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
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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 March 1, 2016 in the Board of Supervisors' Chambers, Courthouse, Downieville, CA. This meeting will be recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

NOTICE

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

Heather Foster
Clerk of the Board of Supervisors
County of Sierra
100 Courthouse Square, Room 11
P.O. Drawer D
Downieville, CA 95936
clerk-recorder@sierracounty.ca.gov

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

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

REGULAR AGENDA

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

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

2. **PUBLIC COMMENT OPPORTUNITY**

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

3. **COMMITTEE REPORTS & ANNOUNCEMENTS**

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

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

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

5. **FOREST SERVICE UPDATE**

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

6. **HEALTH & HUMAN SERVICES - DARDEN BYNUM**

   6.A. Amendment to Agreement 2015-098 for professional services between Mary Lowe, MFT and the County of Sierra.

   Documents: Lowe Board.pdf

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

   7.A. Resolution adopting Sierra County Information Technology Policy.

   Documents: IT Policy.pdf

   7.B. Discussion/direction regarding use of Dell KACE K1000 System Management Appliance.

   Documents: ROP direction regaring Dell KACE K1000.pdf

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

   8.A. Continued discussion/direction regarding request of Sierra County Land Trust for input into a grant application to the Sierra Nevada Conservancy for ultimate development of a

land management plan for the Sierra Buttes-Lakes Basin, specifically the Packer Saddle, Sardine Lake, and Volcano Lake area.

Documents: SCLT SNC Grant.ROP.pdf

8.B. Letter of support for Proposition 1 Grant Application for a partnership project with the Sierra County Firesafe and Watershed Council, for fuels work to be done along the existing alignment of State Route 89 and in the Carmen Saddle, as presented by Ranger Youngblood at the meeting of February 16, 2016.

Documents: Firesafe and Watershed Council.pdf

8.C. Discussion/direction regarding closure of County waste disposal sites on official County holidays and on Easter Sunday, a non County holiday.

Documents: Solid Waste Easter.ROP.pdf

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

9.A. Resolution amending Resolution # 2006-152 to correct the Assessor Parcel Number for the Roney project.

Documents: Roney_Res_Packet.pdf

9.B. Introduction and first reading of an Ordinance amending Section 15.12.300.80(a) of the Sierra County Code pertaining to property in the Rural Residential-5 Acre District to correct an Assessor Parcel Number.

Documents: Roney_ORD_Packet.pdf

9.C. Approval/direction to Planning Department to use Security Funds held by Sierra County under an approved Financial Assurance Agreement for the Reclamation of the Cole Cash Mine located in northwestern Sierra County.

Documents: Cole Cash Mine.pdf

10. **BOARD OF SUPERVISORS**

10.A. Appointment to the Plumas-Sierra County Fair Board. (CLERK OF THE BOARD)

Documents: Plumas - Sierra County Fair Board Appointment.pdf

11. **COUNTY COUNSEL - JAMES A. CURTIS**

11.A. Introduction and first reading of an Ordinance amending Sections 11.42.040.030, 11.42.040.040, 11.42.040.060 and 11.42.050.020 of the Sierra County Code and adding Section 11.42.040.035 to the Sierra County Code pertaining to governmental vehicle use policy.

Documents: Vehicle Use Ordinance.pdf

11.B. 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 Resolution.pdf

11.C. Amendment to Agreement No. 94-110, increasing the amount of compensation to the Public Defender's contract, due to special circumstances.

Documents: PD Amendment.pdf

11.D. Introduction and first reading of an Ordinance amending Sections 8.01.030; 8.01.040; and 8.01.080 of the Sierra County Code; repealing Section 8.01.250 of the Sierra County Code; and adding Chapter 8.02 pertaining to administrative penalties for public nuisances created by cultivation of medical marijuana in violation of Chapter 8.01 of the Sierra County Code.

Documents: Ordinance Re Medical MJ.pdf

12. **CLOSED SESSION**

12.A. Closed session pursuant to Government Code Section 54956.9(d)(2) to discuss claims filed against the County by Randy Bendel.

Documents: Closed Session-claim against the County.pdf

13. **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.

13.A. Approval to reclass previously approved Public Health Educator position. (PUBLIC HEALTH)

Documents: Public Health Educator.pdf

13.B. Facilities Use Agreement between Sierra-Plumas Joint Unified School District (SPJUSD) and Sierra County Social Services to provide classroom space to administer required GED classes for Welfare to Work participants. (SOCIAL SERVICES)

Documents: SPJUSD Board.pdf

13.C. Resolution approving Amendment to Agreement 2014-123 between the Department of Health Care Services and Sierra County Behavioral Health for Substance Use Disorder (SUD) services for fiscal year 2014-2015 through 2016-2017. (BEHAVIORAL HEALTH)

Documents: SUD A02 Board.pdf

13.D. Agreement for Indemnification and Reimbursement for Extraordinary Costs for Russell Turner & Elva Ortiz Turner Revocable Trust, Landowner and Russell Turner, Applicant: Consideration of a Farmland Security Zone Contract on two separate parcels of land identified as APN's 013-070-024; 012-014-055; 012-140-060, and 012-140-057. The project site is located on State Highways 49 & 89 surrounding the community of Sattley. (PLANNING)

Documents: Turner_Indem_Packet.pdf

13.E. Approval of Road Department purchase of a salvage vehicle in the amount of $400 from a private party for a Ford truck to be used as a source of parts, or to be evaluated as an option for repair and utilization. (PUBLIC WORKS)

Documents: Salvage ROP.pdf

13.F. Resolution declaring the week of April 3 - April 9, 2016, "Safety Seat Checkup Week" in Sierra County. (CLERK OF THE BOARD)

Documents: Safety Seat Checkup Week.pdf

13.G. Resolution declaring the month of March American Red Cross month in Sierra County. (CLERK OF THE BOARD)

Documents: American Red Cross Month.pdf

13.H. Minutes from the regular meeting held on January 5, 2016. (CLERK-RECORDER)

Documents: 01052016 minutes.pdf

14. **CORRESPONDENCE LOG**

14.A. Letter from Nate Beason, Chair, Agency on Aging Area 4 (A4AA) regarding Sierra County matching contribution for fiscal year 2016-2017.

Documents: Agency on Aging Area 4 letter.pdf

ADJOURN

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

MEETING DATE: March 1, 2016	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Health & Human Services
APPROVING PARTY: Darden Bynum, LCSW, Director
PHONE NUMBER: (530) 993-6701

AGENDA ITEM: Approval of amendment to agreement 2015-098 for professional services between Mary Lowe, MFT and the County of Sierra.

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

BACKGROUND INFORMATION: This is to request an additional 90 day extension of professional services provided by Mary Lowe, MFT.

FUNDING SOURCE: BEHAVIORAL HEALTH
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: 5671
AMOUNT: $21,840.00 Annually

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

SIERRA COUNTY Health and Human Services

Social Services
P.O. Box 1019
Loyalton, California 96118
202 Front Street
530-993-6720
Fax 530-993-6767

Downieville, California
P.O. Box 38
Downieville, California 95936
22 Maiden Lane
530-289-3711
CPS 530-289-3720
Fax 530-289-3716

Mental Health/Drug/Alcohol
P.O. Box 265
Loyalton, California 96118
704 Mill Street
530-993-6746
Fax 530-993-6759

Health Department
P.O. Box 7
Loyalton, California 96118
202 Front Street
530-993-6700
Fax 530-993-6790

SIERRA COUNTY CALIFORNIA 1852

Darden Bynum, LCSW
Director

Memorandum

To: Sierra County Board of Supervisors
From: Darden Bynum, LCSW, Director, Health & Human Services
Reference: Agenda items
Date of memo: 2.22.16
Date of Board Meeting: 3.1.16
Regarding: Approval of amendment to agreement 2015-098 for professional services between Mary Lowe, MFT and the County of Sierra.

Executive summary: This memo is to request the additional 90 day contract extension of professional services provided by Mary Lowe, MFT.

Background information: To ensure the continuity and security of behavioral health services, this extension of psychotherapeutic services helps residents, both children and adults, maintain their rapport and relationships. This contractor has other part-time contracts with different entities (e.g. school district) outside of county government. This agreement has no current impact on county general fund dollars. These changes are standardized changes.

Action requested: H&HS respectfully requests the Board of Supervisors to approved this contract extension.

AGREEMENT NO. _____
(Amendment to Agreement No. 2015-098)

AMENDMENT
To
AGREEMENT FOR
PROFESSIONAL SERVICES

The following is an amendment to that certain Agreement No. 2015-098 ("Agreement") with an effective date of April 1, 2016, by and between the County of Sierra, a political subdivision of the State of California ('the COUNTY") and Mary Lowe, MFT ("the CONTRACTOR").

1. OPERATIVE PROVISIONS, number two, refers to the term of the Agreement. The term of the Agreement is hereby amended to read:

   Commencement Date: October 1, 2015

   Termination Date: June 30, 2016

2. Attachment B of the Agreement, Payment, is amended as attached to reflect additional hours and payment for the three month extension.

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	MARY LOWE, MFT
ATTEST:	APPROVED AS TO FORM:
_____	_____
HEATHER FOSTER Clerk of the Board	JAMES A. CURTIS County Counsel

ATTACHMENT B
PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee of seventy dollars ($70.00) per hour. CONTRACTOR shall provide COUNTY with a maximum not to exceed nine hundred thirty six (936) hours of actual services per contract period for fiscal year (2015/16). CONTRACTOR shall submit requests for payment ("Invoice") on a monthly basis, invoicing for all work completed and delivered to the Auditor. Invoice shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within sixty (60) 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 sixty five thousand five hundred twenty dollars ($65,520.00) without an amendment to this Agreement approved by the Sierra County Board of Supervisors.

B.2 MILEAGE. N/A

B.3 TRAVEL COSTS. N/A

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

B.5 SPECIAL CIRCUMSTANCES. Additional costs may be incurred up to a maximum of $1,000.00 with written approval of the designated COUNTY Representative (Operative Provision 7) for this Agreement.

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

B.1	Base Contract Fee	$ 65,520.00
B.2	Mileage	$ N/A
B.3	Travel Costs	$ N/A
B.4	Authorization Required	0
B.5	Special Circumstances	$ 1,000.00
MAXIMUM CONTRACT AMOUNT		$ 66,520.00

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

MEETING DATE: March 1, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Resolution adopting Sierra County Information Technology Policy

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☒Resolution ☐Agreement ☒Other
Resolution, Sierra County Information Technology Policy

BACKGROUND INFORMATION: This policy will replace the Electronic Media and Use Policy adopted by the Sierra County Board of Supervisors on May 19, 2009, at Resolution 2009-067.

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

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Sierra County

Information Technology Policy

March, 2016

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Mission Statement

The Information Systems Department is responsible for the data, voice and video systems operated by the various functions of Sierra County government. It is the responsibility of this Department to ensure that these systems operate at maximum efficiency and are available to every location at all times when needed.

As time passes, data processing, voice and video communication in real time are merging into a unified system. Computes are more like voice and video communication systems and phone have become computers.

This Department has accepted the responsibility of keeping the information systems operating at all times. To deliver on this responsibility:

1. We will acquire and place into operation the best technology available that is compatible with the resources of county government and with the culture and needs of Sierra County's citizens and the government employees who provide services to the citizens.

2. We will maintain the systems so they function and to ensure that each workstation is supplied with the high quality voice and data processing and internet access at all times during the working day. The working day is that time frame that the workstation is actively manned. If the working day is around the clock, it is the responsibility to ensure continuous operation 24/7.

3. We will endeavor to ensure standardization of operating systems and applications in an effort to restrain costs, encourage efficiencies, generate synergies, and prevent the development of indispensability in so far as this is possible.

4. We will protect these systems from injury, whether such injury originates internally or externally. We will strive to protect both the hardware and the software.

5. We will set priorities as to the use of departmental resources which priorities will follow the direction of the county's legislative body and will direct the resources toward benefiting the greatest number for the greatest good. Emergency services will always receive the highest priority.

Security Policy and Procedure

All workstations are to use the IS-established Microsoft Office Suite configuration.

Some workstations may, with prior approval of the IS Manager, be allowed to have department-specific applications as long as these do not cause conflicts.

Passwords, once issued, shall not be shared by employees. If a Department has the need to access the computer of an absent employee, the Department Manager must make request to the IS Manager or the IS Assistant Manager for access. No employees, other than a Department

Manager or assigned IS staff, shall be provided access to another employees' account. Upon return of the effected employee, the IS Manager shall issue a new password.

All passwords shall be updated by the IS Department no later than January 31st of each year.

Only specific workstations and password-identified persons are to be allowed on each department's shared files located on the server.

The doors to the two computer rooms are to remain locked except when the IS Technicians or other authorized persons are in these rooms.

No person is to approach the phone blocks and junction area in the basement without first checking in with the IS Department.

An updated version of the virus protection shall be loaded onto each workstation by IS staff.

All Virtual Private Networks (VPN) are to have their own point of contact security. VPN access is permitted only after the VPN Use Agreement has been read and signed by the requesting employee, submitted by the employees' Department Manager and approved by the IS Manager.

The IS Technicians are authorized to remove any non-approved applications, including screen savers, from any workstation connected to the County network.

All servers are backed up on a set schedule. Back-up tapes are distributed and stored in a fire-proof container.

The halFILE System is backed up with both tapes (whole system) and CDs. One copy of each CD shall be stored in a fire-proof container.

The Information Systems Manager is responsible for the enforcement and interpretation of this Policy.

As technology and safety requirements change, this Policy may be updated by the Information Systems Department without expressed written approval of the Board of Supervisors.

Electronic Media and Use Policy

The purpose of this policy is to establish guidelines for proper use of all forms of the County's electronic media. The term "network" includes all electronic systems developed by and used by Sierra County government. This includes the county web site, the internet, all local networks including telephones and facsimile transmissions.

The network, including the email component, is for County government business only. Use of the Sierra County data processing network, including the high-speed internet, is limited to county departments and employees only. Employee use of any County electronic media system is *not* private, and employees using these systems should *not* expect their communications to be private. Employees should be aware that Internet activity is logged and monitored on an

individual basis. *Employees should also be aware that any communication or internet activity, including but not limited to email, voicemail and internet browser history, may be considered a public record subject to disclosure under California law*. Misuse of the network has the same consequences as the misuse of any government property.

Use Policy:

1. The Sierra County electronic media systems are made available to employees for the purpose of providing an effective method to communicate, increase productivity, perform research, and obtain information that will assist in performing job-related tasks.

2. Employees shall use good judgment at all times when using the Internet or other electronic media. Electronic media shall be used only to send courteous, professional, and business-like communications.

3. Electronic media communications (such as email) should always be treated as written memos which may remain on file in various locations and be read by persons other than the sender and recipient. The County may save such communications even though it appears they have been deleted.

4. The County has the capability to access, monitor, review, and copy or disclose any activity on the County network; and the County reserves the right to do so for any proper County purpose. The use of security measures (such as individual passwords) or deletion of electronic media communications (such as deletion of email messages by users) does not affect the County's ability or right to access, review, copy or disclose such communications under appropriate circumstances. Employees' use of electronic media is consent to such action by the County.

5. Users of County email and communications systems should be aware that (1) their email/communications are not personal and private, (2) their email/communications may be (but are not necessarily) saved for future reference and (3) their email/communications may be seen by persons other than the original addressee.

6. Knowledge of passwords, loopholes, or other means of gaining access to network, data, communication, application, server, document, website, device, and associated computer security systems will not be used to damage computing information or resources, gain unauthorized access to information and resources, or otherwise make use of information or resources for which proper authorization has not been given. Accessing data on the County computer systems unless expressly authorized is strictly prohibited.

Incidental Personal Use:

Electronic communication resources are provided by the County to facilitate the performance of County work. Under no circumstances other than that which is expressly permitted, should an employee use any County resources for personal use.

Incidental personal use is permitted, so long as employee use of the systems are made during the time the employee is relieved from duty (i.e. during a break, during the employee's lunch hour, or before or after the employee's work shift), and only so long as the Department Head determines that the operation of the Department is not being compromised or disrupted.

Incidental personal use should be minimal, and should not:

1. Interfere with the County's operation of the data processing network;
2. Interfere with the user's employment or other obligations to the County, or
3. Incurring costs other than de minimis in nature.

Incidental use of the County's data processing network should clearly indicate that the use is personal. Users of electronic communication resources will not give the impression that they are representing, giving opinions, or otherwise making statements on behalf of the County unless appropriately authorized to do so. The County is not responsible for any loss or damage incurred by an individual as a result of personal use of the County's data processing network.

Prohibited Activities:

Electronic media shall not be used in any manner in violation of the law or County rules, policies or procedures. Electronic media shall in no manner be used for any improper, illegal, offensive or harassing purpose.

Activities prohibited by this policy include, but are not limited to, the following:

1. Unauthorized access or removal (file review, transmittal, removal, copying) of any material or communication in violation of any federal, state or local law, ordinance or regulation. Unauthorized employees accessing data will be subject to personnel disciplinary action, up to and including, termination.

2. Transmittal or downloading of any material or communication which includes potentially offensive material (such as sexually explicit, racial, defamatory, profane, threatening, ethnic comments, jokes or slurs).

3. Misrepresentation of an employee's true identity.

4. Attempting unauthorized access to data or breaking into any County or non-County network.

5. Any action intended to accomplish or assist in unauthorized access to computer systems.

6. Unauthorized or improper downloading, accessing or transmittal of information, documents or software, including any acts that infringe copyright. Employees shall use software only in compliance with license agreements and as authorized by the Information Systems Manager.

7. Any action which causes the County to incur a fee for which there has not been prior approval.

8. Use of a security code or password other than as authorized.

9. Disclosing your password to anyone other than IS staff members for any purpose.

10. Any use of the County electronic media for the purpose of individual private remuneration.

11. Any unauthorized use of the County resources in a way that suggests County endorsement of communication for personal use.

12. Personal use of a County cell phone.

13. Unauthorized employee access of email exchange server during non-business hours.

14. Transmittal of unauthorized broadcast communications or solicitations, such as mass email transmittals. All broadcast or solicitation messages must be approved in advance by the Department's Manager and/or the Information Systems Manager.

15. Engaging in recreational use of the County's data processing network that interferes with the ability of the employee or other users to conduct County work. This includes, but is not limited to, downloading or uploading software, games, or shareware.

16. Storage of county data in a cloud environment.

Email Retention

Electronic mail has become a ubiquitous service that greatly enhances communication, both internally within Departments of the County of Sierra, and externally to clients, taxpayers and the public at large. All emails transmitted or received through the County email system are subject to being read by the County management and may be subject to being disclosed as public records. It is the intent of this policy to limit the retention and storage of emails to those necessary for the County's business or required by law.

This policy establishes the default retention period for email retained within the County computer network. It also confirms the roles and responsibilities for implementation, including the management of litigation holds.

This retention policy applies to all users and account holders of the County of Sierra email system and all email sent or received using the County email system.

Transitory Messages

Most email records are created primarily for routine communication or information exchange between departments and offices within the County of Sierra and are considered transitory messages that are not intended to nor needed to be retained as permanent records of the County.

Such emails should be:
Read and retained on the active server for no longer than the default retention period (defined below).

Some examples of transitory messages are:

- Notices about meetings
- Internal requests for information
- Announcements, etc.
- Informal communications

Messages to be Retained

When the contents of an email exhibits one or more of the following characteristics, it may, in the judgment of one or more of the parties to the email, be appropriate to retain same as a permanent record;

Each County Department shall develop a retention policy, identifying specific record retention practices as required by law.

Since email systems are not designed to be records retention or document management systems, email to be maintained as permanent records should be saved in accordance with the retention policy established by Department. The decision as to whether a specific message should be retained as a permanent record will be set forth in the Departments adopted retention policy. Questions regarding retention policies are to be answered by the Department Head and/or County Counsel.

Default Retention Period

The County of Sierra email system will be configured to automatically delete messages retained for more than six (6) months on the active email server. This auto-delete policy applies to emails located within the inbox folder, sent file folder and delete file folder stored on the active email server.

Backup Files

Backup discs of County of Sierra email files will be kept for no more than three (3) weeks. These backups are for system restoration and disaster recovery purposes, and are not designed to facilitate retrieval of deleted messages.

Litigation Holds

When litigation involving Sierra County or its employees is pending or anticipated the law imposes a duty upon the County to preserve all documents and records that pertain to the issues. This includes all relevant emails.

Upon receiving any indication of potential litigation, a department head should immediately issue a litigation hold and refer the matter to County Counsel. The litigation hold shall be directed to all persons having access to and/or control of the information. Where a litigation hold is to be directed to a person who is separated or otherwise unavailable, the Department Head and/or County Counsel shall instruct the Information Systems Department and any other necessary personnel on the existence of the hold and the necessary steps to preserve the information. Department Head shall be responsible to provide the IS Department a written list outlining specific employees with access to and/or control of the litigation.

The hold shall indicate the subject matter covered by the litigation hold, state that the hold shall be in effect until expressly revoked in writing, and shall instruct those parties on the step reasonably necessary to ensure that all relevant information (including but not limited to documents, drafts, emails, recordings, notes and other materials) are adequately preserved from either manual or automatic destruction. If anyone other than County Counsel is issuing the litigation hold, they need to confer with Counsel to ensure there is a clear understanding of all the issues relevant to the litigation or potential litigation.

A litigation hold directive may be issued by the County Counsel, outside counsel retained to represent the County, the Risk Manager, or a Department Head and must be issued to all departments and employees having access to and/or control of the information.

A litigation hold directive overrides this email retention policy, as well as any records retention schedules that may have otherwise called for the transfer, disposal or destruction of relevant documents, until the hold has been cleared.

IS Staff shall be responsible for saving all email communications. Employees' shall be responsible for saving all documents.

Email and accounts of separated employees that have been placed on litigation hold status must be maintained by the Information Systems Department until the hold is released.

No employee who has received a litigation hold directive shall alter or delete an electronic record that falls within the scope of that hold. Mark-ups, notes and drafts will be considered separate documents in the event of a litigation hold. Those employees are required to provide access to or copies of any electronic records that they have downloaded and saved, or moved to some other storage account or devise. Questions about the scope of a litigation hold shall be directed to County Counsel.

Roles and Responsibilities

The Information Systems Department will:

1. Provide all County employees with the required helpdesk support.

2. Manage server implementations of litigation holds that are issued by County Counsel.

3. Suspend automatic deletion processes, as necessary to preserve specific electronic messages, records and information that fall within the scope of the litigation hold, and that reside on active servers.

Department Heads shall be responsible for creating and providing records retention guidance to all staff within their respective departments. The policy shall establish clear policies as to the types of records and emails that will be saved, as well as how, where and for how long they are saved. The guidance provided must be in accordance with this policy.

Originators and custodians of electronic messages, records, and information are to be retained pursuant to Departments' adopted retention policy:

- Appropriately identifying and retaining such records in accordance with this policy.
- Seeking assistance from their respective Department Head when unsure about how to categorize specific types of messages.

County employees who have been notified by either County Counsel or their Department Head of a litigation hold shall be responsible for preserving all messages, records and information that falls within the scope of the hold that they have downloaded and/or stored on the County computer network.

California Public Records Act (PRA) Requests

Access to information concerning the conduct of the people's business is a fundamental and necessary right of every person in this state. Records of the County of Sierra which are not exempt from disclosure are available for inspection and copying in accordance with the California Public Records Act upon a request that reasonably describes and identifiable record or records.

The California Public Records Act is found in the California Government Code, beginning at Section 6250. Records subject to inspection and copying include any writings, meaning any handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any form of communication or representation, including information available in an electronic format. (Gov. Code Sec. 6252(f) and 6253.9)

The County of Sierra does not maintain a centralized record keeping system. County department, agencies, commissions and committees are located at various public facilities within the County.

Requests to inspect and copy public records, which are not otherwise immediately available to the public, should be made directly to the responsible department or agency head, commission or committee, or to his or her designee. County employees have an obligation to assist members of

the public who are not sure what type of record contains the information they are seeking, including which Department should be contacted.

Records shall be made promptly available for inspection, and for copying within ten (10) calendar days after receipt of request. In unusual circumstances, the ten (10) days may be extended by written notice from the department or agency head, commission or committee, or from his or her designee, for no more than an additional fourteen (14) days as provided by law.

