to eastern Sierra County. Traffic will be assigned to the existing road system based on logical travel patterns associated with this directional distribution.
5. **Evaluate Existing Plus Project Impacts.** The project generated peak hour and daily trip volumes will be added to the existing volumes to obtain the "Existing Plus Project" traffic volumes. The potential Level of Service impacts of the project will be quantified at the study area intersections and roadways. The extent to which project traffic results in the need for safety improvements or paved roads will be evaluated based on the criteria noted under Task 3.
6. **Identify Cumulative No Project Traffic Volumes.** Cumulative No Project traffic conditions will be based on combination of data available from the SR 49 and SR 89 Transportation Concept Reports or Sierra County RTP, as well as specific traffic contributions associated with any approved projects identified by County staff for this area of Sierra County. Resulting peak hour and daily roadway and intersection traffic volumes will be developed.
7. **Evaluate Cumulative Plus Project Impacts.** Project generated peak hour trips will be added to the cumulative background volumes to create the "Cumulative Plus Project" conditions. The potential Level of Service impacts of the project will be quantified in comparison to "Year 2035 No Project" conditions at all study area intersections and roadway segments. The significance of project impacts will be determined based on adopted significance criteria.

Mr. Brandon Pangman

Subject: Sierra Hot Springs Resort Project – CEQA Services

4. Vegetation.
5. Geologic units exposed at the surface

Subsurface Investigation

H&K will perform a subsurface investigation to obtain an understanding of the soil, rock and groundwater conditions underlying the project site. Prior to our field investigation, we will obtain underground service alert clearance for the site. Our field investigation will include the excavation of 8 to 12 exploratory trenches focusing on the areas of the proposed structural improvements to depths up to a maximum 8 feet below the ground surface. Our field investigation may also include 2 to 3 shallow excavations in the proposed paved areas to depths up to 3 feet deep to facilitate the collection of composite soil samples. Excavated soil will be placed back into the exploratory trenches, but will not be compacted. Recomposition of the trenches should be accomplished during grading for the project.

H&K's engineer/geologist will log the soil conditions, and collect relatively undisturbed and bulk soil samples. Relatively undisturbed soil samples will be collected with a 2.0-inch-diameter (inside diameter) hand-activated sampler equipped with brass liner tubes. Additional soil samples may be taken and/or the sample intervals may be changed depending upon the soil conditions encountered. The soil samples will be labeled, sealed, and transported to our laboratory where selected samples will be tested to determine their engineering material properties.

Laboratory Testing

H&K will perform laboratory tests on selected soil samples to determine their engineering material properties. Laboratory tests will be performed using American Society for Testing and Materials (ASTM) and Caltrans methods, as guidelines.

Data Analysis and Engineering

Data will be analyzed and engineering calculations will be performed to determine the following:

1. Soil bearing capacity for shallow foundations.
2. Lateral earth pressures for foundation and retaining wall design.
3. Soil-concrete friction coefficients.
4. Soil shear strength.
5. Soil expansion and swell potential (if appropriate).
6. Design sections for asphalt pavement.

H&K will develop geotechnical engineering recommendations for earthwork and structural improvements and provide applicable recommendations. The geotechnical engineering recommendations will include the following.

Earthwork Improvement Recommendations

1. Site clearing and subgrade preparation.
2. Fill moisture conditioning, placement, and compaction requirements.
3. Cut and fill slope grading.
4. Utility trench backfill placement and compaction requirements.
5. Retaining wall backfill specifications.
6. Retaining wall drainage.
7. Surface water drainage.
8. Erosion control.
9. Expansive soil mitigation (if encountered during our investigation).
10. Temporary construction dewatering methods.

Mr. Brandon Pangman

Subject: Sierra Hot Springs Resort Project – CEQA Services

regulatory discussions, special-status species occurrence data, study results and conclusions and management recommendations, and appropriate appendices. Dudek will summarize the review in a memo report and will include recommendations for revision of the study, as necessary.

TASK 3: INITIAL STUDY

Dudek will prepare a screening level Initial Study (IS) to evaluate potential impacts of the proposed project to the extent that it can be determined whether any project impacts are potentially significant and cannot be mitigated to a less than significant level and would require an EIR to be prepared for the project. The IS will address each topic raised in CEQA Guidelines Appendix G. Where the project would have no impact, the section will briefly describe why the project would not change the relevant environmental conditions. Where there is a potential for the project to have an environmental effect, the section will provide a description of the relevant physical conditions and regulatory requirements, including thresholds of significance, assess the project's impacts, and identify appropriate, feasible, and effective mitigation measures, management recommendations, and appropriate appendices. Dudek will summarize the review in a

TASK 4: PROJECT MANAGEMENT

Project management includes consultation and communication with the County, Dudek's subconsultants and technical specialists, and applicable regulatory agencies. Dudek will engage in proactive project management to ensure that the project is completed in accordance with the project schedule and budget, and that all salient planning and environmental issues are addressed thoroughly. This estimated budget for this task assumes that no more than 16 hours of Dudek Project Manager time will be required.