Within five (5) days of receiving a Public Records Act Request, it is the responsibility of the department or Department Manager, commission or committee, or his or her designee, to contact County Counsel if any question exists whether any record, or portion of any record, is exempt from disclosure. The County Counsel shall be responsible for providing advice to the department, agency, commission or committee, and for assisting the department, agency, commission or committee in drafting a written response if an exemption is claimed.

A fee for copies of public records may be charged which covers the direct costs of duplication as determined by County Fee Schedule.

New Employee Network Access

Department managers, or authorized personnel, shall request new employee access to county network by submitting an *Offer of Employment Form* in the ReadyDesk ticketing system no later than seven (7) days prior to the employees' start date. Upon receipt of the form, IS staff shall provide copy to the Auditor's Office. It is the responsibility of the Department Manager to maintain the ReadyDesk ticket for new employee access.

Terminating Employee Access

IS technicians shall not terminate employee access to the county network until a *Termination Request Form* has been submitted by the employees' Department Manager. Department Managers shall submit the Termination Request to the IS Manager. In the event the IS Manager is unavailable, the Department Manager shall submit the request directly to an IS Technician. Upon receipt of the Termination Request, IS technicians will review the form and terminate access as noted.

If a Department Manager is dismissing an employee, the effected employees' Department Manager, or authorized personnel, shall notify the IS Manager prior to notifying the effected employee of the termination to ensure protection of county property. IS technicians shall immediately terminate access and notify the effected Department Manager, or authorized representative, when network access has been severed.

Requesting Assistance from IS Department

To request the assistance of the IS Department, employees must submit a ReadyDesk Ticket. The sole exception to this policy is when a Department Manager has provided a *Termination Request Form* to the IS Manager or IS Technician.

A *ReadyDesk User Guide* has been created for use and shall be supplied to all new employees by IS Department on first day of employment.

Virtual Private Network (VPN) Access

This policy is intended to clarify the requirements of being provided access to County computer networks using a Virtual Private Network (VPN).

No employee shall be provided with VPN access without specific written consent from their Department Head and Information Systems Manager. Department Head shall be responsible for contacting the IS department to receive/complete/file the *Virtual Private Network Use Agreement*.

Once the required Agreement has been filed with the IS Manager, IS staff will provide employee virtual access to the network. No employee shall access the county computer network other than through the use of a county-owned and county-monitored computer. If requesting office does not have a county-owned and county-monitored computer, contact the IS department to see if one is available for use. Offices that have county-owned and county-monitored computers shall ensure those computers are plugged into the county network bi-monthly to receive security and software upgrades.

Employees accessing the county computer network using VPN access shall abide all applicable privacy laws and maintain confidentiality at all times.

Personal Devices

With the exception of elected, appointed and mid-management positions, no personal devices not limited to, iPods, iPads, laptops and personal computers shall be connected to the County network. Personal devices, however, may still connect to those wi-fi networks designated by the County for public access.

Portable Devices

All portable devices holding confidential data, including but not limited to, external hard drives, and flash (thumb) drives, shall be encrypted. Departments will be required to log the assignment of all portable devices including:

- Employee name
- Date assigned
- Date returned

Social Media Policy

The County endorses the secure use of approved social media technology to enhance communication; collaboration and information exchange; streamline processes; and foster productivity improvements for safety sensitive departments. However, the technology must not compromise data confidentiality and integrity. Departments use of social media technology shall conform to the policies, protocols and procedures contained, or referenced, herein.

Social media uses many technologies and forms, including social-networking, blogs, wikis, photo-sharing, podcast, social bookmarking, mash-ups, widgets, virtual worlds, microblogs, Really Simple Syndication (RSS) and more. Not all forms of social media may be appropriate for use by County Departments.

Social media applications used by County offices shall be approved by the Board of Supervisors prior to use.

For information on which social media platforms have been approved for use, contact IS Administrator.

Software Management Plan

To prevent copyright infringement and promote good software management practices, Sierra County IS Department shall maintain a software management program. IS Technicians shall document license numbers, serial numbers, date of purchase and log warranty expiration date for all purchased software. IS Administrative Assistant shall, with assistance from IS Manager, track license expiration and ensure timely renewal of all software license agreements.

Electronic Data Disposal

All computer systems (PC's, Laptops), electronic devises and electronic media must be properly cleansed of sensitive data and software before being transferred outside of County of Sierra either as surplus property, broken electronic devices, recycled or trash.

Computer hard-drives and portable devices (thumb-drives, portable hard-drives) that are no longer used by County employees must be sanitized. Non-rewritable media, such as CD's or non-usable hard drives, must be physically destroyed.

The primary responsibility for sanitizing computer systems, electronic devises and media rests with the IS Department. County employees shall surrender all unused electronic devices to the IS Department for disposal.

Background

A large volume of electronic data is stored on computer systems and electronic media throughout the County. Much of this data consists of confidential and sensitive information, including financial data, personnel records, property characteristics and medical records. The County of Sierra is mandated by several federal and state laws that set forth the responsibilities for protecting this information, including the Federal Privacy Act and the Health Insurance Portability and Accountability Act (HIPPA). In addition, copyright laws and software license agreements protect vendor rights regarding the use of software.

Unauthorized disclosure of sensitive information may subject the County of Sierra to legal liability, negative publicity and monetary penalties and harm the rights of employees or members of the public. All sensitive information and licensed software must be properly removed when disposing of computer systems with hard drives, PDA's and removable media, such as, but not limited to CDs, DVDs, USB drives, Zip discs, diskettes, tapes, smart cards and thumb drives.

The method of destruction of the media shall be made by physical force by IS staff, with the Information Systems Manager a witness to the physical destruction.

Procedures

Information Systems Department staff is responsible for the disposition of surplus computer systems and electronic devises. All surplus computer systems and electronic devises that become the responsibility of the IS Department shall be logged onto the *Electronic Data Disposal Verification* log maintained by the Information Systems Manager in cooperation with IS Staff.

Disposal of computer systems and media shall comply with all environmental regulations.

Viruses

If you discover, or fear, that a virus has infected your computer and/or device, do not send any messages and do not use the computer. Contact the Information Systems Manager or the Assistant IS Manager by phone. IS Technicians will scan the effected device, remove the virus and return the device to the effected employee.

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

MEETING DATE: March 1, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Discussion and Direction regarding use of Dell KACE K1000 System Management Appliance

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other
Dell handout regarding KACE K1000 appliance

BACKGROUND INFORMATION: Additional information will be provided at meeting.

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

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ CLERK TO THE BOARD

_____ DATE

Software Distribution

Automatically install and upgrade software across your organization

Manage any endpoint with a comprehensive, easy-to-use solution
The Dell KACE K1000 Systems Management Appliance reduces the burden on your IT staff by automatically carrying out software distributions and software upgrades to Windows, Mac and Linux computers and servers across multiple locations. Available as a physical, virtual or hosted appliance, the K1000 easily integrates with Active Directory and/or LDAP to efficiently align software deployment with your organization's structure and user schedules. It comes with many additional features that help you save resources and costs, such as targeting of deployments based on dynamic groups, remote site replication and wake-on LAN.

Software Distribution

Gain comprehensive deployment options

The K1000 can automate software deployments to Windows, Mac and Linux systems, as well as customize installations. Supported packages include: .MSI, .EXE, and .ZIP for Windows; .pkg, .app, .dmg, .zip, .tgz, and tar.gz. for Mac; .rpm, .zip; .bin, .tgz. and tar.gz for Linux. In addition, the K1000 is equally adept at uninstalling unapproved applications, helping you maintain a secure and compliant environment.

Minimize end-user disruptions

The K1000 provides flexibility for software deployments, including when deployments take place —ideally off-work hours — and which systems are targeted, helping you minimize any disruptions to user productivity. The K1000's snooze capabilities even allow users the option of deferring a software upgrade to a time that

suits their work schedule, and pre- and post-installation messages keep them informed and engaged.

Employ remote replication for multiple worksites

The K1000's remote-replication capabilities can significantly reduce the network impact of large deployments in organizations with multiple locations. You simply designate a system in a remote location as the replication share. The K1000 data is sent once over your network to the replication share, and all other systems at that remote office then directly pull applications, patches and scripts from the designated remote replication share through the LAN instead of from the K1000 — without the need for dedicated hardware or personnel at the remote facility. The remote replication share is easy to set up and maintain, and dramatically reduces the cost and complexity of software distribution across a multi-site organization.

Integrate easily with ITNinja

ITNinja.com, an IT administrator forum managed by Dell, provides you with real-time application installation information — including command lines and application deployment best practices — significantly reducing the time required to customize a software deployment. Context specific information from ITNinja is integrated directly into the K1000 console to keep your software deployments running smoothly.

Get Dell client and server updates

The K1000 integrates with Dell's OpenManage update service so you can easily apply any Dell update packages directly from your K1000. Set different policies for different populations of machines, such as linking automated software upgrades to server maintenance windows. The K1000 also provides detailed summary data on the status of any Dell software upgrade, enabling you to quickly determine compliance status and remediate any systems where updates have failed.

Datasheets

K1000 Systems Management Appliance

K1000 Systems Management Appliance as a Service

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
March 1, 2016	☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Continued discussion regarding request of Sierra County Land Trust for input into a grant application to the Sierra Nevada Conservancy for ultimate development of a land management plan for the Sierra Buttes-Lakes Basin, specifically the Packer Saddle, Sardine Lake, and Volcano Lake area.

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

BACKGROUND INFORMATION: Refer to board packet of February 2, 2016.

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

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

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

MEETING DATE: March 1, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Letter of support for Proposition 1 Grant Application for a partnership project with the Sierra County Firesafe and Watershed Council, for fuels work to be done along the existing alignment of State Route 89 and in the Carmen Saddle, as presented by Ranger Youngblood at the meeting of February 16, 2016.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☐Other
Letter will be provided separate from agenda packet.

BACKGROUND INFORMATION: Letters of support are due on March 1, 2016 and is to be electronically submitted immediately after Board approval. This is prepared in accordance with the Board of Supervisors' motion of intent to provide a letter of support which was approved at the February 16, 2016 meeting.

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

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

SIERRA COUNTY

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

February 25, 2016

Sierra County Firesafe and Watershed Council
PO Box 633
Loyalton, California 96118

Attn: Ms. Victoria Fisher
Executive Director

The Sierra County Board of Supervisors on March 1, 2016 approved the content of this letter and strongly supports the grant application for the Calpine WUI Forest Health Improvement Project. This project will treat over 200 acres in the Calpine-Carman Valley-State Route 89 corridor area and will provide enormous public benefits, property fire protection, and defensible fire conditions in the forested areas described. This project is compatible with the County Fire Plan and we encourage the Council to proceed with the grant application to secure this viable project.

Please feel free to submit this strong letter of support and endorsement to the grant funding agency and if you have questions or need additional information, please do not hesitate to contact us.

Thank you.

Sincerely,

Sierra County
Board of Supervisors

Lee Adams
Chairman of the Board

CC: US Forest Service-Sierraville Ranger District
Sierra County Fire Protection District #1
CalFire

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

MEETING DATE: March 1, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Discussion and direction regarding closure of County waste disposal sites on official County holidays and on Easter Sunday, a non County holiday.

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

BACKGROUND INFORMATION: As a departmental policy, the facilities have been closed on Easter Sunday over the years, mainly due to requests for the day off by Solid Waste Site Attendants, all of whom work 960 hours or less per year and have no vacation accrual, and the complexity of trying to backfill the attendants on a traditional family day. Also, consideration must be given to the not uncommon need to call out supervisory employees on weekends due to issues that might arise at the solid waste sites.

FUNDING SOURCE: 041
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $ N/A

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
March 1, 2016	☒ Regular ☐ Timed ☐ Consent

DEPARTMENT: Planning Dept
APPROVING PARTY: Tim Beals
PHONE NUMBER: 530-289-3251

AGENDA ITEM: Resolution to amend Resolution # 2006-152 to correct the Assessor Parcel Number.

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

BACKGROUND INFORMATION:

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

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐ Approved	☐ Set public hearing	Resolution 2016- _____
☐ Approved as amended	For: _____	Agreement 2016- _____
☐ Adopted	☐ Direction to: _____	Ordinance _____
☐ Adopted as amended	☐ Referred to: _____	Vote:
☐ Denied	☐ Continued to: _____	Ayes:
☐ Other	☐ Authorization given to:	Noes:
☐ No Action Taken	_____	Abstain:
		Absent:
		☐ By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

BOARD OF SUPERVISORS
COUNTY OF SIERRA
STATE OF CALIFORNIA

RESOLUTION NO. 2016-

IN THE MATTER OF AMENDING RESOLUTION No. 2006-152
TO CORRECT THE ASSESSOR PARCEL NUMBER
FOR THE RONEY PROJECT

WHEREAS, the property owner, Bruce Roney requested approval of a Zone Amendment from General Forest to Rural-Residential -5 Acre Minimum (RR5) Zoning District; and,

WHEREAS, on September 19, 2006 the Board of Supervisors held a duly noticed public hearing and approved the zone amendment adopting Resolution No. 2006-152; and,

WHEREAS, the Assessor Parcel Number contained within Resolution No. 2006-152 identifying the project was the incorrect number; and,

WHEREAS, the Board of Supervisors must now amend Resolution No. 2006-152 to correct the Assessor Parcel Number by removing 015-023-001 and adding 006-030-117 & 006-030-118.

NOW THEREFORE, BE IT RESOLVED BY THE SIERRA COUNTY BOARD OF SUPERVISORS that Resolution No. 2006-152 is amended to add Assessor Parcel Number 006-030-117 & 006-030-118 to the Rural Residential-5 Acre Minimum (RR5) Zoning District.

BE IT FURTHER RESOLVED BY THE SIERRA COUNTY BOARD OF SUPERVISORS that all other portions of Resolution 2006-152 are to remain the same.

ADOPTD BY THE BOARD OF SUPERVISORS of the County of Sierra on the 1st day of March, 2016 by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

COUNTY OF SIERRA

_____
LEE ADAMS, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____
JAMES A. CURTIS
COUNTY COUNSEL

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

MEETING DATE: March 1, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: Planning Dept
APPROVING PARTY: Tim Beals
PHONE NUMBER: 530-289-3251

AGENDA ITEM: Amendment to Section 15.12.300.80(a) of the Sierra County Code pertaining to Property in the Rural Residential-5 Acre District to correct a Assessor Parcel Number.

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

BACKGROUND INFORMATION: In 2006 the BOS approved a zone amendment, however the adopted ordinance contained the wrong APN.

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

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 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

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 15.12.300.80(a) OF THE SIERRA COUNTY CODE PERTAINING TO PROPERTY IN THE RURAL RESIDENTIAL-5 ACRE MINIMUM ZONING DISTRICT

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

Ordinance Section One:

Section 15.12.300.80 (a) shall be amended to remove Assessor Parcel Number 015-023-001-0 and replace it with Assessor Parcel Numbers 006-030-117-0 and 006-030-118-0.

Ordinance Section Two:

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

Introduced at a regular meeting of the Board of Supervisors held on the 1st day of March, 2016 and passed and adopted by the Board of Supervisors of the County of Sierra, State of California, on the 15th day of March, 2016, by the following roll call vote, to wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

_____
LEE ADAMS, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____
JAMES A. CURTIS
COUNTY COUNSEL

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

MEETING DATE: March 1, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: Planning
APPROVING PARTY: Tim Beals
PHONE NUMBER: 530-289-3251

AGENDA ITEM: Approval or Direction to Planning Department to use Security Funds held by Sierra County under an approved Financial Assurance Agreement for the Reclamation of the Cole Cash Mine located in northwestern Sierra County.

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

Approved by the Planning Commission by Resolution # 2016-01 and Planning Staff Report #1161, attached and confirming that a public hearing was conducted and that use of security provided to the County for the Cole Cash Mine under the apprroved reclamation plan and financial assurance agreement was approved allowing the US Forest Service, as a payee under the approved reclamation plan and financial assurance agreement to conduct reclamation using said security funds.

BACKGROUND INFORMATION: In 1996 Performance and Security Agreement # 96-228 was executed and in 1998 $5,000 was deposited with the Sierra County Treasurer as the financial assurance for the reclamation of the Cole Cash mine.

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

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

CLERK TO THE BOARD

DATE

SIERRA COUNTY

Department of Planning and Building Inspection
P.O. Box 530
Downieville, California 95936
(530) 289-3251 (800) 655-3251
FAX (530) 289-2828

Tim H. Beals
Director

DATE: February 23, 2016

TO: Sierra County Board of Supervisors

FR: Tim H. Beals
Director of Planning & Public Works

RE: Approval of the Use of Security Posted Under an Approved Financial Assurance Agreement for the Cole Cash Mine

The Cole Cash Mine (CA Mine ID #91-46-0007), located near La Porte, secured a USFS-approved Plan of Operation in 1994 and a Sierra County-approved Reclamation Plan and corresponding Financial Assurance Agreement in 1995, pursuant to the Surface Mining & Reclamation Act (SMARA) and Part 33 of the Sierra County Code. As a condition of approval of the Reclamation Plan, the operator's (Lawrence and Janet Cummings) also executed a "Performance and Security Agreement" with the County (Agreement #96-228).

Annual inspections of the Cole Cash mine noted a number of violations and the operation became "idle" (as defined under the Surface Mining and Reclamation Act) in approximately 2004. Despite a change of ownership of the mine and expiration of the "Forest Service Plan of Operation in 2006, under the Surface Mining and Reclamation Act, the original operator remains legally responsible for completing reclamation of the site in accordance with the approved reclamation plan.

Following a duly-noticed public hearing conducted on February 18, 2016, the Sierra County Planning Commission adopted Resolution no. 2016-01 formally declaring the operation "abandoned" under the Surface Mining and reclamation Act and Sierra County Code-Part 33, and authorized the use of the financial assurance posted for the Cole Cash mine—a cash deposit held in trust by the Sierra County Treasurer (Acct. #858-1027-4104; $5000.00 plus interest).

Consistent with the decision of the Planning Commission, staff is requesting that the Board of Supervisors confirm the recommendation and decision of the Planning Commission and direct the Planning Department to use the financial assurance deposited under the terms of Agreement #96-228 and direct the County Treasurer-Tax Collector to release the funds as requested by the County Planning Department. The Planning Department will coordinate the use of the security by the US Forest Service who has agreed to conduct the required site reclamation.

PLANNING COMMISSION
COUNTY OF SIERRA
STATE OF CALIFORNIA

RESOLUTION NO. 2016-01

A Resolution approving the forfeiture of the SMARA financial assurance mechanism for the Cole Cash Mine, CA Mine ID No. 91-46-0007

WHEREAS, the Planning Commission of Sierra County on May 1, 1995 conditionally-approved Reclamation Plan #1000 and a corresponding financial assurance cost estimate for the Cole Cash Mine (CA Mine ID No. 91-46-0007), with Lawrence and Janet Cummings on file as the "operator" in responsible charge; and

WHEREAS, the operator did fully execute a Performance and Security Agreement with the County of Sierra dated October 15, 1996 (Agreement No. 96-228) to assure that all of the terms and conditions of the Reclamation Plan are fully performed, and such Agreement was then recorded in Sierra County's Official Records, Vol. 130, Pg. 149 on January 15, 1997; and

WHEREAS, it is the responsibility of Sierra County, as the lead agency for the implementation of the Surface Mining and Reclamation Act (SMARA) in the county, to ensure that mines operate in conformance with approved permit conditions; fully reclaim surface disturbances associated with the operation in accordance with the approved Reclamation Plan; and are in conformance with SMARA regulations and Part 33 of the Sierra County Code; and

WHEREAS, the USFS-approved Plan of Operations expired in 2006 and the mine operator has failed to fully reclaim the mine site and comply with SMARA, Part 33, the conditionally-approved Reclamation Plan #1000, and Agreement No. 96-228; and

WHEREAS, on February 17, 2016 the Planning Commission held a duly noticed public hearing on the matter in accordance with Sierra County Code Chapter 33.019 and Public Resources Code Sections 2773.1(b) and 2774.1(b); and considered all of the information in the public record, including the Staff Report, testimony presented by the public concerning the proposed forfeiture, and evidence of the responsible operators' failure to meet the conditions of the approved Reclamation Plan, the Performance and Security Agreement, SMARA and Part 33 of the Sierra County Code; and

WHEREAS, the forfeiture of Financial Assurance Mechanisms and revocation of a mining permit are not considered a project pursuant to the California Environmental Quality Act (CEQA).

NOW THEREFORE BE IT RESOLVED, that the Sierra County Planning Commission hereby finds that the operator of the Cole Cash Mine (CA Mine ID No. 91-46-0007) has

abandoned the surface mining operation without completing reclamation, and directs staff to take all steps necessary to: seize the Financial Assurance Mechanism secured by the Sierra County Treasurer for this purpose; cooperate with state and federal agencies to ensure the site is adequately reclaimed; satisfy the requirements of the Surface Mining and Reclamation Act; and notify the mine operator of same.

The foregoing Resolution No. 2016-01 of the County of Sierra was passed and adopted by the Planning Commission on the 18th day of February, 2016, by the following vote:

AYES:	Commissioners Fisher, Christensen, Cammack
NOES:	None
ABSENT:	Commissioners Devore, Eldred
ABSTAIN:	None

ATTEST:

TIM H. BEALS, SECRETARY
PLANNING COMMISSION

Irving Christensen, CHAIRMAN
PLANNING COMMISSION

23008

COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

TIM BEALS, Director of Planning
Sierra County Planning Dept.
P.O. Box 98
Downieville, cA 95936

123008

OFFICIAL RECORDS
RECORDING REQUESTED BY
Sierra County Planning
97 JAN 15 AM 11:20
SIERRA CO., CA
MARY J. JUNGI RECORDER
VOL 130 PG 149 FEE n/c

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

PERFORMANCE AND SECURITY AGREEMENT

(JANET & LAWRENCE CUMMINGS, Permittee)

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

(Additional recording fee applies)

Recording requested by and
when recorded mail to:
TIM BEALS, DIRECTOR OF PLANNING
Sierra County Planning Department
Post Office Box 98
Downieville, CA 95936

Space Above for Recorder's Use

PERFORMANCE AND SECURITY AGREEMENT

PARTIES

THIS PERFORMANCE AND SECURITY AGREEMENT ("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

Janet and Lawrence Cummings
"PERMITTEE"

FACTUAL BACKGROUND

NOW THEREFORE, in consideration of the foregoing and each and every covenant and condition contained herein, the parties hereto agree as follows:

A. PERMITTEE Janet and Lawrence Cummings

B. PERMITTEE is the lessee of certain real property owned by United States Forest Service., a public agency ("Land Owner") commonly known as: Cole Cash Mine, consisting of approximately two (2) acres of a larger parcel ("the Property") and described as:

SE 1/4 of Section 31
T22N, R10E, MDB&M

APN 001-090-004-0

C. PERMITTEE has requested approval for a reclamation plan ("the Plan") for a surface mining operation on the Property identified as Sierra County Planning Department File No. 1000 ("the Project").

D. On or about May 11, 1995, the Sierra County Planning Commission approved the Reclamation Plan for the Project to the terms and conditions of the Reclamation Plan, a copy of which is attached hereto as Exhibit A , incorporated herein by this reference. The conditions of the Plan are hereinafter collectively referred to as the "Secured Conditions".

E. Condition B.4 requires the PERMITTEE to post a security deposit in the amount of 100% of the approved estimate for Project reclamation costs. Those are attached hereto as Exhibit B and incorporated herein by this reference (hereinafter collectively referred to as "Security Deposit").

F. It is the purpose of this Agreement to assure that all of the terms and conditions of the Reclamation Plan are fully performed, including Site Preparation, Project Operation, Reclamation, Mitigation Program, United States Forest Service Reclamation and Erosion Control Plan Terms and Condions and applicable provisions of the Sierra County Code, California State Statutes and Administrative Regulations and Federal Statutes and Administrative Regulations, inclusive (collectively referred to as the "Secured Conditions").

OPERATIVE PROVISIONS

1. INCORPORATION OF FACTUAL BACKGROUND.

The foregoing Factual Background is incorporated herein by this reference and it is agreed by the parties that the foregoing constitutes the true facts and circumstances underlying and giving rise to the formation of this Security Agreement and the parties intend to be bound thereby. The Factual Background is an integral part of this Agreement and not "mere recitals".

2. SECURITY DEPOSIT.

The PERMITTEE shall deposit with the Sierra County Treasurer, on or before thirty days after approval of this Agreement by the Board of Supervisors and the PERMITTEE, and prior to commencing any activity on the Property which is the subject of the Permit, the sum of Five Thousand Dollars ($5,000.00) in the form of cash, or a cashier's or certified check made payable to the order of the Sierra County Treasurer/Tax Collector. The Deposit is an estimate and may be high or low in any category or collectively. The Deposit is held as security for full performance of all the terms and conditions of the Permit and to secure full and faithful performance of the Project, including those items referenced in Factual Background paragraph 7. The Security Deposit shall be held for the benefit of the COUNTY, as lead agency, the Department of Conservation, and the United States Forest Service.

3. RETENTION OF SECURITY DEPOSIT.

The Security Deposit shall be placed in an interest-bearing account at the Treasurer's sole discretion. The interest therein shall accumulate and be added to the Security Deposit and be utilized by the COUNTY to assure performance under this Agreement.

4. USE OF FUNDS.

In the event that the PERMITTEE fails or refuses to perform any of the Secured Conditions, within the time periods proscribed herein, the COUNTY may, with or without notice, undertake to perform the Secured Conditions and concurrently therewith may draw down a portion or all of the Security Deposit to pay for the performance of the Secured Conditions and/or pay for costs arising under the terms of this Agreement. The Security Deposit may be utilized to pay for all direct and indirect cost of performance, including COUNTY administrative costs, consultant and/or contract services costs and attorney's fees, including County Counsel costs, if incurred.

5. PERFORMANCE.

PERMITTEE may commence performance of all of the Secured Conditions after the full execution and delivery of this Agreement and the posting of the Security Deposit as specified herein. If the PERMITTEE fails to commence or complete the work within the periods specified in this Agreement and the Permit, the COUNTY may (but shall not have the obligation to) commence

and complete such work by contract or otherwise and to recover the full cost and expenses thereof from the Security Deposit, the PERMITTEE or any combination thereof. PERMITTEE's obligation of performance of all of the Terms and Conditions of this Agreement and the Permit is not limited by or to the Security Deposit. PERMITTEE is responsible to perform all of the terms and conditions of this Agreement and of the Permit irrespective of the actual cost thereof. In the event PERMITTEE fails to so perform for any reason, and the Security Deposit is inadequate to cover the direct and indirect cost of curing or remedying such failure of performance, PERMITTEE shall be liable to the COUNTY for the full direct and indirect costs of curing or remedying such failure of performance over and above the Security Deposit amount.

6. RELEASE OF FUNDS.

Upon performance of all of the Secured Conditions, the Security Deposit, or any remaining balance thereon, including interest accrued thereon, shall be returned to PERMITTEE. Performance shall be evidenced by a Certificate of Performance, substantially in the form attached hereto as Exhibit C, signed by the Director of Public Works. However, neither the issuance of a Certificate of Performance, nor any periodic or progress inspection or approval shall constitute a waiver by the COUNTY of any defect in the performance of any condition or a breach of this Agreement or the Permit.

7. INDEMNIFICATION.

PERMITTEE does hereby indemnify and holds harmless COUNTY, and COUNTY's officers, officials, employees, independent contractors, volunteers, and agents from and against:

(a) any and all claims, actions, and proceedings relating to:

(1) any breach or default in the performance of, or the omission to perform, any obligation on PERMITTEE's part under any term or condition of this Agreement and the Permit, including performance or failure to perform the Secured Conditions,

(2) any negligent act or omission to act by PERMITTEE or PERMITTEE's agents, representatives, employees, contractors or subcontractors relating to the performance of, or omission to perform, any term or condition of this Agreement, and the Permit, including performance or failure to perform the Secured Conditions, and/or

(b) all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such claim, action, or proceeding brought thereon.

If any such claim, action, or proceeding is brought against COUNTY or COUNTY's officers, officials, employees, independent contractors, volunteers or agents, the COUNTY may, at its sole option, undertake the defense thereof at the PERMITTEE's cost and expense or may give notice to the PERMITTEE, who upon such notice from COUNTY shall defend the same at PERMITTEE's expense by counsel satisfactory to COUNTY.

COUNTY shall promptly notify PERMITTEE of any claim, action, or proceeding against COUNTY or COUNTY's officers, officials, employees, independent contractors, volunteers, or agents relating to the performance, or omission to perform, any term or condition of this Agreement. COUNTY and PERMITTEE shall cooperate fully in the defense of such claim, action, or proceeding.

PERMITTEE assumes all risk of damage to property or injury to persons resulting from the

performance or omission to perform under this Agreement by PERMITTEE or PERMITTEE's agents, representatives, employees, contractors and subcontractors. PERMITTEE hereby waives all claims in respect thereof against COUNTY and COUNTY's officers, officials, employees, independent contractors, volunteers and agents.

8. INTERPLEADER.

In the event of a dispute between the PERMITTEE and any third party with respect to the Deposit, the COUNTY may, at its sole election, file an action in interpleader in the Superior Court for such action, less the COUNTY's costs and reasonable County Counsel costs or fees of outside counsel for such filing.

9. INTERPRETATION AND ENFORCEMENT.

9.1 INDEPENDENT CONTRACTOR. At all times during the term of this Agreement. PERMITTEE 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. PERMITTEE shall be an independent contractor and shall not be an employee of the COUNTY. COUNTY shall have the right to control PERMITTEE only insofar as the results of PERMITTEE's services rendered pursuant to this Agreement. COUNTY shall not have the right to control the means by which PERMITTEE accomplishes services rendered pursuant to this Agreement.

9.2 LICENSES, PERMITS, ETC. PERMITTEE represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for PERMITTEE to carry out the terms of this Agreement. PERMITTEE represents and warrants to COUNTY that PERMITTEE 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 PERMITTEE to carry out the terms of this Agreement.

9.3 TIME. PERMITTEE shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of PERMITTEE'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.

9.4 STANDARD OF PERFORMANCE. PERMITTEE shall perform all services required pursuant to this Agreement and the Permit in the manner and according to the standards observed by a competent practitioner of the profession in which PERMITTEE is engaged.

9.5 DESIGNATED REPRESENTATIVES. Tim Beals, Director of Planning, is the representative of the COUNTY and will administer this Agreement for the COUNTY. The signatory for PERMITTEE is the authorized representative for PERMITTEE. Changes in designated representatives shall occur only by advance written notice to the other party.

9.6 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation* Code (107). For all purposes of compliance by COUNTY with a Section 107.6 of the *California Revenue and Taxation* Code, this recital shall be deemed full compliance by the COUNTY. 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.

9.7 TAXES. PERMITTEE hereby grants to the COUNTY the authority to deduct from the Security Deposit any COUNTY imposed taxes, fines, penalties and related charges which are delinquent.

9.8 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.

9.9 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 attorneys' fee, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

9.10 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.

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

> **9.11.1 NUMBER AND GENDER.** In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
>
> **9.11.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

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

9.13 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.

9.14 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.

9.15 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.

9.16 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.

9.17 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.

9.18 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.

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

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

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

9.22 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 "PERMITTEE":

10. AGREEMENT DATE. The Agreement Date is October 15, 1996.

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

"COUNTY"

COUNTY OF SIERRA

By _____
DONALD MC INTOSH
Chairman, Board of Supervisors

APPROVED AS TO FORM:

_____
WILLIAM W. PANGMAN
County Counsel

ATTEST:

_____
MARY J. JUNGI
Clerk of the Board

"PERMITTEE"

Janet and Lawrence Cummings

_____
_____

CONSENT OF LANDOWNER:

Subject to the understanding that the Landowner is not personally obligated to performance under this Agreement or the Permit, the undersigned hereby consents to the issuance of the Permit by the COUNTY to PERMITTEE and the recordation of this Agreement against the Property as described in the Factual Background above.

United States Forest Service, Plumas National Forest

By _____
for Bruce Bernhardt
District Ranger

10. AGREEMENT DATE. The Agreement Date is OCTOBER 15, 1996.

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

"COUNTY"

COUNTY OF SIERRA

Refer to previous sheet for signature

By_____
DONALD MC INTOSH
Chairman, Board of Supervisors

APPROVED AS TO FORM:
Refer to previous sheet for signature

_____
WILLIAM W. PANGMAN
County Counsel

ATTEST:

Refer to previous sheet for signature

_____
MARY J. JUNGI
Clerk of the Board

"PERMITTEE"

Janet and Lawrence Cummings

Lawrence Cummings
Janet Cummings

CONSENT OF LANDOWNER:

Subject to the understanding that the Landowner is not personally obligated to performance under this Agreement or the Permit, the undersigned hereby consents to the issuance of the Permit by the COUNTY to PERMITTEE and the recordation of this Agreement against the Property as described in the Factual Background above.

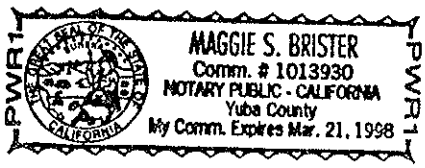
United States Forest Service, Plumas National Forest

Refer to previous sheet for signature

By_____
Bruce Bernhardt
District Ranger

State of California)
) ss.
County of Sierra)

On _____ before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) , and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

_____

State of California)
) ss.
County of Sierra)

On _____ before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) , and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____

96 228
OCT 1 5 1996

EXHIBIT A

RECLAMATION PLAN

96 228
OCT 15 1996

RECLAMATION and EROSION CONTROL PLAN

COLE CASH MINING EXPLORATION

Plumas National Forest
La Porte Ranger District

May 1994

COLE CASH CLAIMANT — DATE

Bruce E. Bernhardt
BRUCE E. BERNHARDT
District Ranger

August 29, 1994
DATE

RECLAMATION AND EROSION CONTROL PLAN

COLE CASH MINING CLAIM
PLAN OF OPERATIONS

INTRODUCTION

The area proposed for mining operations is located in an old hydraulic pit created in the late 1800s. Past mining has also occurred more recently over the last 15 to 20 years. The area has been highly disturbed by past operations. Several settling ponds remain, bare earthen areas which have not been reclaimed and are void of vegetation, and vertical hydraulic cut faces remain in a constant state of surface movement. An intermittent stream has been diverted and left to create several flooded areas containing wetland plant species.

Top soil is non existent in the project area. The wetlands environment created by the diversion of the intermittent stream consist mainly of sands and gravels washed from mining operations and erosion of the hydraulic cut slopes.

During high runoff periods, turbid water is delivered from the area to several established channels to Slate Creek. This is a significant source of turbidity to Slate Creek created during spring snow melt and runoff. Through the reclamation plan developed for this project, the opportunity exist to contain sediment to the site, and reduce the amount of turbidity to Slate Creek.

POST MINE LAND USE OBJECTIVES

The land use objectives following mining operations are watershed protection and wildlife habitat improvement. These objectives will be accomplished by recontouring the project site and establishing vegetative cover to reduce accelerated erosion. Surface runoff will be channeled to existing and created waterways and then to settling ponds in such a manor that water quality will be improved from the present condition.

Wildlife habitat will be improved from existing conditions by the establishment of riparian dependent plant species and upland species beneficial to wildlife.

BASELINE DATA

Soils and Geology - The Plumas National Forest Soil Resource Inventory has formally mapped the project site as Pits, Quarry. These are open pit excavations from which soil has been removed, mainly by past gold mining or quarry operations. The mined gravels are derived from ancient Eocene River deposits generally overlaid by more recent lava flows. Within the project site, inclusions of red clay material exists that was formed from metasedimentary rock formations.

Top soil is non existent. Except for the clay material, soils that will be used as material for plant growth is well drained, has low water holding capacity and nutrient value. Mulch and fertilizers will be needed for amendments to help improve plant establishment.

Vegetation - The project site can be segregated into three ecological types: 1) Open mixed Conifer, 2) Riparian, and 3) Ponds.

Open Mixed Conifer: This area is mostly scattered ponderosa pine, some white fir, and incensed cedar with lupine and rabbitbrush understory. The condition of this vegetation is poor due to stunted growth from low nutrient content, organic matter, and water holding capacity of the soil.

Riparian/Wetlands: Riparian vegetation surrounds a small man made drainages. Some water ponding occurs where willows, horsetails. sedges, grasses, and cattails have become established.

Ponds/Wetlands: Old settling ponds from past mining operations have very dense vegetation on all sides consisting of willows, cattails, Scirpus sp., pondweed and grasses.

Wildlife - The project area is lacking in wildlife diversity due to the sparse vegetative cover and food sources. This is mainly caused by the the basic lack of productivity potential of most hydraulic pits and quarries. Several bird species have been sighted in the area such as the willow flycatcher and waterfowl (mallards ducks). Black tail deer and Brown Bears are attached to the springs and other water sources at the project site.

Cultural Resources - The Howland Flat area is rich in local cultural history. Remains of the town site is 1/4 mile northeast. Howland Flat is typical of the old town sites of the "Northern Mines" and shows remnants of extensive placer and hydraulic diggings of the 1850-1890 era. The project site does not contain known historical or cultural features.

PROPOSED ANALYSIS AND TESTING

Little data exists that would help demonstrate soil productivity and vegetative success for reclamation in similar hydraulic pits of the same elevation and material as the Cole Cash site. Reclamation work is presently being completed at the Finger Board Pit which is a similar site. Success with native grass, forbs and shrubs will be applied to the Cole Cash site.

Grasses for erosion control was seeded at the project site in the fall of 1993 using the standard district non-native species mix (A. Orchard Grass, Luna Pubesent Wheatgrass, and Durar Hard Fescue). Fertilizer was applied using 16-20-0 (Ammonia Phospnate) with straw as mulch. This application for erosion control has been successful throughout the district and will not be replaced until an economical and viable native species can be used to replace it.

Where erosion control [illegible] the main criteria for vege[illegible]e establishment, native species will be e[illegible]ished for vegetative cover th[illegible]ill met the post mining land use (see Cole [illegible]h plant list).

WATER QUALITY STANDARDS

General Requirements

1. The direct discharge of water from the mine water circulation and processing system to the Slate Creek drainage will be prohibited.

2. The direct discharge of winter surface runoff to the Slate Creek drainage will be prohibited.

3. The direct discharge of petroleum products to the ground surface, ground water, surface water or surface water drainage courses is prohibited.

4. Above ground fuel storage tanks must be placed in secondary containment structures capable of containing 110 percent of the largest tank. Following closure of operation fuel storage tanks will be removed from the site.

5. Sanitation will follow Sierra County Health Department requirements. Garbage and other debris will be removed to county approved disposal facilities.

EROSION CONTROL STANDARDS

General Requirements

1. Minimize disturbance and contact with the riparian areas existing on the site. Two riparian crossing will be permitted to access the ore zone from the wash plant. Berms will be constructed so lose material will not encroach into the riparian zone.

2. Divert the intermittent stream into another existing stream channel to reduce flows into the site. This will reduce the chance of the claimant's operations increasing turbidity and discharge from the site.

3. Construct small drainage ditches and berms to channel all surface water within the project area to the settling ponds. The settling ponds will act as sediment catchment basins and create a closed circuit drainage and water circulation system.

RECLAMATION PERFORMANCE STANDARDS

Objectives for Post Mine Land Use

1. Work toward establishing the original stream channel prior to the 1800 era of hydraulic mining.

2. Enhance and maintain the wetland environment. Establish firm criteria of no net loss. The existing settling ponds should be left as is and not altered during or after operations.

3. Recontouring should create gently sloping terrain adequate for establishment of native vegetation for watershed improvement and wildlife habitat.

Reclamation Performance Standards

1. Piles or dumps of mining waste shall be stockpiled in such a maner as to facilitate phased reclamation. They should be segregated from topsoil or best growing medium salvaged for use in reclamation (see reclamation map for the location of waste dumps).

2. Final reclaimed fill slopes, including permanent piles or dumps of mine waste rock and overburden, shall not exceed 3:1 slopes.

3. Overall recontouring shall conform to surrounding topography.

4. Permanent placement of piles or dumps of mining waste and overburden shall not occur within wetlands. Material from the two approved crossings will be removed. The two crossings will be backbladed and smooth to prepare them for planting.

5. Native plant species shall be used for revegetation except when introduced species are necessary to meet planned objectives or essential for cost effective erosion control.

Vegetative cover suitable for the proposed land use shall be capable of self-regeneration without continued dependence on irrigation, soil amendments, and continued fertilization.

Watershed Improvement: For immediate erosion control and soil stability, apply BMP for Dry Method, Seed and Mulching. Native grasses species and a hybrid wheatgrass with non-reproductive attributes will be used in test plots where applicable. The results will be for future reclamation needs for this and similar sites.

Wildlife Habitat: Native willow and alder will be established at sites within the riparian areas affected by the project. These two sites include the diversion and two channel crossings. Apply BMP for Vegetative Plantings.

The settling ponds, if disturbed, will also be replanted with willow and alder.

Shrubs and ot[illegible] erbaceous material will be p[illegible] d at a spacing and density that will maintain a minimum of 40 percent cover.

6. Where mining operations result in soil compaction, ripping shall be used to improve root growth and planting.

7. Soil and plant analysis shall be required to determine the need for essential elements for plant growth. As a minimum, mulch will be applied at 2,000 lbs/ac, and fertilizer at 400 lbs/ac using 16-20-0 amonium phosphate.

8. Success of revegetation shall be judged based upon the effectiveness of the vegetation for the approved end use, and by comparing the revegetation measures with similar areas for cover, density, and species richness.

9. Erosion and sedimentation shall be controlled during all phases of construction, reclamation, and closure of surface mining operations. Specific measures will be used as shown on the reclamation site map and BMP specification sheets shown as part of this reclamation plan.

10. Surface runoff and drainage from surface mining activities shall be controlled by berms, silt fences, sediment catchment ponds, or other erosion control measures as shown on the reclamation site map and BMP specification sheets shown as part of this reclamation plan.

RECLAMATION COST THAT WILL BE THE BASIS FOR BONDING

As a guarantee of faithful performance of the provisions of the Plan of Operations and Reclamation Plan, a performance bond will be required in accordance with 36 CFR 228.13

1.	Land leveling 1.7 ac with a D-7 cat 24 hours @ $85 /hr.	$2,040.00
2.	Seed, Fertilizer, and mulch $750/ac x 1 ac	$ 750.00
3.	Planting trees and shrubs $1,600/ac	$1,600.00
4.	Clean-up equipment and trash	$ 610.00
	Total	$5,000.00

Standards: The standards for erosion control, water quality, and reclamation set forth in this plan will be monitored during and following reclamation. The Best Management Practices Evaluation form (see attached) will be used for documentation and evaluation of standards.

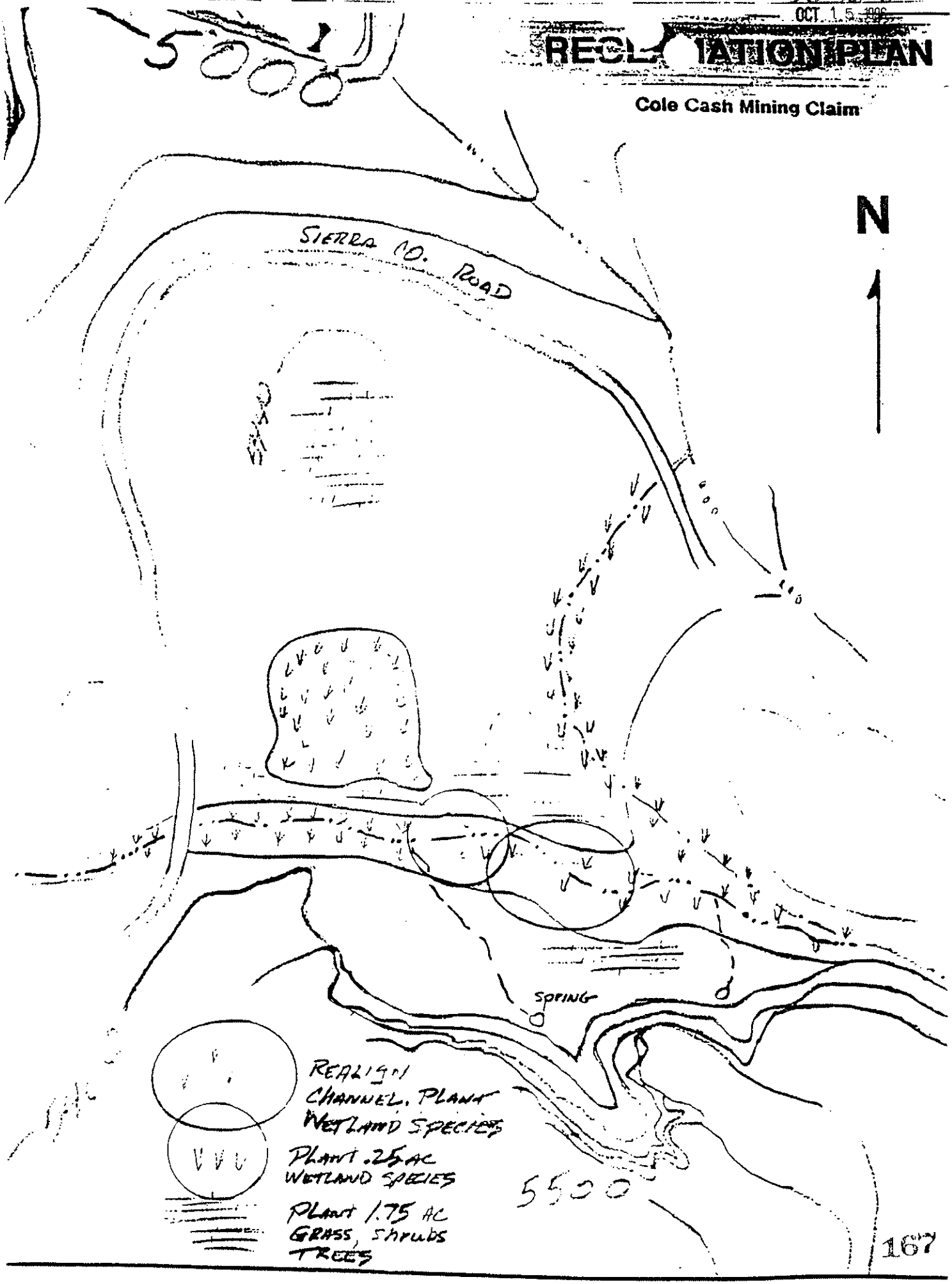
Frequency: Monitoring will be conducted bi-monthly during operations, and in prior to October 15 for closure for the wet season. Monitoring for reclamation compliance will be conducted yearly for three years following closure.

Clean-up All equipment, supplies, trash, and debris will be removed form the site following closure of the operations. A approved county waste disposal station will be used.