Cost Estimate

Dudek has prepared the following cost estimate. This cost estimate is based on the assumptions included throughout the individual task descriptions outlined in our scope of work, as well as those included in the Assumptions section at the end of this proposal.

CEQA Work Program		
Tasks		Cost Estimate
Task 1: Project Description		\$2,000.00
Task 2: Technical Studies and Peer Reviews		
2.1: Air Quality Modeling and Greenhouse Gas Emissions		\$1,350.00
2.2: Traffic Assessment		\$9,090
2.3: Geotechnical Investigation		\$9,030
2.4: Peer Review Cultural Resources Study		\$1,550
2.5: Peer Review Soils Testing and Septic Site Evaluation		\$960
2.6: Peer Review Water System Planning Study		\$2,200
2.7: Peer Review Biological Resources Study		\$1,850
Task 3: Initial Study		\$6,100.00
Task 4: Project Management		\$2,400.00
Base CEQA Work Program Total		\$36,530.00

Should additional technical analyses be required beyond that identified in this scope of work, Dudek would propose discussing the options for amending the budget or other options to cover the extra work.

DUDEK
2014 STANDARD SCHEDULE OF CHARGES

2015-099
 September 1, 2015

ENGINEERING SERVICES

Project Director.....	\$250.00/hr
Principal Engineer III.....	\$220.00/hr
Principal Engineer II.....	\$210.00/hr
Principal Engineer I.....	\$200.00/hr
Program Manager.....	\$200.00/hr
Senior Project Manager.....	\$190.00/hr
Project Manager.....	\$185.00/hr
Senior Engineer III.....	\$180.00/hr
Senior Engineer II.....	\$170.00/hr
Senior Engineer I.....	\$160.00/hr
Project Engineer IV/Technician IV.....	\$150.00/hr
Project Engineer III/Technician III.....	\$135.00/hr
Project Engineer II/Technician II.....	\$120.00/hr
Project Engineer I/Technician I.....	\$105.00/hr
Project Coordinator.....	\$85.00/hr
Engineering Assistant.....	\$75.00/hr

ENVIRONMENTAL SERVICES

Principal.....	\$225.00/hr
Senior Project Manager/Specialist II.....	\$210.00/hr
Senior Project Manager/Specialist I.....	\$200.00/hr
Environmental Specialist/Planner VI.....	\$180.00/hr
Environmental Specialist/Planner V.....	\$160.00/hr
Environmental Specialist/Planner IV.....	\$150.00/hr
Environmental Specialist/Planner III.....	\$140.00/hr
Environmental Specialist/Planner II.....	\$130.00/hr
Environmental Specialist/Planner I.....	\$120.00/hr
Analyst.....	\$100.00/hr
Planning Research Assistant.....	\$80.00/hr

COASTAL PLANNING/POLICY SERVICES

Senior Project Manager/Coastal Planner II.....	\$210.00/hr
Senior Project Manager/Coastal Planner I.....	\$200.00/hr
Environmental Specialist/Coastal Planner VI.....	\$190.00/hr
Environmental Specialist/Coastal Planner V.....	\$170.00/hr
Environmental Specialist/Coastal Planner IV.....	\$160.00/hr
Environmental Specialist/Coastal Planner III.....	\$150.00/hr
Environmental Specialist/Coastal Planner II.....	\$140.00/hr
Environmental Specialist/Coastal Planner I.....	\$130.00/hr

ARCHAEOLOGICAL SERVICES

Senior Project Manager/Archaeologist II.....	\$210.00/hr
Senior Project Manager/Archaeologist I.....	\$200.00/hr
Environmental Specialist/Archaeologist VI.....	\$180.00/hr
Environmental Specialist/Archaeologist V.....	\$160.00/hr
Environmental Specialist/Archaeologist IV.....	\$150.00/hr
Environmental Specialist/Archaeologist III.....	\$140.00/hr
Environmental Specialist/Archaeologist II.....	\$130.00/hr
Environmental Specialist/Archaeologist I.....	\$120.00/hr
Archaeologist Technician II.....	\$70.00/hr
Archaeologist Technician I.....	\$50.00/hr

CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager.....	\$195.00/hr
Senior Construction Manager.....	\$180.00/hr
Senior Project Manager.....	\$160.00/hr
Construction Manager.....	\$150.00/hr
Project Manager.....	\$140.00/hr
Resident Engineer.....	\$140.00/hr
Construction Engineer.....	\$135.00/hr
On-site Owner's Representative.....	\$130.00/hr
Construction Inspector III.....	\$125.00/hr
Construction Inspector II.....	\$115.00/hr
Construction Inspector I.....	\$105.00/hr
Prevailing Wage Inspector.....	\$135.00/hr

COMPLIANCE SERVICES

Compliance Director.....	\$200.00/hr
Compliance Manager.....	\$140.00/hr
Compliance Project Coordinator.....	\$100.00/hr
Compliance Monitor.....	\$90.00/hr

HYDROGEOLOGICAL SERVICES

Principal.....	\$235.00/hr
Sr. Hydrogeologist III/Engineer III.....	\$200.00/hr
Sr. Hydrogeologist II/Engineer II.....	\$180.00/hr
Sr. Hydrogeologist I/Engineer I.....	\$165.00/hr
Hydrogeologist V/Engineer V.....	\$150.00/hr
Hydrogeologist IV/Engineer IV.....	\$130.00/hr
Hydrogeologist III/Engineer III.....	\$120.00/hr
Hydrogeologist II/Engineer II.....	\$110.00/hr
Hydrogeologist I/Engineer I.....	\$100.00/hr
Technician.....	\$100.00/hr

DISTRICT MANAGEMENT & OPERATIONS

District General Manager.....	\$175.00/hr
District Engineer.....	\$160.00/hr
Operations Manager.....	\$150.00/hr
District Secretary/Accountant.....	\$85.00/hr
Collections System Manager.....	\$95.00/hr
Grade V Operator.....	\$100.00/hr
Grade IV Operator.....	\$85.00/hr
Grade III Operator.....	\$80.00/hr
Grade II Operator.....	\$63.00/hr
Grade I Operator.....	\$55.00/hr
Operator in Training.....	\$40.00/hr
Collection Maintenance Worker II.....	\$55.00/hr
Collection Maintenance Worker I.....	\$40.00/hr

OFFICE SERVICES

Technical/Drafting/CADD Services

3D Graphic Artist.....	\$150.00/hr
Senior Designer.....	\$135.00/hr
Designer.....	\$125.00/hr
Assistant Designer.....	\$120.00/hr
GIS Specialist IV.....	\$150.00/hr
GIS Specialist III.....	\$140.00/hr
GIS Specialist II.....	\$130.00/hr
GIS Specialist I.....	\$120.00/hr
CADD Operator III.....	\$115.00/hr
CADD Operator II.....	\$110.00/hr
CADD Operator I.....	\$95.00/hr
CADD Drafter.....	\$85.00/hr
CADD Technician.....	\$75.00/hr

SUPPORT SERVICES

Technical Editor III.....	\$140.00/hr
Technical Editor II.....	\$125.00/hr
Technical Editor I.....	\$110.00/hr
Publications Assistant III.....	\$100.00/hr
Publications Assistant II.....	\$90.00/hr
Publications Assistant I.....	\$80.00/hr
Clerical Administration II.....	\$80.00/hr
Clerical Administration I.....	\$75.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.

Invoices/Late Charges. – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within thirty (30) days from the date of the invoice. Client agrees to pay a monthly late charge equal to one percent (1%) per month of the outstanding balance until paid in full.

Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR on a time and materials basis a contract fee not to exceed: thirty-six thousand, five hundred thirty dollars (\$36,530.00), in accordance with proposal attached as Attachment A-1, Page 7-Cost Estimate. CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. Request for payment shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within fifteen (15) days after the Invoice is approved by the County Contract Administrator. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed \$36,530.00 without an amendment to this Agreement approved by the Sierra County Board of Supervisors; and, Contractor shall complete all work for said amount.

B.2 MILEAGE. Included

B.3 TRAVEL COSTS. Included

B.4 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended in writing by both parties in advance of performing additional services.

B.5 SPECIAL CIRCUMSTANCES. Additional costs may be incurred up to a maximum of \$ 0 with written approval of the designated COUNTY Representative (Operative Provision 7) for this Agreement.