96 228
OCT 15 1996

RECLAMATION PLAN

Cole Cash Mining Claim



Best Management Practices Evaluation

Form M26: Mining Operations
(BMP 3.1)

ID #: _____

Selection Code: _____

Reviewer(s) _____ Title(s) _____ Date _____ Forest _____ District _____ T _____ R _____ S _____

Mine Name _____ Activity Status _____ Rock Type _____ NFS Watershed _____

Reclamation Status _____ Hazmats stored onsite? _____ Type _____

IMPLEMENTATION

For all locatable mining activities: Rating

Were erosion control measures included in an EA, Operating Plan or Waste Discharge requirements? _____

2) Were mining activities confined to designated limits? _____

3) Was erosion control work done prior to wet season? _____

4) Were required erosion control measures implemented? _____

5) Were provisions for site reclamation included in EA or Operating Plan? _____

6) If mining is complete, were reclamation measures implemented? _____
(rate NA if reclamation not yet appropriate due to activity)

For locatable mining activities with hazardous materials:

7) Was a Hazardous Spill Contingency and a Countermeasures Plan prepared nd fully implemented? _____
(If fuel is stored onsite, also complete Form E12)

1 = Exceeds contract/project requirements
2 = Meets contract/project requirements
3 = Minor departure from contract/project requirements
4 = Major departure from contract/project requirements
Rate as NA if criteria not applicable at this site

If any rating is "3" or "4", complete the following:

Problem occurred in which phase(s) of the project: ☐ Site Evaluation ☐ Plan Prescription ☐ EA ☐ Operating Plan ☐ Administration

Comments on causes and corrective actions:

EFFECTIVENESS

Roads (includes roads for exploratory drilling, access, haul, etc.) *(If the road crosses a channel, also conduct an E09 evaluation)*

1) Road surface

a) Rilling	☐ Little or no evidence of rills	☐ Some present, but occur on < 10% of road length, or where present, do not leave road surface	☐ > 10% of surface has rills > 2" deep and 20' in length which continue off road surface past fill slope

2) Fill slopes

a) Rilling	☐ No evidence of rills	☐ Rills present but do not extend > slope length below toe	☐ Rills present and extend > slope length below toe
b) Sediment to nearest channel	☐ No evidence of transport to SMZ	☐ Sediment deposition in SMZ but not channel	☐ Evidence of sediment transport to or deposition in channel
c) Slope failures	☐ None	☐ Some present but material does not enter SMZ	☐ Present, material to channel or in SMZ

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822 96

PLANT LIST

DRY ROCKY/FORESTED AREA

TREES

Abies concolor	White fir
Calocedrus decurrens	Incense cedar
Pinus ponderosa	Ponderosa pine
Pinus contorta ssp. murrayana	Lodgepole pine
Pseudotsuga menziesii	Douglas fir

SHRUBS/HERBS

Arctostaphylos patula	Green-leaf manzanita
Chrysothamnus nauseosus ssp. albicaulis	Whitestem rabbitbrush
Erigeron sp.	Fleabane
Lupinus sp. (not L. dalesae)	Lupine

RIPARIAN/WET AREAS

TREES

Alnus incana ssp. tenuifolia	Mountain alder	
Salix lucida ssp. lasiandra	Shining willow	
Populus trichocarpa	Black cottonwood	?

SHRUBS/HERBS

Artemisia douglasiana	Douglas' wormwood	
Equisetum arvense	Horsetails	
Lupinus polyphyllus var. burkei	Meadow lupine	
Potamogeton sp. (floating in ponds)	Pondweed	
Typha latifolia	Broad-leaved cattail	

GRASSES/RUSHES/ETC.

Agrostis exarata	Spiked bent	
Agrostis viridis	Water bent	?
Bromus polyanthus ?	Great Basin brome	
Deschampsia elongata	Slender hair grass	FACW
Juncus effusus	Lamp rush	FACW
Juncus ensifolius	Sword-leaf rush	FACW
Juncus covillei var. obtusatus	Blunt-scale rush	FACW
Luzula sp.	Wood-rush	FACW-FAC
Scirpus sp.	Bulrush	OBL
Sitanion hystrix (edges of wet areas)	Western bottle-brush grass	

EXHIBIT B

RECLAMATION PLAN
CONDITIONS OF APPROVAL

1. Any and all reclamation shall be conducted in accordance with the U.S. Forest Service Reclamation Plan approved by the Sierra County Planning Commission for this project.

2. The operator/landowner shall comply with all mitigation measures as outlined in Initial Study 1000, prepared for this project and incorporated by reference.

3. There shall be no substantial change in operation.

4. A financial assurance in the amount of $5,000 shall be provided by the owner/landowner in order to ensure satisfactory compliance with the mitigation measures and reclamation as specified within the Negative Declaration/Initial Study #1000 approved May 11, 1995. The applicant has already provided $2,000 to the U.S. Forest Service as a financial assurance. Based on the Memorandum of Understanding between the State Department of Conservation, U.S. Forest Service, and U.S. Bureau of Land Management signed October 19, 1992, any federally-required financial assurance may be used to satisfy local and state surety requirements. Therefore the applicants shall post the additional $3,000 financial assurance amount in the name of Sierra County, U.S. Forest Service and the Department of Conservation per PRC Code 2773.1 and name Sierra Count and the Department of Conservation in the existing $2,000.

5. A signed copy the Plan of Operations be provided to Sierra County.

6. The Planning Commission shall review reclamation performance and security yearly during the period of operation and one year after closure. The Planning Commission shall retain jurisdiction to increase or decrease security or amend the reclamation plan for cause.

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EXHIBIT C

ESTIMATE OF SECURITY DEPOSIT

OCT 15 1996

RECLAMATION COST THAT WILL BE THE BASIS FOR BONDING

As a guarantee of faithful performance of the provisions of the Plan of Operations and Reclamation Plan, a performance bond will be required in accordance with 36 CFR 228.13

1.	Land leveling 1.7 ac with a D-7 cat 24 hours @ $85 /hr.	$2,040.00
2.	Seed, Fertilizer, and mulch $750/ac x 1 ac	$ 750.00
3.	Planting trees and shrubs $1,600/ac	$1,600.00
4.	Clean-up equipment and trash	$ 610.00
	Total	$5,000.00

EXHIBIT D

CERTIFICATE OF PERFORMANCE

96 228
OCT 15 1996

Recording requested by and
when recorded mail to:
Tim Beals, Director
Sierra County Planning Dept
Post Office Box 98
Downieville, CA 95936

Space Above for Recorder's Use

CERTIFICATE OF PERFORMANCE

The undersigned, TIM BEALS, Director of the Sierra County Department of Planning, does hereby certify that the terms and conditions of that certain Performance and Security Agreement (Agreement No. 96-__ , "the Agreement" recorded in Book ___ pages ___ through ___ Official Records, County of Sierra) by and between the COUNTY OF SIERRA ("the County") and

Janet and Lawrence Cummings
("the Permittee")

have been performed under the terms of the Agreement as noted below:

Full Performance ☐

Partial Performance ☐ (See attached)

The Agreement pertains to the Project being performed on Property described as follows:

SE 1/4 of Section 31
T22N, R10E, MDB&M

APN 001-090-004-0

The Deposit, or portion thereof, held by the Treasurer under terms of the Agreement, may be released to the Permittee.

With the recordation of this Certificate, all secured obligations of the Permittee related to the Property are hereby released, reconveyed, and extinguished.

Dated:_____

_____
TIM BEALS, Director of Planning
and Public Works

State of California)
) ss.
County of Sierra)

On _____ before me, the undersigned, Sierra County Clerk, appeared Tim H. Beals, personally known to me to be the Director of Planning for the County of Sierra, who executed the within instrument, on behalf of the County of Sierra, in his authorized capacity.

WITNESS my hand and official seal.

_____
MARY J. JUNGI
SIERRA COUNTY CLERK

123008

COUNTY OF SIERRA

Normal Trial Balance

From 6/30/2009 Through 2/29/2016

Account Code	Account Title	Debit Balance	Credit Balance
8581027	CUMMINGS-COLE CASH ASSURANCE		
1000	CASH	5,114.00	
Report Total		5,114.00	0.00
Report Difference		5,114.00	

PC Exhibit 1

Planning Commission Staff Report

February 18, 2016

Project:	Cole Cash Mine: Determination of Abandonment
PD File No.	1000 / SMARA CA Mine ID# 91-46-0007
Staff Rec. No.:	**1161**
Request:	SMARA Financial Assurance Forfeiture
Location:	Plumas National Forest near Howland Flat
APN:	001-090-004-0 (por.)
Planner:	Sara Smith

Mine Operator	**Land owner / Manager**	**SMARA Mine Name**
Lawrence and Janet Cummings 17153 New York House Road Brownsville, CA 95919	United States Forest Service Plumas National Forest	[frmly:] Cole Cash Mine CA Mine ID# 91-46-0007

1. Staff Recommendation

Staff recommends that the Planning Commission take the following action related to the Cole Cash Mining operation:

> Find that the Operator has effectively abandoned the surface mining operation without completing reclamation in accordance to the approved reclamation plan; and direct staff to seize the Operator's Financial Assurance Mechanism (FAM) and collaborate with state and federal agencies to complete reclamation and close the Cole Cash mine operation.

2. Background / Summary

The Cole Cash Mine is an unpatented placer gold mine located in the North West portion of Sierra County (see figure 1 on following page). The mine is on federal land managed by the USFS. Therefore, the USFS retains jurisdiction over the "permit" for the mining operation—in the form of a "Plan of Operation" (PoO); while Sierra County has jurisdiction as Lead Agency under the Surface Mining & Reclamation Act of 1975 (SMARA) for approval of the Reclamation Plan and Financial Assurances.

In 1994 (according to state records; and again in 1998 according to USFS records) Lawrence and Janet Cummings, then-owners of the six (6) underlying mineral claims, gained approval by the USFS for a Plan of Operation to conduct surface mining and on-site processing (**Exhibit 14**). A corresponding SMARA Reclamation Plan and Financial Assurance Cost Estimate (FACE) were approved by Sierra County on May 11, 1995 (**Exhibit 5**). The approved Rec. Plan described the operation as: "…a proposal to rework the 1.7

acre site for mineral exploration. Heavy equipment will be used to remove earth down to the bedrock to excavate placer gravels and process them through a mounted wash plant. The water used will be recycled within existing settling ponds…." The approved end use, site conditions, and final reclamation included: "The reclamation will return the area to the preexisting natural condition"; slope stability and erosion control; "re-establishment of water channels"; "re-contouring…and stabilizing with native grass, shrubs and trees…using straw mulch and fertilizer"; and "preserving the existing settling ponds as wetland habitat with additional plantings of willow and alder…."

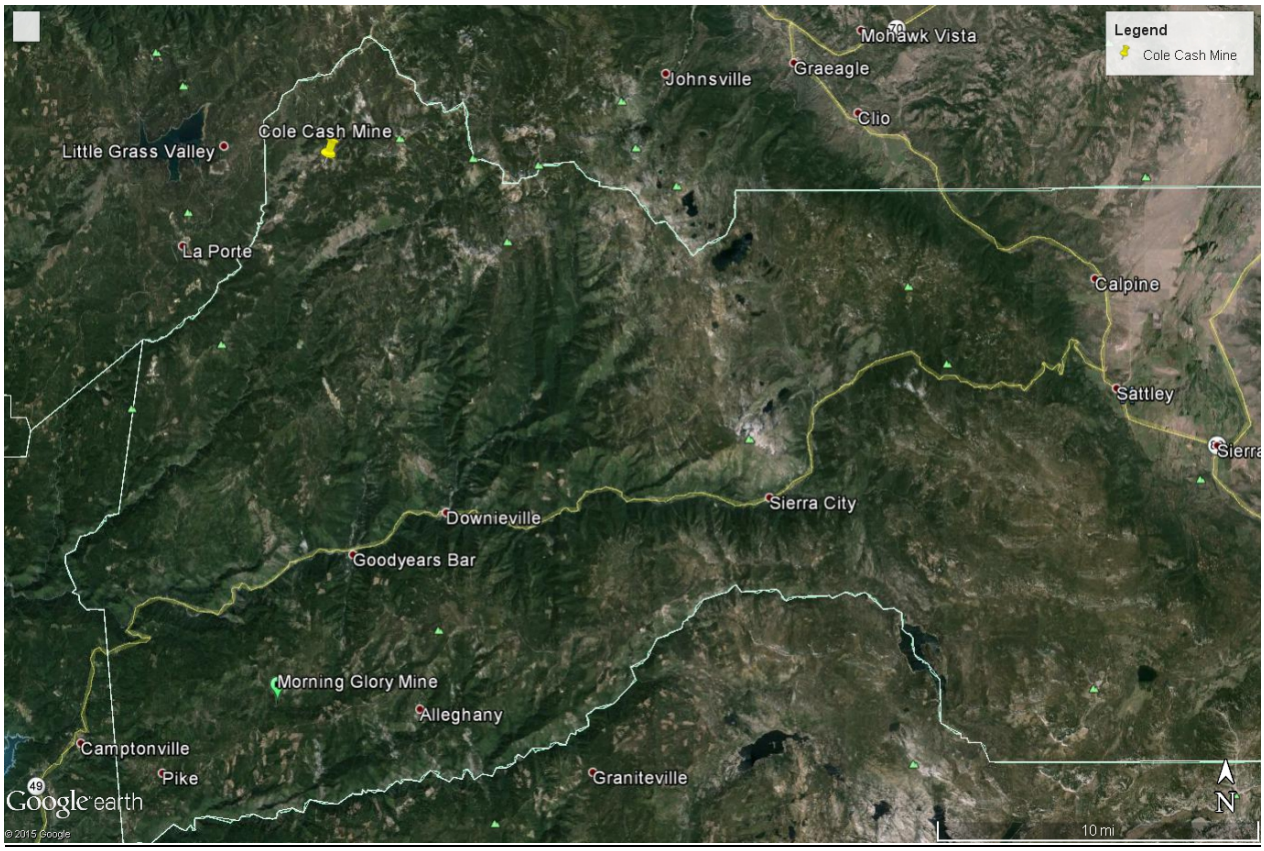

Figure 1. Cole Cash Mine location

Under SMARA, responsibilities of the Operator of record include each of the following:

- Maintain the operation in compliance with the approved Plan of Operations & Reclamation Plan
- Provide evidence of an adequate Financial Assurance mechanism (valid for at least the next 12 months's reporting cycle)
- Annually submit to the State Office of Mine Reclamation (OMR) and Sierra County an Annual Report of the previous year's mining activity (and payment of fees)
- Annually submit to Sierra County an updated Financial Assurance Cost Estimate; and, once approved, adjust the amount of the Financial Assurances as necessary
- Submit amendments to the approved Rec. Plan as necessary to reflect changing conditions
- Following receipt of annual Inspection Reports by Sierra County (or the USFS or OMR), abate any noted violations or deficiencies within 30 days

- If the operation becomes "idle," submit and maintain an approved Interim Management Plan
- Completely reclaim the site in accordance with the approved reclamation plan, until the Lead Agency (Sierra County, with State and USFS concurrence) certifies 'reclamation complete' and releases the financial assurance.

The Cole Cash Mine began its operation in 1995 (based on their Annual Report submission to the State Office of Mine Reclamation for 1995 operations, as "active"). Financial Assurance in the approved amount of $5,000.00 was not submitted until 1998. Annual Reports to the State continued to list the mine as 'active' until 2004, when for the first time it was declared by the Operator as 'idle.' *(Note: Under SMARA, 'Idle' means that the operator curtailed the mine's production by 90% of its maximum production rate within the last five years, but still maintains intent to resume.)* Placing a mine under 'idle' status requires the Operator to submit an Interim Management Plan (IMP) within 90 days (SMARA §2770(h)(1) and defined in Section 2727.1). If the mine is idle longer than one year and an IMP is not in place, the mine automatically defaults into an 'abandoned' status—a violation of SMARA which requires the Operator to commence and complete reclamation, and/or could result in the forfeiture of the mine's Financial Assurance (FAM) Mechanism (SMARA §2770(h)(6) and §2773.1(b)). An IMP was never received by Sierra County, and the mine has remained in 'idle' status—and therefore, by SMARA definitions, technically 'abandoned' at least since 2005.

In addition, numerous violations were noted during annual inspections beginning in 2001 that were not corrected. Activity at the mine was reported to have virtually ceased in 2002; and after four years' worth of extensions by the USFS, the Plan of Operation ("Permit" to operate) expired on November 15, 2006.

Figure 2. Cole Cash Mine Photographs (taken 10/5/2015)

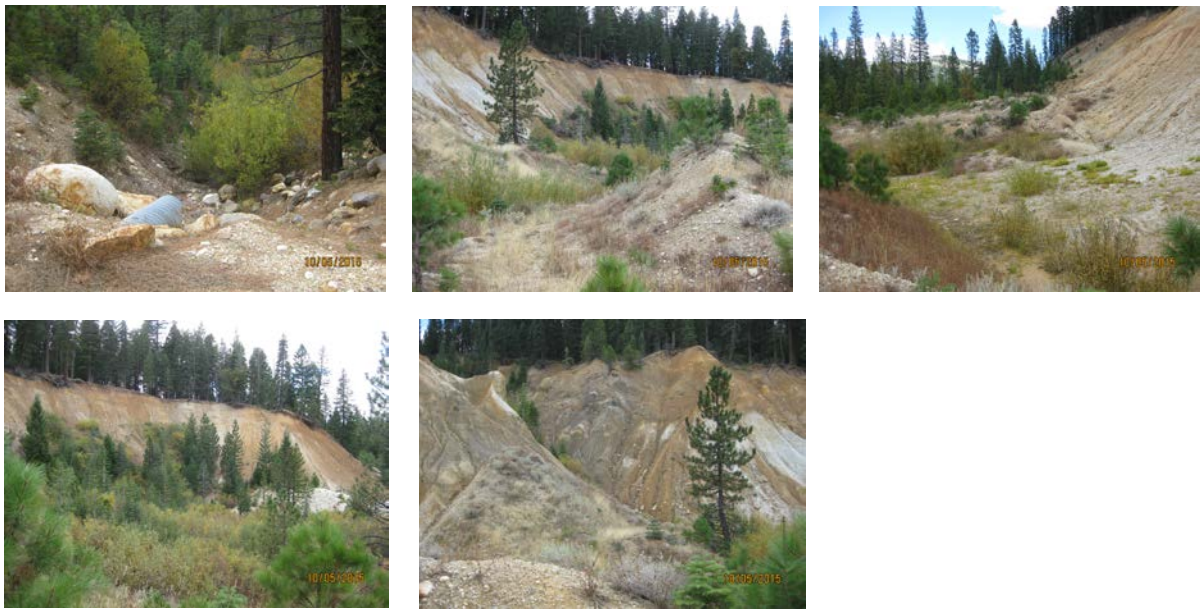

Figure 3. Cole Cash Mine Photographs (taken 10/5/2015)

Several years of confusion ensued when the County, State, and USFS were notified that the mine had been sold, and incomplete transfer of ownership forms were received. It was also later learned that the original mining claims were declared "abandoned/forfeited" by BLM on September 1, 2001; and that new mining claims were recorded for the site with BLM on September 1 and October 21, 2009, but not registered with the Sierra County Recorder until August 8, 2013—under the new name "Cold Cash #1 through #7," owned by James Morris. After careful deliberation with OMR and the USFS, it was stipulated that the original SMARA mining operation was not properly transferred; that the original Cole Cash Mine Plan of Operation had expired in 2006, and therefore could not have been transferred to Mr. Morris (or in any event he could not take responsibility for a PoO that had expired); and that the original Operator (Janet and Lawrence Cummings) remain legally responsible for the SMARA operation they abandoned.

(For a more detailed history of the mine's timeline of events please see the 2014 SMARA Mine Inspection Report by OMR [**Exhibit 2**, pp. 5-8].)

Because the Cummings did not follow the approved reclamation plan and created surface disturbances in excess of what was anticipated in the original Plan of Operations, the USFS, working in conjunction with Sierra County and OMR, has developed a new strategy for site stabilization, reclamation and mine closure (see OMR Report, **Exhibit 2**, Sections 5.0, 6.0 and 9.0; and USFS summary of the new plan for reclamation, **Exhibit 13**). The USFS has agreed to perform the site stabilization and reclamation work.

3. Statutory and Regulatory Authority and Requirements

SMARA Section 2773.1 (b) states:

"If the lead agency or the board, following a public hearing , determines that the operator is financially incapable of performing reclamation in accordance with its approved reclamation plan, or has abandoned its surface mining operation without commencing reclamation, either the lead agency or the director shall do all of the following;

1. Notify the Operator by personal service or certified mail that the lead agency intends to take appropriate action to forfeit the financial assurance and specify the reasons for doing so. *[Ref. **Exhibits 6** & **7**]*

2. Allow the operator 60 days to commence or cause the commencement of reclamation in accordance with its approved reclamation plan and require that reclamation be completed within the time limits specified in the approved reclamation plan or some other time period agreed upon by the lead agency or the operator. *[NOTE: The Operator has been notified of violations by both the County and State going back at least to 2001.]*

3. Proceed to take appropriate action to require forfeiture of the financial assurances if the operator does not substantially comply with paragraph (2).

4. Use the proceeds from the forfeited financial assurances to conduct and complete reclamation in accordance to the approved reclamation plan. In no event shall the financial assurance be used for any other purpose.

4. Findings

Cole Cash violations under SMARA pursuant to Section 2774, specifically 2770, (h) (1)(3)2773.1(a/3), 2773.1(c), CCR 3502 (g), 3503 and the County's Surface Mine and Reclamation Ordinance - Part 33 of the Sierra County Code.

Surface Mine and Reclamation Act:

Finding 1:

In 2001, 02, 03 Cole Cash was in violation of SMARA for expanding the mining operation substantially beyond what was indicated in the reclamation plan (exhibit 5). Expansion violations include trenching and water storage occurring in areas not identified in the Plan of Operations (POO) without approval from the lead agency (exhibit 11); Erosion and unstable slopes, and an insufficient Financial Assurance Mechanism (FAM).

Evidence:

PRC §2777. Amendments to an approved reclamation plan may be submitted detailing proposed changes from the original plan. Substantial deviations from the original plan shall not

be undertaken until such amendment has been filed with, and approved by, the lead agency. SMARA §3502.(g).

Finding 2:

In 2004 Cummings reported Cole Cash Mine as 'idle' for the Annual Report (AR) submitted to the Office of Mine and Reclamation (Exhibit 4). The operator did not submit an 'Interim Management Plan' (IMP) as required as required by SMARA (Luksic, exhibit 2).

Evidence:

SMARA §2770. (h)(1)(6) states: '….Within 90 days of a surface mining operation becoming idle, as defined in 2727.1, the operator shall submit to the lead agency for review and approval, an 'interim management plan'.

Finding 3:

Cummings reported Cole Cash as Idle annually through 2007 after which the operator ceased submittal of annual reports and fee's. As a result Cole Cash was removed from the AB-3098 list on June 14, 2007 (Luksic exhibit 2).

Evidence:

SMARA §2770 (h)(6) states '….Unless review of an interim management plan is pending before the lead agency, or an appeal is pending before a lead agency's governing body, a surface mining operation that remains idle for over one year as defined in section §2727.1 without obtaining approval from an interim management plan shall be considered abandoned and the operator shall commence and complete reclamation'.

Finding 4:

The last updated Financial Assurance Mechanism (FAM) was submitted to Sierra County in 1998 and has not been adjusted annually to compensate for inflation or changing conditions (exhibit 9) of the site.

Evidence:

SMARA §2773.1 (a)(3) states: **'…**The amount of the Financial Assurance required of a surface mining operation for any one year shall be adjusted annually (FACE) to account for any new lands accomplished in accordance with the approved reclamation plan'.

Finding 5:

Since the sale of Cole Cash's mineral rights to James Morris—Americo Ventures LLC— there has not been a new Financial Assurance Mechanism (FAM) (exhibit 9) submitted to the County, or formal documentation of 'transfer of ownership' or a completed 'statement of responsibility'.

Evidence

SMARA §2773.1 (c): **'**…..If a mining operation is sold or ownership is transferred to another person the existing Financial Assurance (FAM) shall remain in force and shall not be

released by the lead agency until a new (FAM) is secured from the new owner and have been approved by the lead agency in accordance with PRC Section §2770.

Finding 6:

Cole Cash failed to meet the minimum reclamation requirements listed under SMARA, and in its approved reclamation plan (see photos figure1, & exhibit 11). These requirements included land contouring, revegetation, site cleanup, erosion control, and disturbance of land outside indicated boundaries in the reclamation plan (exhibit 5).

Evidence:

SMARA CCR §3503.(a)(2)(d)(e) states: **"…**Soil and erosion control, grading and revegetation shall be designed to minimize erosion and to convey surface run off to natural drainage courses…" . Management of stock piles and overburden must be designed to minimize water and wind erosion.

SMARA CCR §3503 states: "…Should expansion of an operation into an area not covered by an approved reclamation plan be determined by the lead agency to a substantial deviation, an amended reclamation plan shall be prepared that ensures reclamation for the additional surface mining operation…"

5. Summary

In summary, County staff and the State Office of Mine Reclamation concur that the Cole Cash Mine is abandoned under SMARA and that the financial assurance held by the Sierra County Treasurer should be seized by the County, transferred to the USFS, and used to reclaim the site. Staff is requesting that the Planning Commission formally declare the operation abandoned; direct the forfeiture of the Cummings' financial assurance mechanism; and direct staff to collaborate with federal and state agencies to reclaim the site and close the SMARA mine.