Upon notification by COUNTY to proceed, CONTRACTOR shall commence work as outlined in the Scope of Work in Attachment A-1, *[but shall not proceed beyond Tasks 1 through 3, or exceed reimburseable expenses in any amount greater than \$.00, until COUNTY has confirmed receipt of the balance of fees from the project applicant and issued a second Notice to Proceed with the remaining tasks.]*

B.6 MAXIMUM CONTRACT AMOUNT. The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	<u>\$36,530.00</u>
B.2	Mileage	<u>Included</u>
B.3	Travel Costs	<u>Included</u>
B.4	Authorization Required	<u>Yes</u>
B.5	Special Circumstances	<u>None</u>
MAXIMUM CONTRACT AMOUNT		<u>\$36,530.00</u>

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 One Million Dollars (\$1,000,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

D.5.1.2 During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

D.5.1.3 Comprehensive automobile liability insurance with minimum coverage of One Hundred Thousand Dollars (\$100,000) per occurrence and with not less than One Hundred Thousand Dollars (\$100,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

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

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

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

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

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

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

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

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

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

associations, wherever the context so requires.

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

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

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

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

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

September 1, 2015

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

If to "CONTRACTOR":

Dudek
Marcus Lang
853 Lincoln Way, Suite 208
Auburn, CA 95603

ATTACHMENT E
FORM OF INVOICE (SAMPLE)

(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 \$ _____

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

MEETING DATE: January 5, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
---	---

DEPARTMENT: Clerk-Recorder/Elections APPROVING PARTY: Heather Foster, Clerk-Recorder PHONE NUMBER: 530-289-3295
--

AGENDA ITEM: Resolution authorizing the Auditor to make certain changes to the 2015/2016 Final Budget to reflect HAVA Section 261 grant funding and increase expenditures in the Elections budget.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: This funding will be used to pay for the online accessible sample ballot services provided under the Software License Agreement with Democracy Live (upon approval by the Board) along with other appropriate purchases authorized under this funding.

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

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
---	---	--

COMMENTS:

CLERK TO THE BOARD

DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**AUTHORIZATION FOR THE AUDITOR TO
MAKE CERTAIN CHANGES TO THE
2015/2016 FINAL BUDGET
ELECTIONS
HAVA SECTION 261 GRANT FUNDING**

RESOLUTION NO. 2016-

WHEREAS, the Board of Supervisors may authorize the Auditor to make budget changes pursuant to Government Code § 29125, and

NOW THEREFORE BE IT RESOLVED, that the Auditor is hereby authorized to make the following transfer of funds and budget changes to the 2015/2016 final budget,

Increase Revenues:

0013001	State Grant Revenue	\$12,504.61
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Increase Expenditures:

0015200	Service and Supplies	\$ 12,504.61
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ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 5th day of January, 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

COUNTY OF SIERRA

LEE ADAMS, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

JAMES A. CURTIS
COUNTY COUNSEL

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

MEETING DATE: January 5, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
---	---

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

AGENDA ITEM: Approval of appointment of Patricia Kiehl to the Nevada County Resource Conservation District.
SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: The Nevada County Board of Supervisors accepted the resignation of Ms. Lynn Lorensen from the Nevada County Resource Conservation District. The California Public Resource Code 9314(b)(1) states "The Board of Supervisors shall appoint directors, after consultation with the Board of Supervisors of any other county which contains any part of the District, from those candidates who have filed an application." The Nevada County Resource Conservation District is recommending the appointment of Ms. Patricia Kiehl (attached application). If the Sierra County Board of Supervisors has no objections to this appointment, Ms. Kiehl will be appointed by the Nevada County Board of Supervisors at their upcoming Board meeting scheduled for January 12, 2016.

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

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD _____ DATE _____

APPLICATION FOR APPOINTMENT TO COUNTY BOARDS/COMMISSIONS AND COMMITTEES

Instructions: You may fill out this application on-line by tabbing between fields. After you have completed the form, print the application by clicking on the Print button at the bottom of the page. Alternatively, you may print the blank form and fill it out by hand. You must sign and date the application. Attach any additional documents and mail to the address at the bottom of the form.

Name of Board/Commission/Committee as listed on announcement:

Nevada County Resource Conservation District

RECEIVED

Filing Period (as listed on the announcement):

OCT 16 2015

Type of Member:

Director

Incumbent?

Yes

No

NEVADA COUNTY
BOARD OF SUPERVISORS

Name: Last

Kiehl

First

Patricia

Residence Address (Must be a resident of Nevada County)

Mailing Address, if different from residence

Address

18338 Alexandra Way

Address

City

Grass Valley

State

CA

Zip Code

95949

City

State

Zip Code

Supervisorial District 1 through 5
(Available from Election Office, 265-1298)

Home Phone with area code

(530) 477-7114

Unlisted?

Email Address

pkiehl@sierracollege.edu

Work Phone with area code

(530) 277-1025

Extension

Time(s) available to attend meetings (days, evenings, etc.)

evenings

Experience: A resume, or additional sheets, may be attached containing any information that would be helpful to the Board in evaluating your application.