6. Recommended Motion

Should the Planning Commission agree with staff's recommendation, the following motion is suggested:

"I move that the Planning Commission adopt a resolution declaring the Cole Cash Mining Operation 'abandoned' under SMARA and direct staff to seize the Financial Assurances to complete reclamation and close the mine."

7. EXHIBITS:

1. Staff Report
2. Office of Mine Reclamation Inspection Report (2014)
3. Most recent annual Inspection Report by Sierra County (2015)
4. Most recent Annual Report submitted by Janet Cummings (2006)
5. Approved Reclamation Plan
6. Notice Of Violation to mine operator Janet Cummings
7. Order To Comply notice to Janet Cummings
8. Notice to new claim owners of NOV and OTC
9. Financial Assurance Mechanism
10. Supporting Emails from USFS and OMR
11. Violation photos of grading and trenching from 2001
12. OMR 2013 Violation Notice
13. USFS proposal for reclamation of abandoned site (2016)
14. USFS-approved Plan of Operations (eff. 6/23/1998; exp. 11/15/2006)

Exhibit 2
OMR Inspection Report
(2014)

Exhibit 2

2014 SMARA MINE INSPECTION
COLE CASH MINE

CA Mine ID No. 91-46-0007
Sierra County, Plumas National Forest, California
SMARA lead agency- SIERRA COUNTY
Inspected May 28, 2014

Prepared for:
Office of Mine Reclamation
801 K Street, MS 09-06
Sacramento, California 95814

By:
Mike Luksic, PG 7310
Office of Mine Reclamation
801 K Street, MS 09-06
Sacramento, California 95814

DEPARTMENT OF CONSERVATION
OFFICE OF MINE RECLAMATION
801 K STREET • MS 09-06 • SACRAMENTO, CALIFORNIA 95814
PHONE 916 / 323-9198 • FAX 916 / 445-6066 • TDD 916 / 324-2555 • WEB SITE conservation.ca.gov

2014 SMARA MINE INSPECTION

COLE CASH MINE

CA Mine ID No. 91-46-0007

Sierra County, California

Inspected May 28, 2014

Prepared by:

Mike Luksic 9-2-14

Michael M. Luksic Date

CA P.G. No. 7310

Reviewed by: 09/02/14

Thomas Ferrero Date

CA CEG No. 1806

2014 SMARA Mine Inspection Report
Cole Cash Mine
CA Mine ID No. 91-46-0007
Sierra County, California

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Attachment B	Correspondence	26

September 9, 2014

Office of Mine Reclamation
801 K Street, MS 09-06
Sacramento, CA 95814

Subject: 2014 SMARA Mine Inspection
Cole Cash Mine
CA Mine ID No. 91-46-0007
Sierra County, California

Presented herein is the 2014 Surface Mining and Reclamation Act (SMARA) Mine Inspection Report for the Cole Cash Mine, CA Mine ID No. 91-46-0007, located within the Plumas National Forest, in Sierra County. The Sierra County Planning and Building Department is the SMARA lead agency for this mining operation. This inspection was performed in response to the abandonment of the mine pursuant to Public Resources Code 2770(H)(6). The mine was declared abandoned by the lead agency in the inspection reports for the years 2009 through 2011. The last mining operation annual report was for the 2006 reporting year, submitted by Janet Cummings who is also the last and only issuer of the financial assurances for this mine. The September 22, 2011 lead agency inspection report described the last inspection that was performed for this mine site. A 30-day notice was issued to the County of Sierra on April 8, 2014 by the Office of Mine Reclamation (OMR).

The County and the Department of Conservation seek to seize the financial assurances, pursuant to CCR §3805.5, 2773.1. The last financial assurance cost estimate for this mine was approved with the performance and security agreement signed by the former operators (Laurence and Janet Cummings), Sierra County Board of Supervisors (Donald McIntosh, and the United States Forest Service, Plumas National Forest (Bruce Bernhardt) in October of 1996.

The SMARA inspection was performed by OMR Engineering Geologist Mike Luksic, on May 28, 2014. I was accompanied during the inspection by Brandon Pangman: Sierra County Assistant Director and SMARA Inspector, Donna Duncan: Minerals Officer of the United States Forest Service (USFS) and agent for the property owner, Jim Johnson: USFS, Lawrence Janeway: botanist, USFS, Jamie Moore: Archaeologist, USFS, Alex Parker: Road Maintenance Engineer, USFS and Mary Muchowski: Biologist, USFS. Neither the operator of record (Lawrence and Janet Cummings) nor the current owners of the mining claims (James D. Morris) or any of their representatives were present during this inspection.

1.0 MINE DESCRIPTION

The Cole Cash mine is an approximately 12-acre area located at coordinates 39.7194° north latitude, 120.8972° west longitude within the Plumas National Forest near Howland Flat, also identified as APN 001-090-004-0. The site is approximately nine miles northeast of the town of

La Porte, on the south side of Port Wine Ridge Road, and approximately 15 miles south of the town of Quincy. A site vicinity map is presented as Figure 1. The mine is located in a forested area of the Plumas National Forest with several other mining claims.

Mining at the site is reported to have originally occurred in the 1850's. No mining has occurred on the property for over 14 years according to mining operation annual reports from 1995 to 2006 at OMR. Historically, the only mined product reported to have been produced is gold. The only structures remaining onsite are situated in the central portion of the site, including a metal foundation to a former gravel processing mill, a small wooden storage shed and a large steel locker box. Most of the processing equipment (trommel, grizzly, crane, dozer, excavator) formerly situated in the central portion of the site was removed between 2010 and 2014. An eroding, fifty foot tall slope, which was historically mined hydraulically are where the modern excavation areas have occurred and it encompasses about 3-acres of the approximately 12-acre property (Photo Nos. 4 and 5). There is also a 1.5-acre area that was used for settling ponds by the historical mining operation that are also acting as a settling basin for sediments eroding from the historical hydraulically mined slopes. The ponds were to remain as per the 1995 approved reclamation plan. There are also 2-acres that were utilized by the modern mining operation for equipment storage and material processing and storage.

This mining operation has been identified by OMR and the Sierra County lead agency as being abandoned for many years (2007) for lack of providing annual reports to OMR, lack of producing mined material, lack of obtaining an Interim Management Plan (IMP) and failure to complete reclamation per the approved reclamation plan. The Plan of Operations and the permit to operate are considered expired as of November 15, 2006.

There is a new mining claim owner, Mr. James Morris, originally thought to be Americo Ventures, LLC., but the failure of the new owner to comply with the SMARA requirements for this mine, such as providing a new annual financial assurance cost estimate, financial assurance mechanism approved by the lead agency, and a new statement of responsibility signed by the owner, as well as the failure to report annually, has caused this mine to remain abandoned pursuant to SMARA. The current federal mining claims are being maintained by Mr. James Morris; Cold Cash#1-CAMC295417, Cold Cash#2-CAMC295418, Cold Cash#3-CAMC295552, Cold Cash#4- CAMC295553, Cold Cash#5- CAMC295554, Cold Cash#6- CAMC295555 and Cole Cash#7- CAMC295556. The existing financial assurances should be seized and used to reclaim this mine to protect the existing resources.

2.0 BACKGROUND

The chronology of pertinent events and actions are as follows:

1850s Gold is discovered in the vicinity and the mining camp becomes the community of Pine Grove, CA.

1860s An area currently known as the Cole Cash mine is being mined partially by hydraulic methods.

1979 Mining claims are staked and registered with the BLM for the subject site known as Debi-D CAMC37826; Cole Cash CAMC37825; Suki CAMC37824; Barbara L CAMC37823; Pocket Gopher CAMC37822.

1980 The price of gold exceeded $600 per ounce.

1994 Janet and Lawrence Cummings have a Reclamation and Erosion Control Plan put together and approved by the USFS for their mining claim the Cole Cash mine.

1995 USFS approved negative declaration/initial study #1000 for the Cole Cash mine which contained an original financial assurance cost estimate of $5,000.

1995 Initial report and $500 fee submitted on September 22, 1995 by Lawrence Cummings to OMR to get a CA mine ID number 91-46-0007 assigned and as a SMARA mine.

1996 The 1995 Mining Operations Annual Report and fee is received on June 7, 1996 at OMR from Lawrence Cummings, as active. On September 24, 1996, OMR wrote Janet Cummings that they overpaid and a $150 refund will be sent under separate cover, however, no acceptable financial assurance mechanism has been submitted to OMR.

1997 The 1996 Mining Operations Annual Report and fee is received on August 20, 1997 at OMR from Lawrence Cummings, as active.

1998 The 1997 Mining Operations Annual Report and partial fee is received on October 21, 1998 at OMR from Lawrence Cummings, as active. OMR sent 12/15/98 letter to operator requiring $107.87 late fee and interest. It was eventually paid by operator (Cummings) on January 4, 1999.

1998 A cashier's check for $5,000 is submitted by the Cole Cash Mine operator, Janet Cummings to the Sierra County Planning Department as a performance and security agreement trust account, which covers the financial assurance cost estimate approved in 1995.

1999 The 1998 Mining Operations Annual Report and fee is received on July 1, 1999 at OMR from Lawrence Cummings, as active.

2000 The 1999 Mining Operations Annual Report and fee is received on May 12, 2000 at OMR from Lawrence Cummings, as active.

2001 The 2000 Mining Operations Annual Report and fee is received on July 5, 2001 at OMR from Lawrence Cummings, as active.

2001 The BLM designates the mining claims at the Cole Cash property (CAMC37825, 37826, 37824, 37823, 37822 and 37877) as "abandoned/forfeited" on September 1, 2001 due to no 2002 maintenance waiver.

2002 The 2001 Mining Operations Annual Report and fee is received on July 1, 2002 at OMR from Janet Cummings, as active.

2003 The 2002 Mining Operations Annual Report and fee is received on June 25, 2003 at OMR from Janet Cummings, as active.

2004 The 2003 Mining Operations Annual Report and fee is received on July 1, 2004 at OMR from Janet Cummings, as Idle.

2005 The 2004 Mining Operations Annual Report and fee is received on June 29, 2005 at OMR from Janet Cummings, as Idle.

2006 The 2005 Mining Operations Annual Report and fee is received on June 16, 2006 at OMR from Janet Cummings, as Idle.

2007 OMR sends a 30-day warning of removal from the ab-3098 list to the operator (Cummings) for failing to submit an annual FACE per PRC 2773.1(a). The mine is removed from the ab-3098 list on June 14, 2007.

2007 The 2006 Mining Operations Annual Report and fee is received on June 18, 2007 at OMR from Janet Cummings, as Idle.

2008 On Nov. 20, 2008, OMR sends a letter to Cole Cash (Cummings was the operator) warning of removal from the ab-3098 list, late fees and interest for failure to provide the 2007 Mining Operations Annual Report and fee.

2009 The September 30, 2009 inspection report by Sierra County indicates site abandoned but "operator Cole Cash or possibly Americo Ventures, Joseph Balser, Technical Director". New mining claims are recorded for the site on September 1 and October 21, 2009 with the BLM and renamed "Cold Cash #1 through #7", owned by James Morris. However, the new mining claims are not registered with the Sierra County Recorder until August 8, 2013.

2010 On Feb. 8, OMR sends a letter to Cole Cash (operator) warning of removal from the ab-3098 list, late fees and interest for failure to provide the 2008 Mining Operations Annual Report and fee.

2010 On Oct. 13, OMR sends a letter to Americo Ventures, LLC. (operator) warning of removal from the ab-3098 list, late fees and interest for failure to provide the 2009 Mining Operations Annual Report and fee.

2012 Sierra County and OMR receive a letter from Joseph D. Balser stating the Cole Cash mine is now owned by Mr. James D. Morris, though it is not signed by Mr. Morris. It also states that Joseph Balser is to be the main contact for this mine, and they intend to re-submit a new reclamation plan under SMARA for this mine site.

2013 On July 5, 2013, Joseph Balser signed and provided a copy of the Statement of Responsibility form as the operator's agent for the Cole Cash Mine, CA Mine ID # 91-46-0007, but it was not accepted, due to the mine being abandoned by the previous operator, without reclamation being completed and failure to provide annual reports,

financial assurance cost estimates, and a new financial assurance mechanism in the new owner's name.

2013 The reporting unit at OMR on December 20, 2013, sent the Cole Cash mine claim owner (Jim Morris) and designated agent (Joseph Balser) a Notice and Order of Administrative Penalty, (Case # 91-460007-12-AP) for failure to submit a Mine Operation Annual Report for 2012 and Fees to the DOC.

2013 The Cole Cash mine, 91-46-0007 was listed as being abandoned on a letter from OMR on December 20, 2013, sent to the Sierra County SMARA lead agency about Senate bill 108 and the list of mines in Sierra County's jurisdiction which at that time appeared to be either abandoned, closed with no intent to resume, Idle or unknown due to non-reporting.

2014 SMGB receives a letter from Joseph D. Balser stating that he is the designated agent for the owner of the Cole Cash Mine, Mr. James Morris, and they have received the Notice and Order of Administrative Penalty and they would like to petition the SMGB for a review of the Notice and Order. A draft Scoping Study by Vestra Resources, Inc. attempting to identify the details for establishing compliance with State and Federal requirements for mining is also submitted. Copies of a mine operation annual report for 2012 are also submitted at this time, though not accepted by OMR.

2014 OMR receives a letter from James Morris on April 21, 2014, introducing his company, Cold Cash Resources, LLC. (CCR) and names Dr. J.V. Guy-Bray as the designated agent for CCR.

2014 OMR submits a Notice of Rescission of the Notice and Order of Administrative Penalty dated December 19, 2013, for the Cole Cash mine, CA ID #91-46-0007 to James D. Morris, the new owner of the Cole Cash mine, because OMR cannot recognize the new owner as the operator of the Cole Cash mine. OMR has not received proper documents from the new owner of the Cole Cash mine, which should include a statement from the owner, signed by the owner, and including; (1) the date you assumed ownership of mining operations at the Cole Cash mine; (2) the identity of your designated agent under PRC 2772(c)(1); (3) a statement of responsibility pursuant to PRC 2772 (c)(10); an annual report with appropriate fees-confirming your identity as operator, identity of your designated agent, and finally, a legally acceptable financial assurance mechanism posted by the new owner and approved by Sierra County.

2014 OMR issues a 30-day notice on April 8, 2014, to the Sierra County lead agency for non-compliance with SMARA at the abandoned Cole Cash mine, 46-0007.

2014 May 28, 2014, OMR, Sierra County and USFS representatives meet onsite at the abandoned Cole Cash mine, to perform an inspection and determine what reclamation remains to be performed.

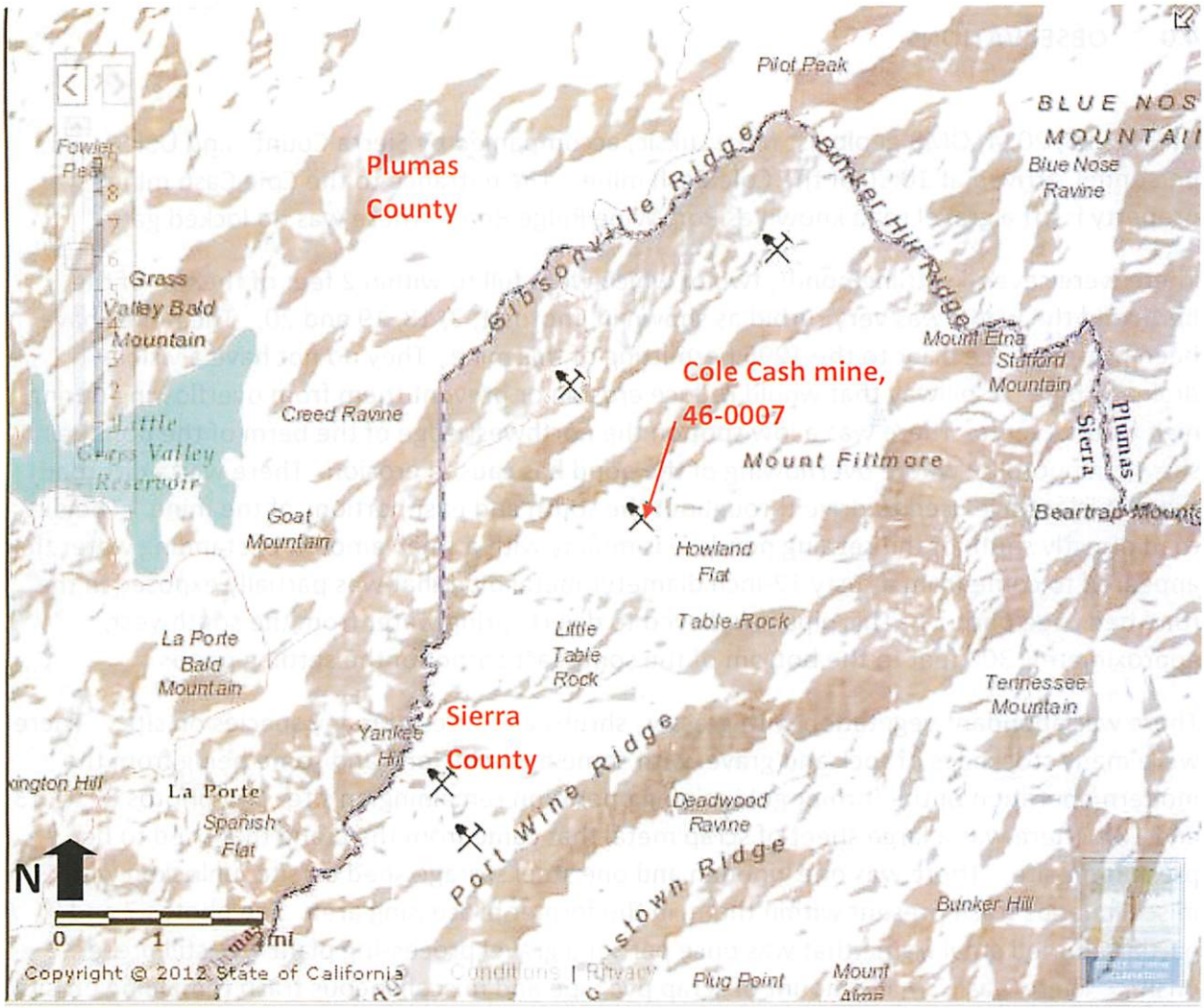


Figure 1. Site Vicinity map, Cole Cash Mine, CA Mine ID No. 91-46-0007, Plumas National Forest, Howland Flat, Sierra County, CA.

3.0 RECLAMATION OBJECTIVE

The Cole Cash Mine's reclamation objective is stated in the Reclamation Plan (page 1) as "watershed protection and wildlife habitat improvement." The objectives also include working toward establishing the original stream channel prior to the 1850s area of hydraulic mining and enhance and maintain the wetland environment. Also, the existing settling ponds should be left as is and not altered during or after operations. Recontouring should create gentle sloping terrain with stable slopes less than 3:1 (H: V) adequate for establishment of native vegetation for watershed improvement and wildlife habitat.

4.0 OBSERVATIONS

On May 28, 2014, OMR geologist Mike Luksic, accompanied by Sierra County and USFS personnel, arrived at 10:30 at the Cole Cash mine. The entrance to the Cole Cash mine property is off a gravel road known as Port Wine Ridge Road. There was no locked gate.

There were several settling ponds, two of which were full to within 2 feet of the top of the berm and the water was very turbid as shown in photos 1, 2, 18, 19 and 20. The ponds have been present since prior to the 1995 permitting of this mine. They do not have a visible drainage pipe or spillway that would reduce erosion or prevent them from overflowing during high water events. There was a low spot on the northwest edge of the berm of the ponds as shown in photo 19 where overflowing of the pond has caused erosion. There was a dirt road that vehicles have used to drive throughout the south and east portions of the mine. The dirt road directly south of the settling ponds was muddy with a small amount of standing water that appeared to come from a rusty 12-inch diameter metal pipe that was partially exposed in the road bed. See photo 4. This pipe is believed to divert spring water from the southwest, approximately 300 feet to the bottom of the southeast corner of the settling ponds.

There was abundant vegetation with grasses, shrubs and trees of many species on site. There were many stockpiles of rock and gravel with some being historic and some being from the modern operation of the former gold mining operation remaining on site. See photos 8, 11, 13, and 16. There was a large sheet of scrap metal that came from the crane that used to be present on-site. There was one wooden and one steel storage shed on site, unlocked with miscellaneous trash present within them, in the former processing area. See photos 7 and 9. A partially buried steel frame that was once part of a gravel processing plant was still present onsite. There was a small amount of scrap pvc pipe and miscellaneous trash remaining on-site. See photos 9 & 10. There was also a gravel access road and parking area leading from the site entrance toward the south central portion of the mine site.

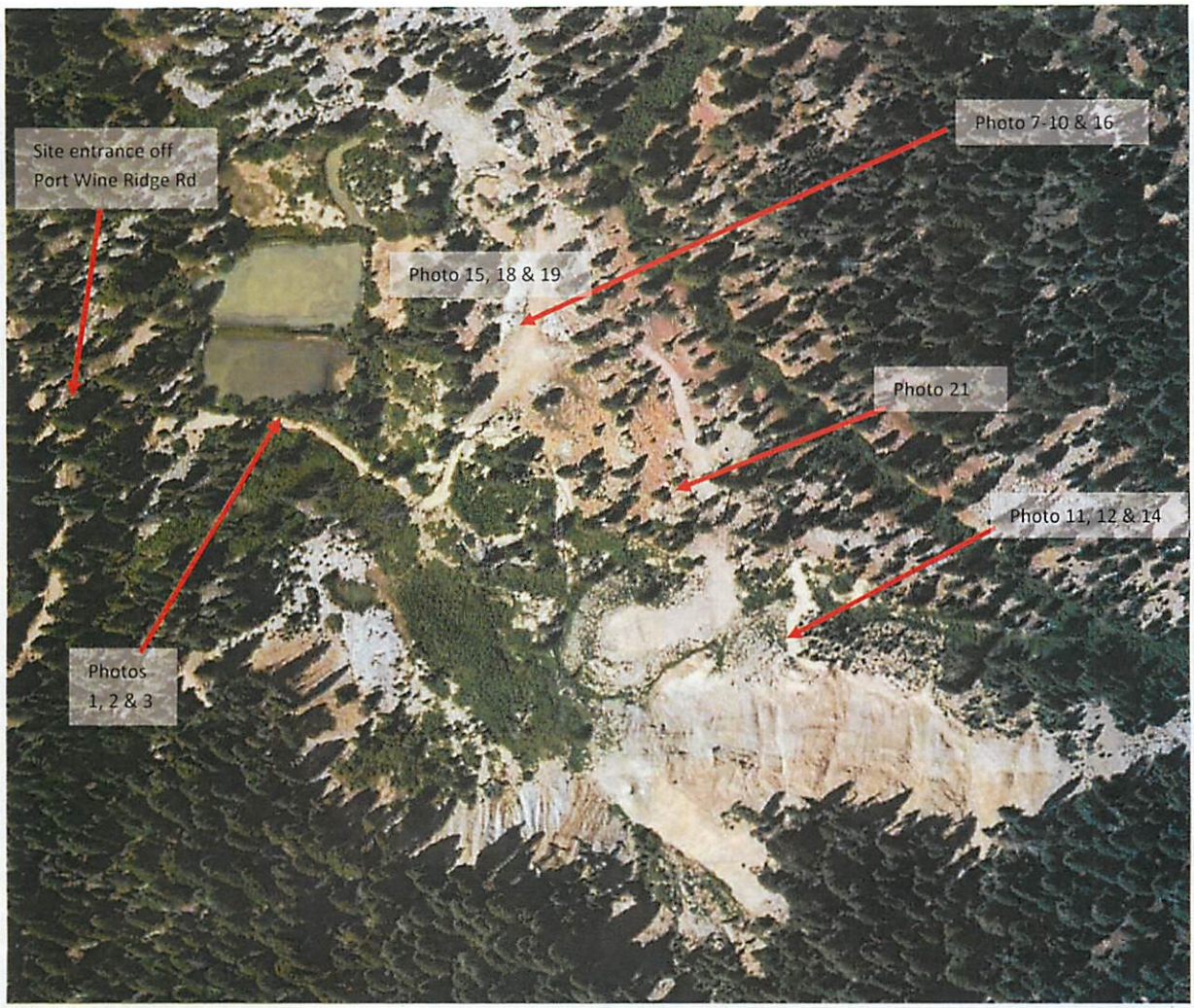


Figure 2. Site aerial photo with key photo locations of the Cole Cash Mine, ID # 91-46-0007.