Education/Employment Experience

M.S. Horticulture, UCD

B.S. Chemistry, CSUS

Faculty for Foothill College, American River College and Sierra College for 21 years. Courses include Sustainable Tree Care, Integrated Pest Management, Introduction to Plant Science, Plant Propagation

Community Experience and Affiliations

Associate Director, Nev. County RCD

Volunteer UC Cooperative Extension Eat Local Project

Sierra College faculty consultant/coordinator for student garden project for Placer County Food Bank

Other County Boards, Commissions, or Committees on which you have served:

Other experience you feel would be helpful to the Board of Supervisors in making this appointment:

In the course of my job I work with local farmers, ranchers, foresters, Farm Advisors, the Placer County Agriculture Commissioner and associated agriculture professionals. In order to increase my knowledge of forest management, I have spent the past two years meeting with forestry professionals and attending seminars on forest health, forests genetics, fire ecology, forest resilience, post-fire recovery and fuel reduction.

References: Please list two references with telephone numbers

Deborah Totoonchie, Farm Bureau Manager (530) 913-2956

Michelle MacFarlane, Sierra College Agriculture Dept Chair (916) 660-7906

Applicants may be required by State Law and County Ordinance to file a financial disclosure statement as part of the appointment process. The form may be viewed at <http://www.fppc.ca.gov>. An Oath of Office will be required upon appointment.

I have reviewed the Financial Disclosure Statement requirement:

Signature

Patricia Kiehl

Initial

Date

10/13/15

Applications must be filed with: **Clerk of the Board of Supervisors, County of Nevada, 950 Maidu Ave., Nevada City CA 95959-8617.** This application is a public document.

Print Form

Document-16360 Rev 1/2008

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

MEETING DATE: January 5, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
DEPARTMENT: Clerk-Recorder APPROVING PARTY: Heather Foster PHONE NUMBER: 530-289-3295	

AGENDA ITEM: Minutes from the regular meeting held on December 1, 2015.	
SUPPORTIVE DOCUMENTS ATTACHED: <input type="checkbox"/> Memo <input type="checkbox"/> Resolution <input type="checkbox"/> Agreement <input checked="" type="checkbox"/> Other Minutes	
BACKGROUND INFORMATION:	
FUNDING SOURCE: GENERAL FUND IMPACT: No Additional General Fund Impact OTHER FUND: AMOUNT: \$ N/A	
ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS: 	
CLERK TO THE BOARD _____	DATE _____



**STATE OF CALIFORNIA, COUNTY OF SIERRA
BOARD OF SUPERVISORS
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 - 530-862-1004 - supervisor2@sierracounty.ca.gov

Paul Roen, District 3

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

Jim Beard, Chair, District 4

P.O. Box 1140 - Loyalton, CA 96118 - 530-414-8126 - jbeard@sierracounty.ca.gov

Scott A. Schlefstein, District 5

P.O. Box 192 - Loyalton, CA 96118 - 530-993-4900 - supervisor5@sierracounty.ca.gov

The Sierra County Board of Supervisors met in regular session commencing at 9:00 a.m. on December 1, 2015 in the Board of Supervisors' Chambers, Courthouse, Downieville, CA. This meeting was recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

PLEDGE OF ALLEGIANCE: Led by Supervisor Roen

ROLL CALL

Present: Lee Adams, Supervisor, Vice-Chair, District #1
Peter W. Huebner, Supervisor, District #2
Paul Roen, Supervisor, District #3
Jim Beard, Supervisor, Chair, District #4

Absent: Scott A. Schlefstein, Supervisor, District #5

Staff: Heather Foster, County Clerk-Recorder
Jim Curtis, County Counsel
Van Maddox, Auditor/Treasurer Tax-Collector
Tim Beals, Director of Planning and Transportation
Darden Bynum, Director of Health and Human Services

December 1, 2015

APPROVAL OF CONSENT ITEMS

The Board moved to approve the Consent Agenda.

APPROVED. Motion: Adams/Huebner/Unanimous Roll Call Vote: 4/0/1 (Supervisor Schlefstein ABSENT)

11. CONSENT AGENDA

11.A. Agreement between TeleQuality Communications, Inc. (TQCI) and Sierra County Health and Human Services Department for revised discounted telecommunications services for 60 months. (SOCIAL SERVICES)

APPROVED, Agreement 2015-118

11.B. Resolution approving Law Enforcement Equipment Grant between the California Department of Boating and Waterways and Sierra County. (SHERIFF)

ADOPTED, Resolution 2015-114

APPROVED, Agreement 2015-119

11.C. Resolution approving Agreement for Off Highway Vehicle Grant 2014-2015 between the Department of Parks and Recreation and Sierra County. (SHERIFF)

ADOPTED, Resolution 2015-115

APPROVED, Agreement 2015-120

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

11.E. Minutes from the regular meeting held on November 3, 2015. (CLERK-RECORDER)

APPROVAL OF REGULAR AGENDA

The Board moved to approve the Regular Agenda.

APPROVED. Motion: Huebner/Adams/Unanimous Roll Call Vote: 4/0/1 (Supervisor Schlefstein ABSENT)

REGULAR AGENDA

December 1, 2015

2. PUBLIC COMMENT OPPORTUNITY

At 9:02 a.m. Chair Beard opened the public comment opportunity.

Ms. Sharon Dobija, Sierra City provided an update on the County's display at the State Capital noting they have been working diligently on the new display and are close to finishing it. Ms. Dobija further requested the Board allocate the funding approved last year for the project as they didn't use the funds.

The Auditor indicated he would add a budget adjustment to the next meeting agenda.

Supervisor Adams commended Ms. Dobija and the group for the work they have done on the display.

Mr. Jason Christian, owner of Salmon Lake Lodge briefly commented on the State of Jefferson.

The Board informed Mr. Christian that this item is on the agenda and he can speak to it then.

At 9:06 a.m., Chair Beard closed the public comment opportunity with no further persons addressing the Board.

3. COMMITTEE REPORTS & ANNOUNCEMENTS

Supervisor Adams reported that the Committee dealing with the marijuana ordinance is planning to meet again on December 15, 2015 following the Board of Supervisors meeting in Loyalton. Supervisor Adams further reported on the Ad Hoc Committee regarding County Counsel services, noting the Committee has met and made proposed revisions to the job description, proposed contract, etc. The next step is to come back with a budget item for legal review of all of the documents to make sure they meet all current legislation. The Committee will bring the proposed RFP to the Department Managers and then to the full Board by the second meeting in February.

The Director of Health and Human Services reported on the Government Committee meeting held on November 30, 2015, noting pending review by County Counsel and the Auditor's office he will come back before the full Board with the Committee's recommendations.

4. DEPARTMENT MANAGERS' REPORTS & ANNOUNCEMENTS

No reports given

December 1, 2015

5. FOREST SERVICE UPDATE

Ms. Marilyn Tierney, Yuba Ranger District Biologist briefly reported on concerns with deer on the highways noting they are trying to get the Sierra County Fish and Wildlife Commission and Caltrans together to discuss this issue.

Supervisor Huebner reported he is attending a meeting tomorrow with the California Deer Association regarding the undercrossing the Highway 89 Stewardship did.

Supervisor Roen indicated the Local Transportation Commission has also allocated funding for blinking lights on county roads to address this issue as well.

6. PUBLIC WORKS / TRANSPORTATION - Tim Beals

- 6.A. Resolution approving Agreement for Waste Disposal with Recology Ostrom Road, Inc. to dispose of soil removed during the drilling of the new vapor extraction wells at the Alleghany Maintenance Facility.

Following a brief introduction by the Director of Public Works, the Board moved to adopt the resolution approving the agreement for Waste Disposal with Recology Ostrom Road, Inc. to dispose of soil removed during the drilling of the new vapor extraction wells at the Alleghany Maintenance Facility.

ADOPTED, Resolution 2015-116; and **APPROVED**, Agreement 2015-121. Motion: Adams/Huebner/Unanimous Roll Call Vote: 4/0/1 (Supervisor Schlefstein ABSENT)

7. PLANNING / BUILDING - Tim Beals

- 7.A. Second reading and adoption of an Ordinance initiating a Zone Amendment to Sierra County Code Parts 15 and 20 pertaining to Special Use Permits and Appeals Procedures.

The Board moved to waive the second reading and adopt the ordinance initiating a Zone Amendment to Sierra County Code Parts 15 and 20 pertaining to Special Use Permits and Appeals Procedures.

ADOPTED, Ordinance No. 1067. Motion: Huebner/Adams/Unanimous Roll Call Vote: 4/0/1 (Supervisor Schlefstein ABSENT)

- 7.B. Lease Agreement between Ray Morgan Company and Sierra County for a new Canon copier in the Planning Department.

The Board moved to approve the Lease Agreement between Ray Morgan Company and Sierra County for a new Canon copier in the Planning Department.