Figure 3. Site aerial photo with 1.64 acres shaded representing the barren surfaces of the Cole Cash mine that need mulch and seeds applied for reclamation.

5.0 RECLAIMED AREA

The reclaimed areas at the mine are the ponds and their perimeter vegetation. The ponds are filled with water, utilized as habitat for ducks, and are listed in the reclamation plan as features to remain.

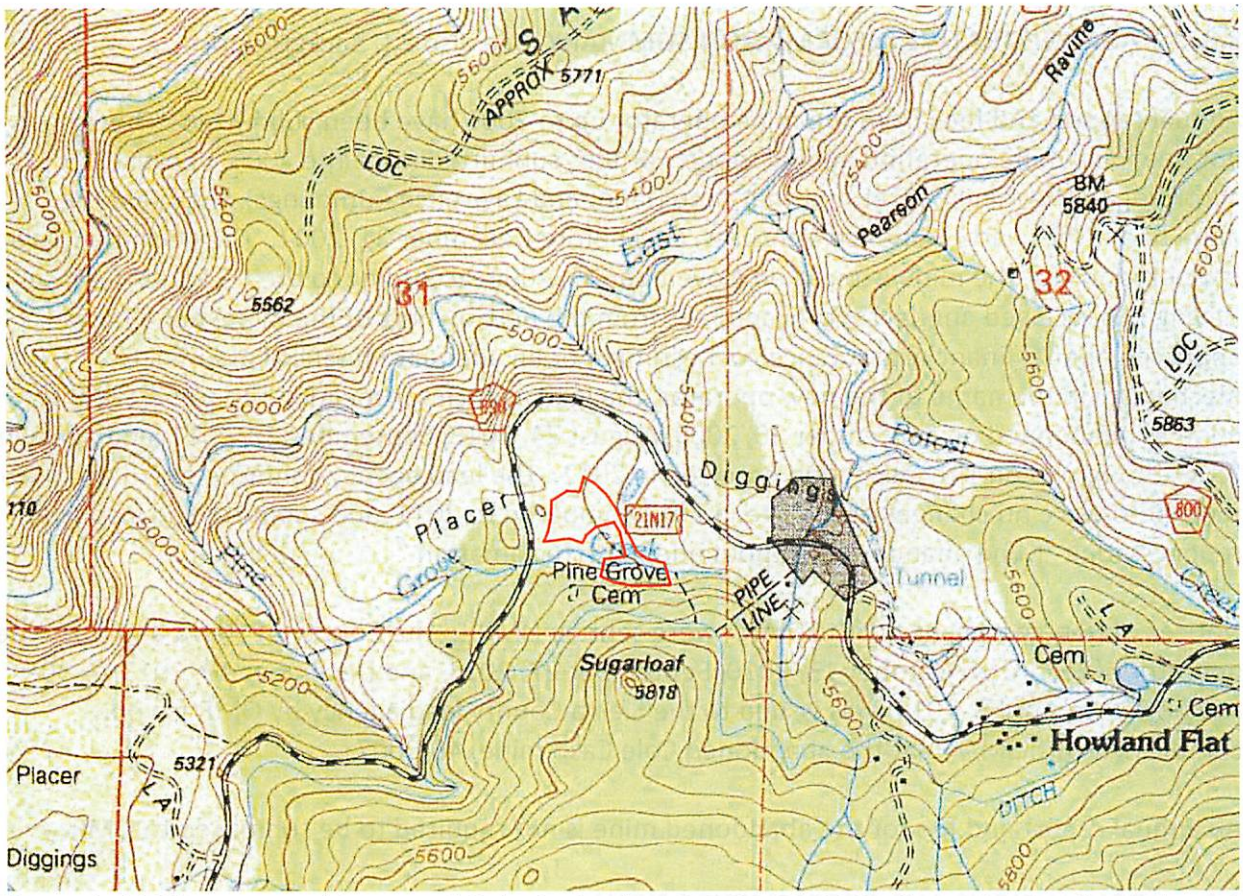


Figure 4. USGS topographic map of Cole Cash mine, ID# 91-46-0007, from the Howland Flat, CA quadrangle, 1994.

6.0 DISTURBED AREA

Currently, the site is only partially reclaimed per the approved reclamation plan with many disturbed areas remaining. The Cole Cash mine appears as an abandoned placer mine with old equipment storage sheds, unlabeled stockpiles of mined material, a water diversion pipeline and culverts and settling ponds, and unstable hydraulically mined slopes. According to the US Forest Service, the Pine Grove cemetery is located above the west side of the hydraulically mined slopes. The slopes appear to have eroded back uphill and the 1860s grave markers can no longer be found. They have not been found since 1972 when Ms. Helen Gould documented them. The current operator of record, Lawrence and Janet Cummings, did not begin mining until approximately 1994.

7.0 FINANCIAL ASSURANCE

Currently, OMR has record of an interest bearing cash account held by the County of Sierra for the Cole Cash mine's former operators as the financial assurance mechanism for this mine site. It totals $5,064.05, at the time of this report.

8.0 ADMINISTRATIVE INFORMATION SUMMARY (See also 2.0 Background)

Annual reports and fees from the mine operator up to 2006 have been submitted. There have not been any mine operation annual reports or fees submitted since the 2006, because according to the mine operator at that time (Janet and Lawrence Cummings), they sold the mine to another party (Americo Ventures, LLC) before December 31, 2007. The permit and plan of operations for the mine expired on November 15, 2006, according to the US Forest Service. Having not received annual reports and fees from the new owners of the mine, nor a new approved annual financial assurance cost estimate or an adequate financial assurance mechanism in the name of the new operator, the lead agencies inspection reports listed the mine as abandoned on September 30, 2009, August 24, 2010, September 22, 2011, and again in 2012, though no on-site inspection occurred in 2012. The lead agency confirmed with the USFS that there were no changes at the site in 2012 compared to 2011, and submitted an inspection report stating "Mine abandoned without adequate reclamation."

Notices of non-compliance with SMARA were sent by OMR to the County of Sierra and the mine operator of record on October 13, 2010, September 27, 2013, and December 19, 2013. A 30-day notice on April 8, 2014, was issued to the Sierra County lead agency by OMR for non-compliance with SMARA at the abandoned Cole Cash mine, 46-0007.

An annual report and fee for the abandoned mine is not required to be submitted to OMR.

9.0 CONCLUSIONS AND RECOMMENDATIONS

The Cole Cash mine, CA ID# 91-46-0007 is abandoned pursuant to PRC § 2770(H)(6). It also has not been adequately reclaimed pursuant to the reclamation plan. The financial assurance being held as a security deposit by the Sierra County Treasurer for this mine totals approximately $5065, and is held in an interest-bearing account. A 30-day notice was submitted by OMR to Mr. Tim Beals, Director of the Planning and Building Department of Sierra County, the SMARA lead agency for this area that called for applying the financial assurance to remediate the site.

The financial assurances can be used to fund some or all of the following suggested remediation needs at the Cole Cash mine:

1. All modern stockpiles need to be reduced to have stable 3:1 slopes and vegetated.

2. Excess modern stockpiled material can also be used to block the dirt access road directly south of the pond and with additional large rocks, to block road access by vehicles for instance, at the point where the road meets the southwest corner of the settling ponds. Rocks for use as barricades are available onsite. See photos 3, 4, 13 and 16.

3. Removing the old wooden shed and contents as well as the green metal shed and contents. All scrap materials and trash need to be hauled off site for disposal in a legal manner.

4. The culvert buried within the Pine Grove Creek on the south side of the site should be removed and the area immediately adjacent and upstream of the former culvert will need to be reduced to a 3:1 slope or less, and "Best Management Practices" such as straw waddles and certified weed free straw used to reduce erosion and promote natural revegetation.

5. Excess modern stockpiled material can be used to stabilize other features such as the settling pond berm on the northwest side where erosion from previous overflowing was observed.

6. There are approximately one and a half acres of unvegetated roads and work areas that should be reclaimed by being ripped with the addition of mulch, certified weed free straw and allowed to re-vegetate naturally. (See figure 3)

7. The USFS has expressed an interest in being onsite while the remediation activities occur. This is important to assure avoidance of the wetland at the southwest side of the mine, below the historically mined slopes.

10.0 REFERENCES

Mining Operation Annual Reports (MMRC-2) for the years 1995-2006, Cole Cash mine, CA Mine ID # 91-46-0007;

Surface Mining Inspection Reports (MMRC-1) for the years 1998, 1999, 2001, 2002, 2003, 2009, 2010 and 2011;

Affidavit of Assessment work (California) for mining claims Cold Cash #1- CAMC# 0295417, Cold Cash #2- CAMC# 0295417, Cold Cash #3- CAMC# 0295552, Cold Cash #4- CAMC# 0295553, Cold Cash #5- CAMC# 0295554, Cold Cash #6- CAMC# 0295555, Cold Cash #7- CAMC# 0295556, owned by James Morris, dated August 8, 2013.

The Sierra Nevada Mines Database WWW.Web-Centric.net/Mines, CA Gold Rush History

Information about the Pine Grove Cemetery was obtained by a search on the internet at Google. Plumas County Cagenweb Project, Http://www.cagenweb.com/plumas/PineCem.htm

USGS Geographical Names Information System (GNIS), HTTP://geonames.usgs.gov/apex/f?p=gnispq:3:0::NO::P3_FID:264758

ATTACHMENT A. Annotated Site Photographs.

Photo 1. Looking northeast at the settling ponds within the Cole Cash mine property.

Photo 2. Looking north at west edge of settling ponds from within the Cole Cash mine property.

Photo 3. Looking east at muddy road within the Cole Cash mine. The area is saturated with water.

Photo 4. Looking southeast at a drainage diversion pipe within the Cole Cash mine property leading from the ponds to the southwest. Unknown age and condition of this pipe.

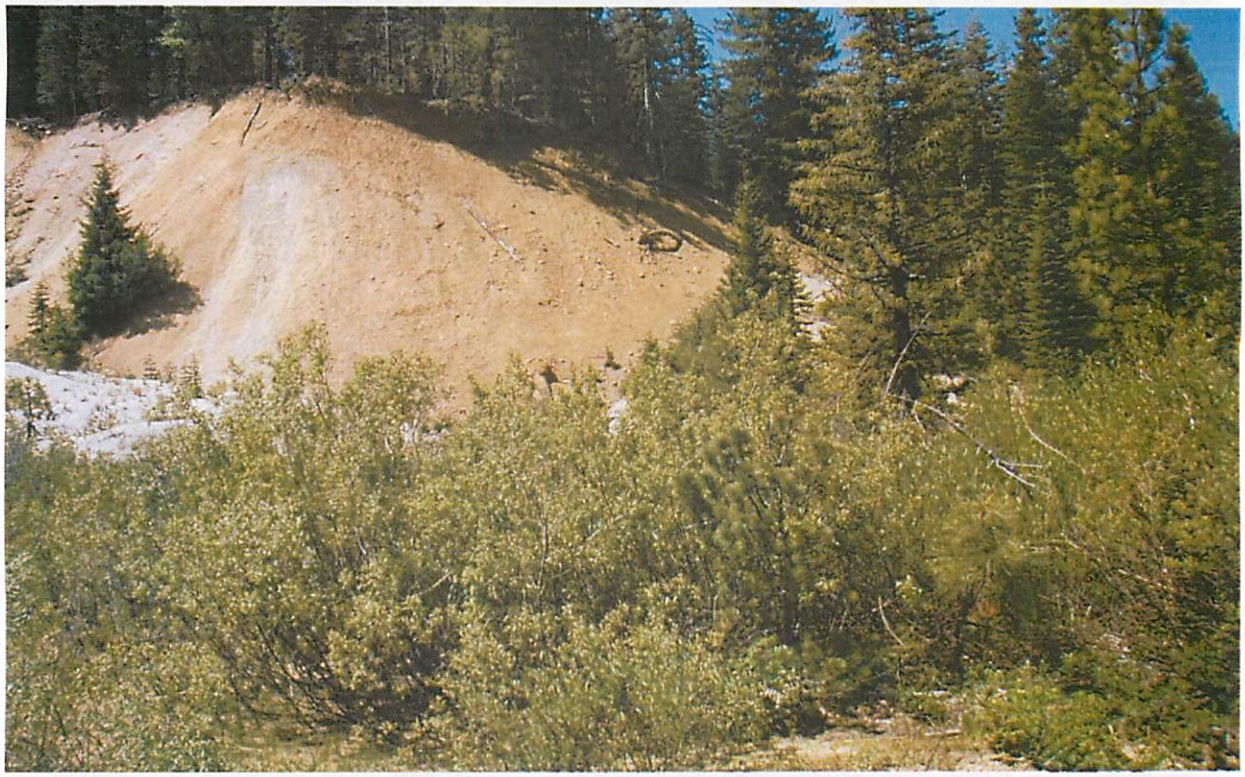


Figure 5. Looking south at slopes on site below a 1860s cemetery. Slopes historically mined hydraulically. No headstones, markers, relics or evidence of a cemetery were seen from below.

Photo 6 –Looking southeast at eroded slopes historically mined hydraulically within the Cole Cash mine property.

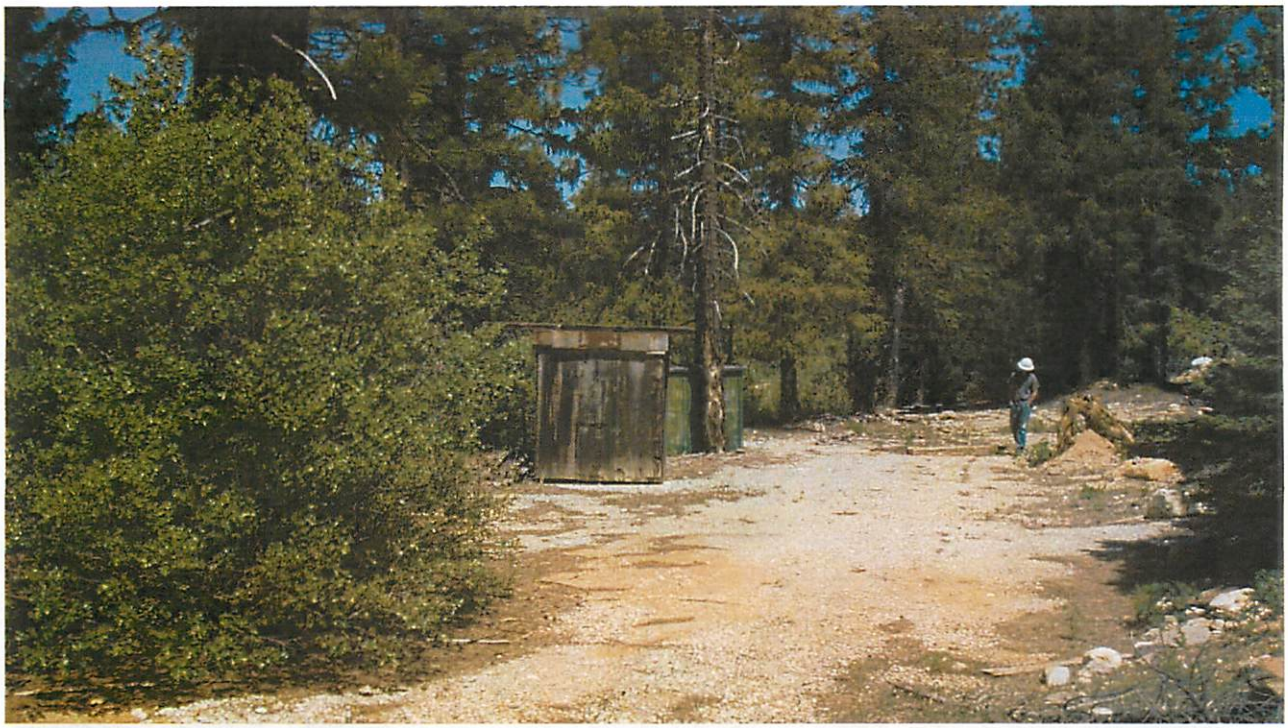


Photo 7. On site photograph looking north at abandoned storage lockers within the abandoned Cole Cash mine property. The items need to be removed from the USFS's mine property.

Photo 8. Looking southeast at former processing area with tailings piles and successful re-vegetation on the abandoned mine property.

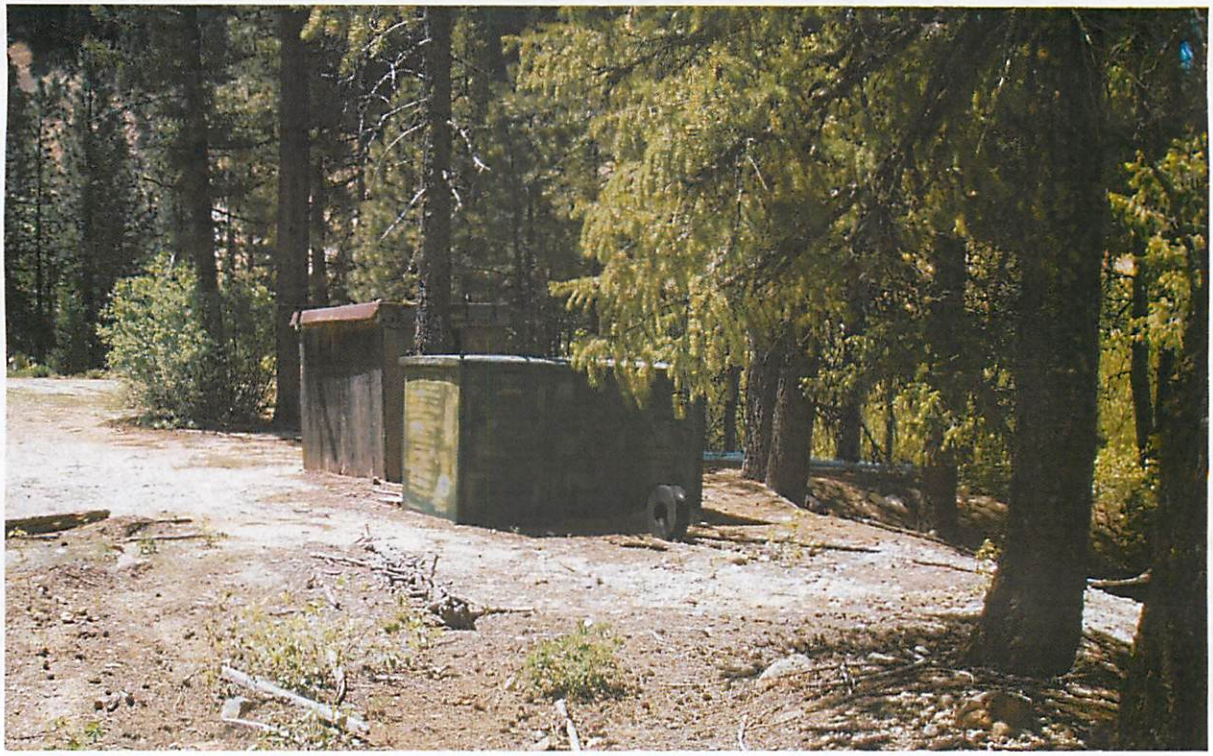


Photo 9. On site photograph looking south at abandoned boxes and a pump impeller (to be removed) within the east end of the abandoned Cole Cash mine.

Photo 10. Looking down at recently abandoned garbage at the Cole Cash mine property. The oil cans, partially filled with waste water and all trash should be properly disposed of off-site.

Photo 11. Looking north at sediment deposition from the southeast mined slopes on the Cole Cash mine property. This leads downhill to a buried diversion culvert.

Photo 12. Looking south at deposition from eroded mined slopes accumulating in a channel above a buried diversion culvert.

Photo 13. Looking south at the partially reclaimed processing area. Tailings in the background are recent and need to be leveled and vegetated.

Photo 14. Looking west at the base of the southern eroded slopes with the historic cemetery on top of the slopes in the background at the Cole Cash mine.

Photo 15. Looking north at the interior roadway within the recently mined area which is to be ripped in a manner that does not induce erosion, blocked with rocks and vegetated.

Photo 16. Looking west at the recent tailings at the Cole Cash mine, to be leveled and vegetated per the existing reclamation plan. Pine trees on the stockpile can first be transplanted or preserved onsite.

Photo 17. Looking west at a partially vegetated level below the eroding slopes to the south (left).

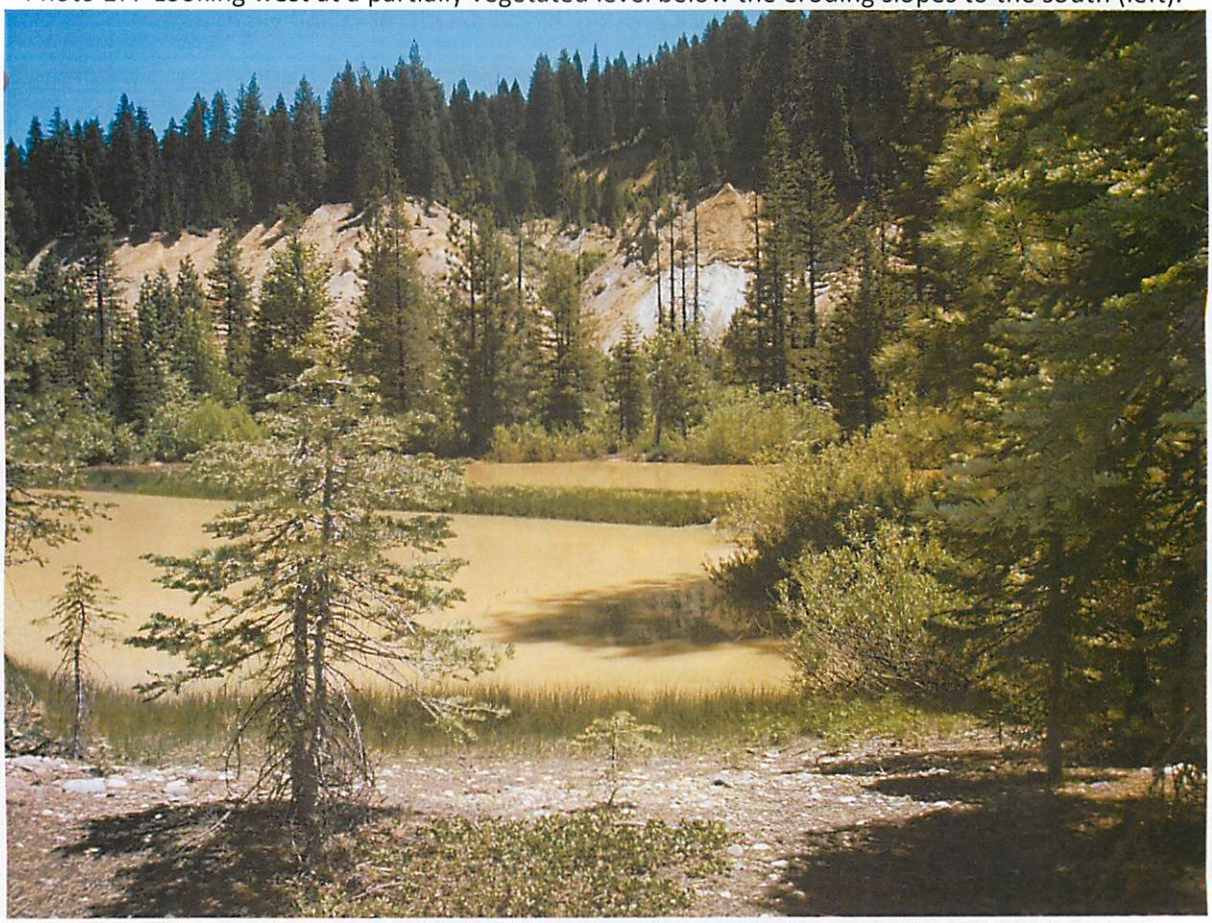


Photo 18. Looking southeast across the turbid sediment ponds at the vegetation within the mined area and the historical hydraulically mined and eroded slopes.

Photo 19. On site photograph looking down and southwest at the same northern most berm which exhibits erosion from the sediment pond overflowing in the recent past. A drainage pipe and spillway should be added and the berm reinforced.

Photo 20. Looking northeast at south west corner of the sediment ponds with abundant vegetation.

Photo 21. Looking down at the bent and inoperable diversion valve within the Cole Cash mine site. The valve is possibly part of an underground pipeline that diverted water to hydraulic monitor cannons.

Attachment B- Correspondence

Exhibit 3
Most Recent (2015)
Sierra County Annual Inspection Report

IR Report Year 2015

State of California
DEPARTMENT OF CONSERVATION
OFFICE OF MINE RECLAMATION

SURFACE MINING INSPECTION REPORT

(See reverse side of each form page for completion instructions)

I. Mine Name (As Shown on Approved Reclamation Plan)	Inspection Date:	CA MINE ID# 91-

II. Mine Operator		Telephone ( )
Onsite Contact Person		Telephone ( )
Mailing Address		
City	State	ZIP Code
E-mail Address (optional)		

III. Designated Agent		Telephone ( )
Mailing Address		
City	State	ZIP Code
E-mail Address (optional)		

IV. SMARA Lead Agency Name (City, County, BCDC, or SMGB)		
Inspector		Telephone ( )
Title	Organization	
Mailing Address		
City	State	ZIP Code
E-mail Address (optional)		

V. Does the operation have:	P	NR	No	Yes	
A Permit to Mine				Permit # - Start and Expiration Dates	
Vested Right to Mine		X		Year of Lead Agency determination	
A Reclamation Plan		X		RP#	Date Approved
Reclamation Plan Amendment		X		RP Amendment # (as applies)	Date Approved or Status of Amendment
Has the Operator filed a Mining Operation Annual Report (Form MRRC-2) this Year? Check One:				☐Yes	☐No Year of Most Recent Filed Annual Report:

VI. Is this Operation on Federal Land? Check One: If "Yes," Provide One or Both of the Federal Mine Land Identification Numbers Below:	☐Yes ☐No
California Mining Claim Number (CAMC#):	Latitude/Longitude at Mine Entrance (Decimal Degrees):
U.S. Forest Service or BLM Identification Number (Plan of Operations #) :	Status of Plan of Operations (Current/Expired/In Process):

DISTRIBUTION: Lead Agency sends copies of Inspection notice & completed MRRC-1 to operator, operator's designated agent, BLM or USFS (if required) & retains original.

SURFACE MINING INSPECTION REPORT

VII. Financial Assurance		Inspection Date:	CA MINE ID#: 91-	
Type of Financial Assurance Mechanism(s)	Financial Assurance Mechanism Number(s)	Amount of Mechanism	Date of Expiration	Date of Lead Agency Approval of Mechanism
	Total Amount of Mechanism(s)			

☐ Financial Assurance Mechanism Pending Review by Lead Agency? If yes, provide date submitted/explanation and amount of pending mechanism:

Has there been a change of operator since last inspection? If yes provide the date of notice.	If yes, has the new operator posted a Financial Assurance Mechanism?	Does new operator's Notice of Change include a statement of responsibility for reclamation?
☐Yes ☐No Date of Change:	☐Yes ☐No If not, describe status of new operators Financial Assurance Mechanism:	☐Yes ☐No

Date and Amount of Most Recent Approved Financial Assurance Cost Estimate:	Date: Amount:
☐ Financial Assurance Cost Estimate Pending Review with Lead Agency?	Date Submitted/Explanation/Amount of pending estimate:
☐ Financial Assurance Cost Estimate Appealed by Operator?	Date Submitted to State Mining and Geology Board or Lead Agency for Appeal/Explanation:
☐ Other?	

DISTRIBUTION: Lead Agency sends copies of Inspection notice & completed MRRC-1 to operator, operator's designated agent, BLM or USFS (if required) & retains original.

SURFACE MINING INSPECTION REPORT

VIII. Non-SMARA facility operations conditions solely of local concern (e.g. hours of operation) do not need to be noted here. See Instructions for Block VIII on reverse side of page. **[Use separate sheet(s) where necessary. Refer to item numbers below]**		CA MINE ID # **91-**	
Potential Reclamation Plan Requirements:	List Reclamation Plan Requirements (Recommended to be filled out prior to field inspection)	Note Site Conditions and Compliance Issues (Note additional comments on Page 5 as necessary)	VN?
1) General Information			☐
a) Permitted Mineral Product(s)			
b) Approved Production Amount (Annual/Gross)			
c) End Date of Operations Per RP			
d) Permit end date			
e) End Use			
2) Boundaries			☐
a) Property Boundary			
b) Permit Boundary			
c) Rec. Plan Boundary (RPB)			
d) Setbacks			
3) Slopes – Grading			☐
a) Fill Slopes – Note Condition of:			
i) Slopes – Working (max/current)			
ii) Slopes – Reclaimed			
iii) Compaction			
b) Cut Slopes – Note Condition of:			
i) Slopes – Working (max./current)			
ii) Slopes – Reclaimed			
4) Erosion Control			☐
a) BMPs			
b) Grading			
c) Vegetation			
5) Ponds			☐
a) Design – Function			
b) Capacity (area/depth/volume)			
c) Maintenance			
6) Stream & Wetland Protection			☐
a) Buffers (distance to channel)			
b) Berms (distance/length/height)			
c) Best Management Practices			
d) Drainage			
e) Grading & Slopes			
f) Stockpiles			
g) Stream Diversions			
7) Sensitive Wildlife & Plant Protection			☐
a) List Species			
b) Protection Measures			

SURFACE MINING INSPECTION REPORT

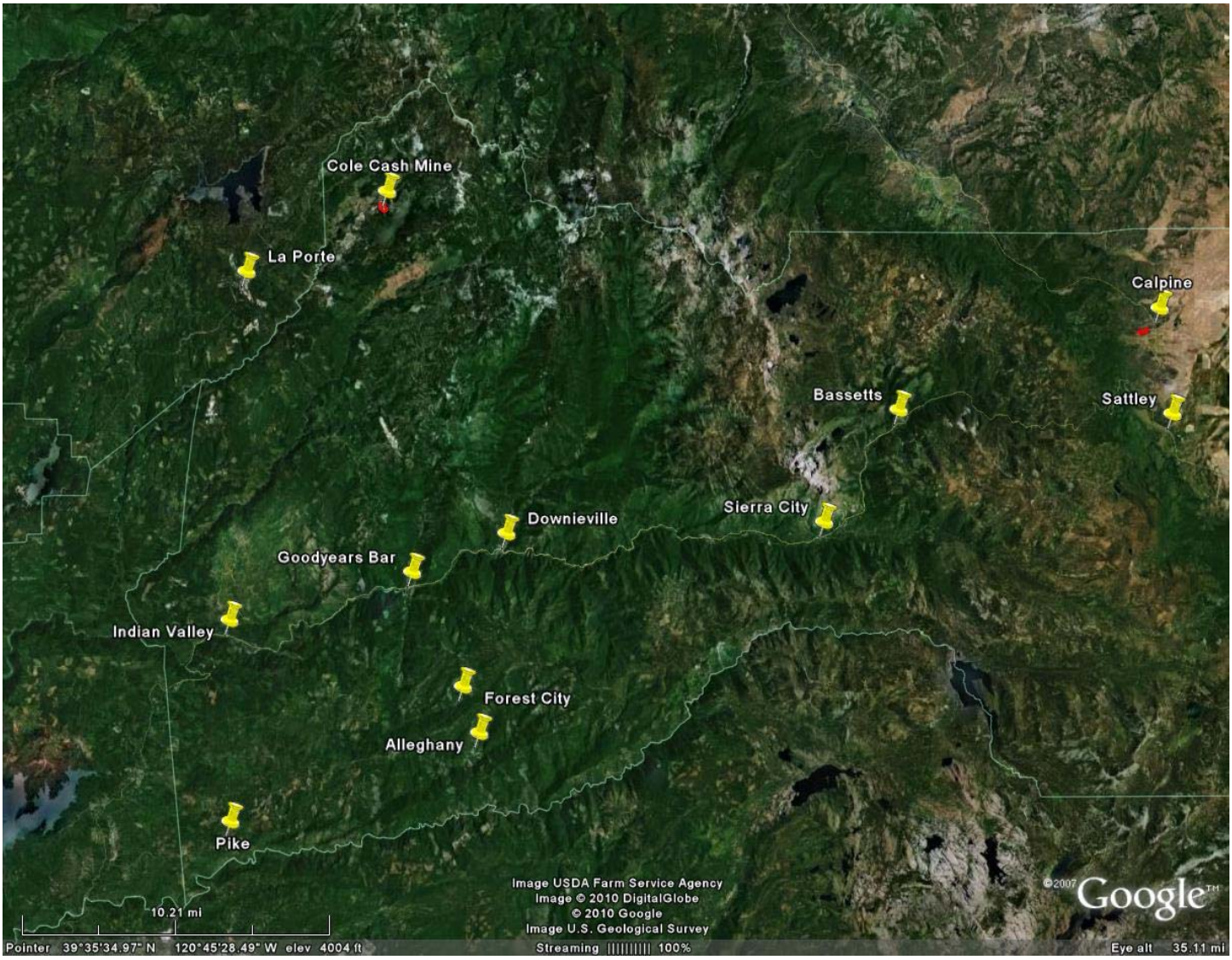
VIII. Non-SMARA facility operations conditions solely of local concern (e.g. hours of operation) do not need to be noted here. See Instructions for Block VIII on reverse side of page. **[Use separate sheet(s) where necessary. Refer to item numbers below]**		CA MINE ID # **91-**	
Potential Reclamation Plan Requirements:	List Reclamation Plan Requirements (Recommended to be filled out prior to field inspection)	Note Site Conditions and Compliance Issues (Note additional comments on Page 5 as necessary)	VN?
8) Soil/Overburden Stockpile Management			☐
a) Topsoil			
i) Location			
ii) Slope Stability			
iii) BMPs			
b) Overburden			
i) Location			
ii) Slope Stability			
iii) BMPs			
c) Topsoil Application			
i) Amendments			
ii) Depth			
iii) Moisture			
iv) Application Methods			
9) Revegetation			☐
a) Test Plots			
b) Species Mix			
c) Density			
d) Percent Cover			
e) Species Richness			
f) Protection			
g) Success Monitoring			
h) Invasive Species Control			
10) Structures			☐
11) Equipment			☐
12) Closure of Adits			☐
13) Other Reclamation Plan Requirements			☐

SURFACE MINING INSPECTION REPORT

IX. List comments/description/sketches to support observations of mine site conditions, including violations. Where any violations are noted, list in numerical order, along with suggested corresponding corrective actions. Also describe preventative measures recommended by the inspector to avoid or remedy potential violations. Indicate if you have attached photos, sketches, and/or notice(s) of violation(s) or other documents to this form. **(Add additional sheets as necessary)**	CA MINE ID # **91-**
	Inspection Date:
	Weather Code(s):
	Duration of Inspection: Start Time: End Time:
	Status of Mine Code(s):
	Status of Reclamation Code(s): Approximate Acreage Under Reclamation: Approximate Acreage the lead agency has determined reclaimed in accordance with the approved reclamation plan:
	Approximate Total Disturbed Acreage: Approximate Pre-SMARA Disturbed Acreage:
	Disturbed Acreage Identified in Most Recent Financial Assurance Cost Estimate:
	Previous Inspection Date (and Number of Violations then Noted): Violations Corrected? (explain in block to left)
	Inspection Attendees and Affiliations:

X. Number of Current Violations:	Inspectors Signature:	If inspector is a contractor for the lead agency give license type and number:
	Date Signed:	

DISTRIBUTION: Lead Agency sends copies of Inspection notice & completed MRRC-1 to operator, operator's designated agent, BLM or USFS (if required) & retains original.


Cole Cash Mine
La Porte
Calpine
Bassetts
Sattley
Sierra City
Downieville
Goodyears Bar
Indian Valley
Forest City
Alleghany
Pike
10.21 mi
Image USDA Farm Service Agency
Image © 2010 DigitalGlobe
© 2010 Google
Image U.S. Geological Survey
©2007 Google™
Pointer 39°35'34.97" N 120°45'28.49" W elev 4004 ft
Streaming |||||||||| 100%
Eye alt 35.11 mi

Area of apparent surface disturbance (5.0 ac. +/-)
Approx. Boundary of Operation (per Rec. Plan & POO)
Cole Cash Mine
Port Wine Ridge Rd
Cole Cash Mine
904 ft
Image © 2010 DigitalGlobe
© 2010 Google
Data SIO, NOAA, U.S. Navy, NGA, GEBCO
©2007 Google™
Pointer 39°43'08.31" N 120°53'51.20" W elev 5425 ft
Streaming 100%
Eye alt 8242 ft

10/05/2015

10/05/2015

10/05/2015

10/05/2015

10/05/2015

10/05/2015

10/05/2015

10/05/2015

10/05/2015

Shrubs and ot[illegible] erbaceous material will be p[illegible] d at a spacing and density that will maintain a minimum of 40 percent cover.

6. Where mining operations result in soil compaction, ripping shall be used to improve root growth and planting.

7. Soil and plant analysis shall be required to determine the need for essential elements for plant growth. As a minimum, mulch will be applied at 2,000 lbs/ac, and fertilizer at 400 lbs/ac using 16-20-0 amonium phosphate.

8. Success of revegetation shall be judged based upon the effectiveness of the vegetation for the approved end use, and by comparing the revegetation measures with similar areas for cover, density, and species richness.

9. Erosion and sedimentation shall be controlled during all phases of construction, reclamation, and closure of surface mining operations. Specific measures will be used as shown on the reclamation site map and BMP specification sheets shown as part of this reclamation plan.

10. Surface runoff and drainage from surface mining activities shall be controlled by berms, silt fences, sediment catchment ponds, or other erosion control measures as shown on the reclamation site map and BMP specification sheets shown as part of this reclamation plan.

RECLAMATION COST THAT WILL BE THE BASIS FOR BONDING

As a guarantee of faithful performance of the provisions of the Plan of Operations and Reclamation Plan, a performance bond will be required in accordance with 36 CFR 228.13

1.	Land leveling 1.7 ac with a D-7 cat 24 hours @ $85 /hr.	$2,040.00
2.	Seed, Fertilizer, and mulch $750/ac x 1 ac	$ 750.00
3.	Planting trees and shrubs $1,600/ac	$1,600.00
4.	Clean-up equipment and trash	$ 610.00
	Total	$5,000.00

Cole Cash FACE
(original 1995, as approved)

Exhibit 4

Most Recent Annual Report (AR)

By Janet Cummings (2006, for 2005 operating year)

Exhibit 4

State of California
DEPARTMENT OF CONSERVATION
2006 MINING OPERATION ANNUAL REPORT
MRRC-2 Page 1

CA MINE ID # 91- 91-46-0007

MINE NAME Cole Cash

1. Company Operating: Cole Cash	Site Contact Person: Janet Cummings	Telephone: (530) 675-2301
Street Address/P.O. Box No.: 17253 New York House RD	City: Brownsville	State/ZIP Code/County: Calif 95919 Sierra
2. Designated Agent's Name (individual must reside in CA)	Mailing Address	
City	ZIP Code	Telephone: ( )

ITEMS BELOW WHICH ARE PRECEDED BY A BOX LABELED N.C. MAY BE CHECKED – IF THERE ARE NO CHANGES IN THE INFORMATION FROM THE LAST REPORTING YEAR. (NOTE: IF THIS IS THE FIRST TIME YOU HAVE FILED A REPORT, ALL SECTIONS MUST BE COMPLETED.)

3. Owner of Mining Operation: ~~N.C.~~ NC		Telephone: ( )
Mailing Address (this address will be used to send next year's report form)		
City	State/ZIP Code	Country (If other than U.S.A.)

Was this operation purchased by you during reporting year?
☐ Yes. If yes, date of purchase _____ ☐ No.

Was this operation sold by you during reporting year?
☐ Yes. If yes, date of sale _____ ☐ No.

4. Landowner: NC		Assessor's Parcel #
Mailing Address		Telephone: ( )
City/State/ZIP Code		Country (If other than U.S.A.)

5. Status of Mining Activities DURING THE REPORTING YEAR **CHECK 1 ONLY**

☐ Newly Permitted-Not yet in operation. Date Permitted _____

☐ Active.

☑ Idle (as defined in Public Resources Code Section 2727.1). Complete the following:

Date operation became idle 6-1-02

☐ Copy of Approved Interim Management Plan attached.

☐ Interim Management Plan pending with Lead Agency. **ATTACH PROOF OF SUBMITTAL**

☐ Closed with no intent to resume. Date mining ceased _____

☐ Closed—reclamation certified complete by Lead Agency. Date mining ceased _____

RECEIVED JUN 18 2007 SIERRA COUNTY PLANNING & BUILDING DEPARTMENTS

6. Status of Reclamation Activities DURING THE REPORTING YEAR **CHECK 1 ONLY**

☑ Reclamation not started.

☐ Reclamation in progress (attach updated reclamation plan map indicating progress).

☐ Reclamation certified complete by Lead Agency. **ATTACH CERTIFICATION**

Reclamation certified complete on _____ (Date).

Financial Assurances released on _____ (Date).

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State of California
DEPARTMENT OF CONSERVATION
2006 MINING OPERATION ANNUAL REPORT
MRRC-2 Page 2

CA MINEID# 91- _____

7. ☐ Yes ☑ No Inspection completed by Lead Agency during the reporting year.

If yes, attach a copy of the Surface Mining Inspection Report (MRRC-1). If inspection report is not attached, please explain on Page 4.

☑ N.C. 8A. SMARA Lead Agency (city OR county ONLY) _____

☑ N.C. 8B. Reclamation Plan Status **CHECK ONE**

☐ No Plan

☐ Approved on _____ (date). Attach copy with amendments, conditions, and **PROOF** of approval.

_____ Number of acres subject to Reclamation Plan

☐ Pending. Submitted to Lead Agency on _____(date). **ATTACH PROOF OF SUBMITTAL**

☐ On Appeal. Submitted to SMGB on _____(date). **ATTACH PROOF OF SUBMITTAL**

9. ☑ Yes: Financial Assurances approved by Lead Agency. **ATTACH COPY AND PROOF OF APPROVAL**
Complete below for approved Financial Assurances:

Amount	Type	Date Posted	Date of Annual Review by Lead Agency	Expiration Date or Renewal Date (if applicable)
SAME				

☐ No: Financial Assurances NOT approved by Lead Agency.

☐ Financial Assurances pending with Lead Agency. Submitted on _____ (date) **ATTACH PROOF OF SUBMITTAL**

IF APPLICABLE, INFORMATION REQUIRED IN ITEMS 10 THROUGH 13 MUST BE PROVIDED FOR EACH SEPARATE PLOT

☑ N.C. 10. ATTACH NAMED U.S. GEOLOGICAL SURVEY MAP — 7.5' OR 15' QUAD — SHOWING BOUNDARIES OF MINING OPERATION

Latitude	Longitude	Section—Township—Range—Base Meridian	Quad Name	County

☑ N.C. 11. **Type** Code(s) of Mining Operation _____ **SEE EXHIBIT A FOR TYPE CODES**

12. DISTURBED ACREAGE **COMPLETE ENTIRE SECTION**

1. _____ Approximate disturbed acreage at **beginning** of 2006. (This figure should match the figure from item 12, line 5 on your 2005 annual report. If it does not match, please explain on Page 4.)
2. 0 Approximate acreage disturbed **during** 2006.
3. _____ **(ADD LINE 1 TO LINE 2)**
4. _____ Approximate disturbed acreage **reclaimed** during 2006.
5. _____ **(SUBTRACT LINE 4 FROM LINE 3)** Approximate disturbed acreage **remaining** at end of 2006.

☑ N.C. 13. **CHECK ALL THAT APPLY**

☐ Acres Permitted: _____ & Permit # _____

☐ Acres Vested (Acres disturbed prior to January 1, 1976) : _____

☐ Acres on Federal Lands: _____ & Permit/ID # _____

☑ N.C. 14. $_____ Current total assessed value of mining operation as established by County Assessor's Office.

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EPARTMENT OF CONSERVATION
06 MINING OPERATION ANNUAL REPORT
RRC-2 Page 3

CA MINEID# 91- _____

. COMMODITIES AND PRODUCTION

SEE EXHIBIT B FOR COMMODITIES AND UNITS OF MEASURE

PRODUCTION INFORMATION IS PROPRIETARY AND WILL BE KEPT CONFIDENTIAL PURSUANT TO PUBLIC RESOURCE CODE SECTION 2207(g)

List All Commodities (from Exhibit B)	Category Number (from Exhibit B)	Check here if No Production for a Commodity	TOTAL PRODUCTION Amount of Production	CHECK ONE Tons	Troy Ounces	Pounds
PRIMARY COMMODITY PRODUCED BY OPERATION: GOLD	2	✓	0		✓	
ALL OTHER COMMODITIES PRODUCED BY OPERATION (include any production of gold and silver);						

FEES SCHEDULE

ING BOTH YOUR CATEGORY NUMBER **AND** TOTAL PRODUCTION FROM 15(A) ABOVE, REFER TO EXHIBIT C TO FIND YOUR RRESPONDING PRODUCTION RANGE. ENTER YOUR CORRESPONDING PRODUCTION CODE IN 16(A) AND FEE IN 16(B) BELOW.

A. PRODUCTION CODE... FROM EXHIBIT C ..... J

B. REPORTING FEE..... FROM EXHIBIT C ..... $ 1,320

LD AND SILVER FEE:

GOLD OR SILVER PRODUCTION IS REPORTED IN SECTION 15(A) OR 15(B), CONTINUE ON TO COMPLETE 16(C) AND (D)

C. GOLD FEE (0 Ounce(s) of gold) X ($5.00 per ounce) = $ —

D. SILVER FEE (0 Ounce(s) of silver) X ($0.10 per ounce) = $ —

TAL FEES DUE: SUM OF 16(B), (C) AND (D) $ 1320.00 (ATTACH ONE CHECK FOR TOTAL)

SUBMITTED BY:

me (Please print) JANET CUMMINGS

iling Address 17153 NEW YORK HOUSE RD

y/State/ZIP Code BROWNSVILLE CALIF 95919 Telephone Number (530) 675-2301

ertify that the information submitted herein is complete and accurate (failure to submit complete and accurate requisite information may result an administrative penalty as provided for in Public Resources Code Section 2774.1).

GNATURE OF SUBMITTER Janet Cummings DATE 6-14-07

TLE OF SUBMITTER OWNER

ease mail annual report, reporting fee, gold and silver fee and ALL required attachments to:

DEPARTMENT OF CONSERVATION
Office of Mine Reclamation
801 K Street, MS 09-06
Sacramento, CA 95814-3529

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ate of California
EPARTMENT OF CONSERVATION
006 MINING OPERATION ANNUAL REPORT
RRC-2 Page 4

CA MINEID# 91- _____

No activity except for assessment work for the year 2006.

Scott Cummings

6-14-07

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Exhibit 5

Approved Reclamation Plan

Exhibit 5

SIERRA COUNTY

Department of Planning and Building Inspection
P.O. Box 530
Downieville, California 95936
916-289-3251
Fax 916-289-3620

Tim H. Beals
Director

May 26, 1995

Lawrence and Janet Cummings
17153 New York House Rd.
Brownsville, CA 95919

Dear Mr. and Mrs. Cummings:

On May 11, 1995, the Sierra County Planning Commission approved the Negative Declaration for the Cole Cash Mine Reclamation Plan and the Staff Recommendation for the Negative Declaration for your mining operation located in Plumas National Forest, APN 001-090-004-0. The Staff Recommendation was amended with a change in reclamation monitoring. Enclosed is a copy of the Staff Recommendations with the amendments by the Commission.

As per our phone conversation, the California Fish and Game Department charges a $1250.00 fee plus a $25.00 adminsitrative filing fee for any project that has impacts on wildlife and fisheries in the project site. We tried to waive the fee for your project but unfortunately we were not able to do so. If you have further questions about this fee, you can call Fish and Game office in Rancho Cordova. Their number is (916) 355-0978. Although the fee is paid to the Fish and Game Department, please make the check out to Sierra County.