December 1, 2015

APPROVED, Agreement 2015-122. Motion: Huebner/Roen/Unanimous Roll Call Vote: 4/0/1 (Supervisor Schlefstein ABSENT)

8. BOARD OF SUPERVISORS

- 8.A. Presentation by Cindy Ellsmore, Chair of Keep It California Political Action Committee regarding the effects of joining the State of Jefferson proposal to break away from California. (SUPERVISOR ADAMS)

Supervisor Adams introduced the item, explaining he was asked to add this to the agenda. He realizes there are different opinions on this subject and he was fine having the County stand on the sidelines of this issue; however there were folks who made statements at a prior Board meeting indicating they have collected unverified signatures and are taking them to Sacramento to declare Sierra County as wanting to leave California. Under the law there is only two ways this can happen, one by the vote of the people and second is for this Board to make a declaration and neither of these have been done. Supervisor Adams further expressed concerns with having unverified petitions taken to Sacramento and making a declaration on Sierra County's behalf, so he agreed to put this on the agenda so the Board can be enlightened by Keep it California.

Ms. Cindy Ellsmore presented a PowerPoint to the Board on the impacts of seceding from California and the need to advocate for better representation of rural California issues.

Following the presentation Supervisor Adams expressed concerns with seeing Sierra County counted as one of the counties joining the State of Jefferson proposal and how this affects the County in Sacramento with respect to public policy. He is concerned that Sacramento won't take Sierra County serious if they think we are splitting from the state. Supervisor Adams added that he wishes Sierra County wasn't advertised as being a part of the State of Jefferson, so he is planning to add an item to a future agenda adopting a resolution stating Sierra County is not a part of the State of Jefferson proposal.

Mr. Mike Moore, Loyaltan and retired Superintendent of Schools addressed the Board, noting when he first heard of the State of Jefferson he thought it was a great idea; however, as he looked into it further he found it would be disastrous to our School District as we would lose 51.1% of the income to our schools. How would the school cut 51.1% of their budget? This also doesn't count the additional state grant funding we receive. Mr. Moore continued to refer to the State of Jefferson petitions, noting he doesn't believe all of the information provided today was pointed out when the petitions were circulated. Mr. Moore added he feels the State of California is willing to work with Sierra County and doesn't want to see the County leave. He is offended that the State of Jefferson is stating Sierra County has approved this and he would like to see the Board pass a resolution indicating the County isn't supporting the State of Jefferson.

Mr. Jason Christian, Portola and part owner of the Salmon Lake Lodge addressed the Board indicating the simple strong argument is that we can't afford to do this. Mr.

December 1, 2015

Christian continued to address failures with political and policy arrangements Sierra County shares with neighboring mountain counties, noting the mountain footprint is an appropriate and useful way to express needs both in Sacramento and in Washington. The mountain counties (State of Jefferson counties) can better influence federal policy through development of effective alliances within and throughout wealthy California versus a poor rural state. The Mountain counties should continue to work together. Part of the leadership of this Board of Supervisors is the promotion of healthy forest policies and Assemblyman Dahle is a very valuable member of our communities and team. Mr. Christian added the people of the elected officials of the mountain counties should participate in the redistricting process that will follow the 2020 census by seeking membership on the California Citizens Redistricting Commission and by asserting the existence of a strong community of interest and joining all rural communities that depend on the national forest. Mr. Christian concluded that he believes we should all be Jeffersonians but inside California.

Mr. Don Yegge, Sierra Brooks addressed the Board, noting he signed the petition for the State of Jefferson as he long felt the County hasn't been represented by the state and the one size fits all has been a real pain. However, after having listened to all of the financial aspects of this, he believes Southern California would be happy to get rid of us as we are the welfare child of the state. Mr. Yegge continued to express concerns should the State of Jefferson exist, all of our state jobs, programs and businesses would be gone. Mr. Yegge further noted he doesn't want to see this happen so as a person who signed the petition he is publicly removing his name from that list as he believes it will be detrimental to the County.

Supervisor Adams continued to express concerns with Sierra County as an institution listed on the State of Jefferson's website as having declared joining the State of Jefferson proposal on September 29, 2015 and reiterated that he will be adding a resolution to a future meeting for the Board's consideration.

The Director of Planning indicated the County has an extremely positive advantage politically and operationally this year with Supervisor Adams situated as the Chair/President of RCRC along with the fight this Board has put forward on a number of issues which has given the County access to a number of departments and state agencies we haven't been able to enjoy before. The Director added he has been working on a number of letters on behalf of the County pertaining to issues regarding the watermaster fees, Irrigated Lands Regulatory Program, biomass, Transient Occupancy Tax, etc. and he has concerns if the County is taken as a joke or something less than a local government because the County has been represented as part of the State of Jefferson process. The Director added the County should not be represented that it has endorsed this concept until it has actually happened and would urge the Board to resolve this discrepancy.

9. COUNTY COUNSEL - James A. Curtis

December 1, 2015

- 9.A. Discussion and direction to staff regarding county entering into new 4-county Joint Powers Agreement (JPA) for economic development.

County Counsel reviewed in detail the history of the four counties (Placer, El Dorado, Nevada and Sierra) entering into the Sierra Planning Organization (SPO) Joint Powers Agency (JPA) to foster economic development and the formation of an economic development district (SEDCorp) which in subsequent years was later formed as a non-profit corporation. County Counsel further expressed concerns with the non-profit corporation managing/controlling the JPA, which is considered a public entity under state law, as to him this is legally inappropriate.

County Counsel continued to note that when Mr. Randy Wagner (Chief Executive Director of SEDCorp) appeared before the Board of Supervisors he indicated they thought it was appropriate to dissolve the JPA. Around the time Sierra County took action to withdraw from the JPA, the Board found that Nevada County was also withdrawing leaving Placer and El Dorado County as the charter members of the JPA. Subsequent to this, Nevada County determined they needed to stay with the JPA as it fosters the ability for the County to continue to receive pass-through funding for economic development grants.

County Counsel further reviewed the meeting he attended with the four counties and their counsels and found that we were receiving conflicting information with respect to the input from the federal government as to whether there was a need to have a JPA in effect. What he recalls hearing was the feds indicated it wasn't necessary to have a JPA in effect and SEDCorp could still continue to receive grants within its jurisdiction. Subsequent to this opinion the Nevada County Counsel has taken the lead to propose a new JPA, which should be managed in a more direct fashion and should be the recipient of any federal grant funding. The JPA could then choose to contract with SEDCorp or potentially other entities to administer the funds.

County Counsel continued to explain he is not sure what's in it for the County to participate in the a newly restructured JPA, so he is bringing this to the Board to determine whether it is worthwhile to continue to monitor and participate in the proposal of the development of a new JPA or revitalize the old JPA. He feels it would be better to dissolve the prior JPA and develop a new one.

County Counsel also referred to Mr. Wagner's email seeking information as to whether the County is in or out, noting absent further action of the Board the action the Board took last year to withdraw from the JPA stands. County Counsel added he feels the County can continue to participate in SEDCorp even without being party to the old JPA. The question is whether the Board is interested in participating in the process of creating the new JPA or wait and see where this goes.

Chair Beard indicated he doesn't see any benefit to the County staying a member of the JPA. He believes the agency only benefits Auburn, Placerville, Grass Valley and

December 1, 2015

Citrus Heights. He doesn't want to participate unless they come up with a plan to include Sierra County.

Supervisor Adams noted he is comfortable with Board's prior motion to leave the SPO. With respect to a new JPA, he doesn't believe we should get involved if we are not going to participate, however if it looks good in the future the County can always join later.

Supervisor Huebner indicated that when he first became a County Supervisor he was a very active member of SEDCorp and they did a lot for Sierra County; however, in the last couple of years the ship has sailed without us. Supervisor Huebner continued to explain that he cannot vote for any new participation in SEDCorp until we see that it will benefit the County in the future.

The Director of Planning referred to the history of the agency back in the 1970's and 80's wherein the Economic Development District had a special status in law and along with that came the obligation of an area wide clearinghouse thus the SPO. The reason those two were in existence and why it was so successful at the time was EDA was a very well-funded program and the County took advantage of this including building the Calpine Community Hall, purchased the landfill, development of the Kentucky Mine spring, etc. It was a well-funded and alive program and at the time there were always resources available. Since this has failed it has become a ship without a mission and he is concerned there is some extended liability if we continue to participate. The Director added that he fails to see any real benefit in staying involved at this time.

Chair Beard indicated it appears the direction is to sit and wait and see if they come forward with a decent proposal.

County Counsel clarified that at the present time the Board doesn't see any real value or benefit to the County in moving forward in participating with the other counties in some type of revitalization or even a new JPA; however, should they have some policy reasons as to why this would benefit the County, the Board would be interested in looking at this issue again.

10. CLOSED SESSION

- 10.A. Closed session pursuant to Government Code Section 54956.9(a) to discuss the following litigation: Morning Glory Gold Mines, et al v. County, et al, Sierra County Superior Court Case No. 7553.

The Board met in closed session from 10:46 a.m. to 10:51 a.m. County Counsel reported that the Board has been advised as to the settlement discussions held with Mr. Miller regarding the litigation filed by Morning Glory Gold Mines, the matter has not been settled so at this point in time the litigation will continue and there is nothing further to report.

12. CORRESPONDENCE LOG

December 1, 2015

12.A. Application for Alcoholic Beverage License submitted by Steven Jeffrey Sharp.

No action taken.

ADJOURN

At 10:53 a.m., with no further business, Chair Beard adjourned the meeting.

JIM BEARD, CHAIR
BOARD OF SUPERVISORS

ATTEST:

HEATHER FOSTER
CLERK OF THE BOARD