There is a 15 day appeals window after the decision of the Planning Commission. Concurrent with this time period, you may begin fulfilling the two conditions of: 1) posting the remaining $3000 of financial assurance and 2) signing the Plan of Operations before beginning receiving your permit. This can be done through the U.S. Forest Service. Conditions must be met before issuance of a permit.

If you have any questions, I can be reached at (916) 289-3251.

Sincerely,

Tim Wong

Tim Wong
Planner

TW: 5\40
enclosures

To: Sierra County Planning Commission

Fr: Sierra County Planning Department

Re: Staff Recommendation - General

File Number: 1000
Staff Rec. No.: 664
Date Mailed: May 5, 1995
Date of Hearing: May 11, 1995

FINAL

PROJECT: Cole Cash Reclamation Plan - Negative Declaration

APPLICANT: Lawrence and Janet Cummins

LANDOWNER: USFS

ENGINEER/SURVEYOR: N/A

LOCATION/CONFIGURATION: APN 001-090-004-0 located in Howland Flat, SE 1/4 section 31, T. 22 N., R. 10 E., MDB&M, Management Area No. 16 (Beartrap), in the Plumas National Forest and and Resource Management Plan.

GENERAL PLAN: General Forest

ZONING CLASSIFICATION: General Forest (GF)

FINDINGS: (Attached - Exhibit A)

X Application is consistent with the intent and purposes of the County General Plan, County Zoning Ordinance, and County Specific Plans.

____ Other (Specify): _____

STAFF RECOMMENDATIONS:

____ Approval - No conditions.

X Approval: Conditions attached (Exhibit A).

____ Denial.

____ Continuance.

Staff Report Attached

Prepared by: Tim Wong

Date: May 5, 1995

Staff Recommendation No. 664 File #1000
Project: Cole Cash Reclamation Plan - Negative Declaration
EXHIBIT A

PROJECT DESCRIPTION

The applicant has requested the approval of a Reclamation Plan for his proposed exploratory mining project at a hydraulic mine site which is located on public lands. The Negative Declaration is included as Exhibit B as Negative Declaration No. 1000, which was prepared for this project.

PROJECT LOCATION

The project site, APN 001-090-004-0, is located in Howland Flat, SE 1/4 section 31, T.22 N, R. 10 E., MDB&M, Management Area #16 (Beartrap), in the Plumas National Forest Land and Resource Management Plan.

PROJECT FEATURES

The area is currently devoid of any substantial topsoil or vegetation. Slate Creek runs through the site. Because of the lack of ground cover, there is a high rate of runoff during the rainy season and much sediment gets sent into Slate Creek.

The applicant proposes to rework the 1.7 acre site for mineral exploration. Heavy equipment will be used to remove earth down to the bedrock to excavate placer gravels and process them through a mounted wash plant. The water used will be recycled within existing settling ponds.

The excavated earth will be used to fill the pit and be contoured to conform with the existing topography. Seeding and revegetation will use native flora to stabilize the earth. Surface runoff will be channeled to existing and created waterways diverted to the settling ponds.

The site is accessed by County Road No. 690.

Please Note: The focus of the Negative Declaration and the Staff Recommendation focuses solely on the reclamation portion of the applicant's proposal.

PROJECT CONSTRAINTS

Sierra County Surface Mining and Reclamation Ordinance/California Surface Mining and Reclamation Act of 1975 - A Reclamation Plan is required by State law as well as by County Ordinance when a mining project seeking minerals of commercial value disturbs 1000 or more cubic yards of material in any one location, when disturbance covers one acre or more, or where extensive excavation, devegetation, or other significant environmental impacts would normally occur.

The unpatented claim has been mined intermittently for the past 100 years, predating the California Environmental Quality Act (CEQA) and the Surface Mining and Reclamation Act (SMARA). However, the 1987 Granite Rock Supreme Court decision has reinforced the Department of Mines and Geology's policy based on SMARA code 2770, which requires a reclamation plan for all mining operations in California including federal lands. In addition, AB 3551 (1989) states that federal agencies cannot be the lead agency to mining operations conducted on public lands in California and local agencies are responsible for the overseeing of reclamation. Thus, the court decision, in conjunction with AB 3551, has made Sierra County the lead agency for this project.

FINDINGS

1. An Initial Study and Negative Declaration No. 1000 have been prepared for the Reclamation Plan and shall be incorporated by reference.

2. Reclamation of the project site will be conducted according to the Reclamation and Erosion Control Plan Cole Cash Mining Exploration. It will be monitored by the Planning Department staff as mandated by the SMARA requirements.

3. The Cole Cash Reclamation Plan is consistent with the Sierra County zoning designation of General Forest (GF) on the property. Final reclamation will return the property to a natural vegetative state.

4. The Cole Cash Reclamation Plan is consistent with the Sierra County General Plan's General Forest designation. The reclamation will return the area to the preexisting natural setting.

STAFF RECOMMENDATION

Based on the above findings, staff recommend that the Planning Commission take the following actions:

A. Adopt the findings.

B. Approve the Reclamation Plan subject to the following conditions:

1. Any and all reclamation shall be conducted in accordance with the U.S. Forest Service Reclamation Plan approved by the Sierra

County Planning Commission for this project.

2. The operator/landowner shall comply with all mitigation measures as outlined in Initial Study 1000, prepared for this project and incorporated by reference.

3. There shall be no substantial change in operation.

4. A financial assurance in the amount of $5,000 shall be provided by the owner/landowner in order to ensure satisfactory compliance with the mitigation measures and reclamation as specified within the Negative Declaration/Initial Study #1000 approved May 11, 1995. The applicant has already provided $2,000 to the U.S. Forest Service as a financial assurance. Based on the Memorandum of Understanding between the State Department of Conservation, U.S. Forest Service, and U.S. Bureau of Land Management signed October 19, 1992, any federally-required financial assurance may be used to satisfy local and state surety requirements. Therefore the applicants shall post the additional $3,000 financial assurance amount in the name of Sierra County, U.S. Forest Service and the Department of Conservation per PRC Code 2773.1 and name Sierra Count and the Department of Conservation in the existing $2,000.

5. A signed copy the Plan of Operations be provided to Sierra County.

6. The Planning Commission shall review reclamation performance and security yearly during the period of operation and one year after closure. The Planning Commission shall retain jurisdiction to increase or decrease security or amend the reclamation plan for cause.

EXHIBITS

B. Negative Declaration 1000
C. Location Map
D. Site Map
E. Cole Cash Mine Reclamation Plan

Exhibit B

SIERRA COUNTY PLANNING COMMISSION
NEGATIVE DECLARATION

File Number: 1000

- [ ] Subdivision Map
- [ ] Use Permit
- [ ] Mobilehome Park
- [ ] Zoning Amendment
- [ ] Zoning Variance
- [ ] Building Permit
- [X] Other (Specify) Reclamation Plan

Project Name: Cole Cash Mine

Project Description (Explain Briefly):

A proposed Reclamation PLan for an exploratory mining operation on a 1.7 acre site.

APPLICANT: Lawrence Cummings

OWNER: U. S. Forest Service Land

ENGINEER:

GENERAL PLAN: General Forest

ZONING: General Forest

ASSESSOR PARCEL NUMBER: 001-090-004-0

PROJECT LOCATION: a) Description: Located near Howland Flat in the NW portion of the County.

b) Section, Township, Range: SE¼, Section 31, T. 22 N., R. 10 E., MBD&M.

- [ ] The proposed project may be expected to have a significant effect on the environment, but will have no significant effect due to circumstances perculiar to the specific project as stated in findings below:

- [X] The proposed project will not have a significant effect on the environment, based on findings below:

FINDINGS: See Exhibit A

Review Period: 30 days

Review Period Ends: May 1, 1995

Determined by the Sierra County Planning Commission on this date: June 15, 1995

By: Tim Wong

ENDORSED: FILED

Date Filed with County Clerk:

JUN 13 1995

MARY J. JUNGI COUNTY CLERK

BY: DEPUTY CLERK

Initial Study Attached

I. PROJECT DESCRIPTION

Project Proponent

Landowner:	United States Forest Service Plumas National Forest La Porte Ranger District
Operator's Agent of Service	Janet & Lawrence Cummings 17153 New York House Rd. Brownsville, CA 95919 (916) 675-2301

Project Objective:

The objective of this reclamation plan is to satisfy the requirements imposed by Assembly Bill 747, an amendment to the Surface Mining and Reclamation Act passed in 1987.

Project Location:

The project site, APN 001-090-004-0, is located in the north western portion of Sierra County, in Howland Flat, SE 1/4 section 31, T.22 N, R. 10 E., MDB&M, Management Area #16 (Beartrap), in the Plumas National Forest Land and Resource Management Plan.

Project Background:

Currently, there is an old hydraulic pit that has been mined several times in the past 100 years, most recently 15 to 20 years ago. Most of the overburden has been removed and only sparse pockets of vegetation remain. The Surface Mining and Reclamation Act (SMARA) mandates that all new mining projects must have a Reclamation Plan approved by the lead agency.

Project Features

1. Type of Reclamation Operation The reclamation shall occur after the

exploration has been completed. The total area of reclamation will be 1.7 acres.

2. Reclamation Schedule After the exploration, water channels will be reestablished to benefit riparian/wetlands habitat, native vegetation will be reintroduced to the site and existing garbage and clutter will be removed. The end result will be the improvement of the site.

3. Site Access Sierra County Road 690 will provide access to the site.

4. Land Uses The surrounding land use is public lands managed by the Forest Service and some private lands managed for timber production.

5. Reclamation Procedure Over the years, streams and channels have been diverted numerous times from the mining practices. The reclamation project will include recontouring certain areas, work towards establishing the original stream channel and stabilizing them with native grass, shrubs and trees such as lupine and rabbit brush. Since the area is void of topsoil, the recontouring process will use straw mulch and fertilizer to help establish the vegetation. The existing settling ponds will be preserved as wetland habitat with additional plantings of willow and alder.

6. Reclamation Schedule The reclamation process will be done synchronized with the excavation project. Excavation will be done in sections and as each section is excavated, the previous section will be filled, recontoured and then treated with straw and seed before the winter months to prevent erosion. There is no real time line, however much of the reclamation will occur after the one year period of exploration.

II. PROJECT CONSTRAINTS

Sierra County Surface Mining and Reclamation Ordinance/ California Surface Mining and Reclamation Act of 1975 - A Reclamation Plan is required by State law as well as by County Ordinance when a mining operation seeking resources of commercial value disturbs 1000 or more cubic yards of material in any one location, when disturbance covers one acre or more, or where extensive excavation, devegetation, or other significant environmental impact would normally occur.

U.S. Forest Service Plan of Operation and Environmental Assessment - The USFS service plan outlines the scope of the project and what requirements need to be met by the project. the requirements range from erosion control to approved types of vegetation used during the reclamation process.

III. ENVIRONMENTAL SETTING

The project site is located in Sierra County up in the North West Initial Study portion of the county with an elevation at about 6000 ft. The area is currently bare from the previous mining with topsoil almost nonexistent. There are five settling ponds with some wetland vegetation and an excavation pit.

There are three different types of vegetation, broken down into conifers, riparian, and wetlands. There are ponderosa pine and white fir in the area but because of the poor soil quality and lack of organic matter, the development of the conifers has been stunted. In the drainage areas, willows, grasses, cattails, and horsetails have become established. Very dense vegetation of willows, cattails, pondweed and grasses have developed around the settling ponds.

Several bird species, deer, and Brown bears have been spotted near the ponds however due to the general lack of vegetation and food sources, wildlife is scarce.

IV. ENVIRONMENTAL IMPACTS

Discussion of Impacts and Mitigation Measures:

1. Earth

There will be displacement of soil as some of the projected 23,000 cubic yards that are to be excavated will be used to contour some of the affected slope but the effects shall be minimal.

Mitigation Measures:

a. The area that will be recontoured with the excavated material will be seeded, mulched, fertilized and revegetated with native grasses and plants.

b. As required by the Plan of Operations and Reclamation Plan, the proponent is required to post a performance bond.

2. Air

Some degradation may occur in the initial reclamation process in the form of dust and small particulate matter as the filling and contouring process takes place. However, the results are considered minor and unsubstantial.

Mitigation Measures: None Required

3. Water

The water channels were diverted during the exploration period but they shall be reestablished therefore there will be no degradation.

Mitigation Measures:

a. Vegetation will be planted on the banks to ensure soil stabilization and to prevent greater erosion

4. Plant Life

The vegetation used in the reclamation process shall include plants native to the area such as willows, alders, and native grasses. A concern is the introduction of species when necessary to meet planned objectives or essential for cost effective erosion control but no significant impact is expected.

Mitigation Measures:

a. Vegetation used must be from the approved list of plants from the U.S. Forest Service.

5. Animal Life

There will be no change in the diversity of wildlife.

Mitigation Measures: None Required

6. Noise

Noise associated with reclamation, such as excavation and transportation activity will be generated. However, these are only very short term impacts and should not any significant long term consequences.

Mitigation Measures: None Required

7. Light and Glare

All work will be done during daylight hours.

Mitigation Measures: None Required

8. Land Use

The Cole Cash mine has been in operation off and on for the past 100 years. The reclamation plan calls for the recontouring and revegetation that will improve the site.

Mitigation Measures: None Required

9. Natural Resources

Since the scope of the reclamation is so small, there will not be significant increase in the use of natural resources.

Mitigation Measures: None Required

10. Risk of Upset

There will be no use of explosives or hazardous materials during the reclamation process. Also, there will be no interference with any emergency response or evacuation plan.

Mitigation Measures: None Required

11. Population

Because of the small scale nature of the project, no changes in location, distribution, density or growth rate should occur.

Mitigation Measures: None Required

12. Housing

This project will not affect housing in any way.

Mitigation Measures: None Required

13. Transportation/ Circulation

There should be no significant impacts on the transportation systems.

Mitigation Measures: None Required

14. Public Services

Because of the site's isolation, there should be no need for new or altered public services as a result of this project.

Mitigation Measures: None Required

15. Energy

No substantial increase in the use or in the demand of fuel or energy is predicted.

Mitigation Measures: None Required

16. Utilities

The activities should not result in substantial alterations to existing utility systems.

Mitigation Measures: None Required

17. Human Health

The reclamation project will not create any health hazard or potential health hazard nor will it expose any people to potential health hazards.

Mitigation Measures: None Required

18. Aesthetics

Reclamation of the site will improve the aesthetics in the area.

Mitigation Measures: None Required

19. Recreation

The project will not impact the quality or quantity of existing recreational activities in the area.

Mitigation Measures: None Required

20. Cultural Resources

There are no known cultural resources in the area according to the U.S. Forest Service.

Mitigation Measures: None Required

21. Mandatory Findings of Significance

Because of the small scale nature of the project and the actual improvement of the site, there are no findings of significant impacts for this reclamation project.

V. STAFF DETERMINATION AND RECOMMENDATION

Staff recommends that the following action be taken:

1. Find that:

   A public notice for the proposed Negative Declaration for the Cole Cash Reclamation Plan was placed in the Mountain Messenger of March 30, 1995. The public review period extended to April 27, 1995.

2. Declare the Negative Declaration to be adequate with the intent and purpose of CEQA.

3. Find that the comments on the Negative Declaration in the letter from Tom Gregory to the Planning Commission dated May 10, 1995 have been adequately addressed by responses given during the Public Hearing by Planning Director Tim Beals.

VI. PERSONS CONTACTED:

- Jack Horner, U.S. Forest Service

VII. CONTACT PERSON:

Tim Wong
Planner
Sierra County Planning Department
P.O. Box 530
Downieville, CA 95936
(916) 289-3251

MITIGATION MONITORING PROGRAM

The Sierra County Planning Department shall inspect the reclamation site yearly during length of operation and one year after closure for performance and suitability of financial security. The Planning Commission shall review performance and shall retain jurisdiction to increase or decrease financial security or amend the reclamation plan for cause.

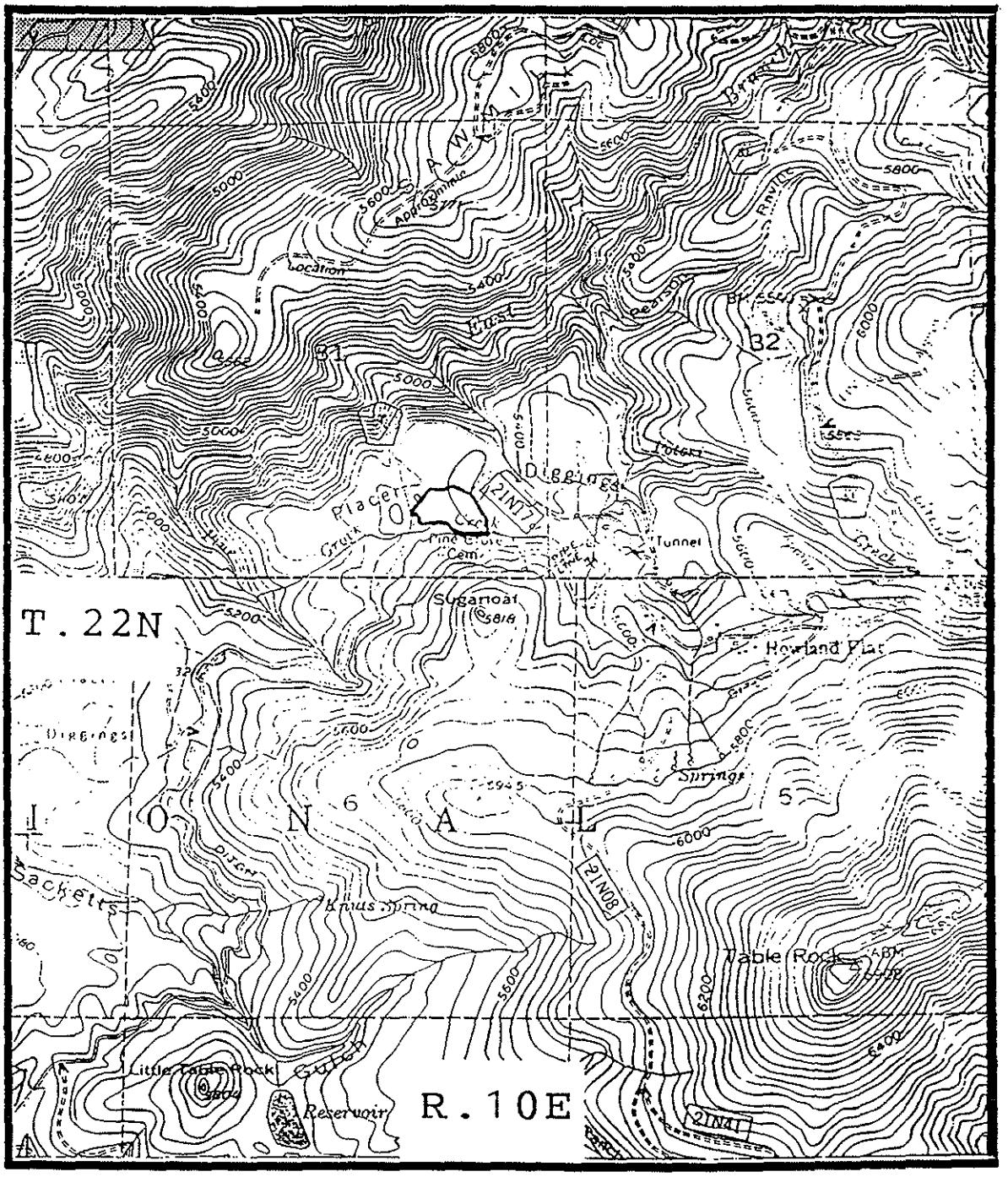
EXHIBITS

B. Location Map
C. Site Map
D. Cole Cash Mine Reclamation Plan

L cation Map

EXHIBIT F
EXHIBIT C

MAP 2



COLE CASH MINING

True North

Plumas National Forest
La Porte Ranger District

EXHIBIT D

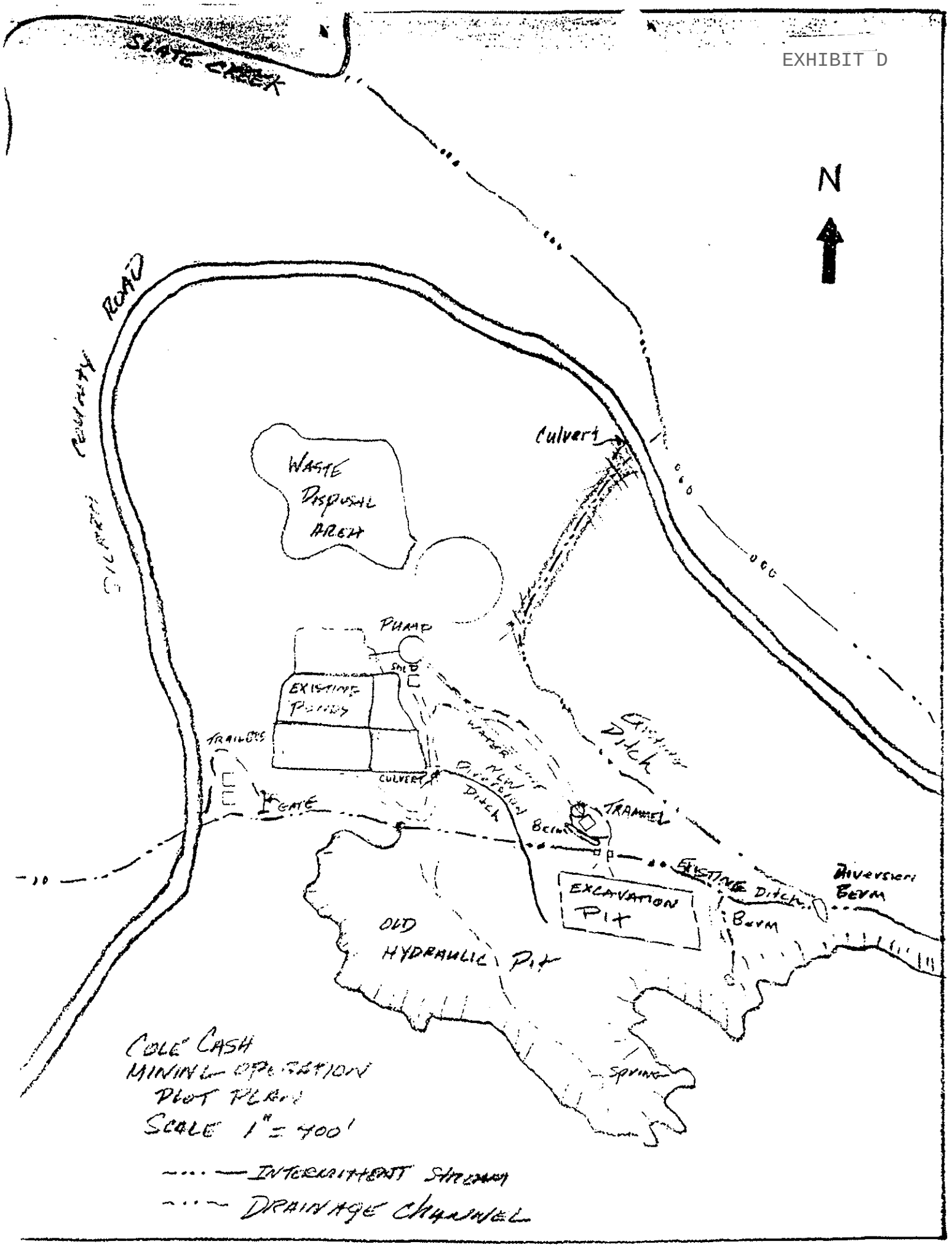

SLATE CREEK
N
ROAD
PROPERTY
Culvert
WASTE DISPOSAL AREA
PUMP
SHED
EXISTING POND
TRAILERS
CULVERT
GATE
NEW DIVERSION DITCH
EXISTING DITCH
TRAMMEL
BERM
EXISTING DITCH
BERM
DIVERSION BERM
EXCAVATION PIT
OLD HYDRAULIC PIT
SPRING
COLE CASH
MINING OPERATION
PLOT PLAN
SCALE 1" = 400'
INTERMITTENT STREAM
DRAINAGE CHANNEL

EXHIBIT E

RECLAMATION and EROSION CONTROL PLAN

COLE CASH MINING EXPLORATION

Plumas National Forest
La Porte Ranger District

May 1994

COLE CASH CLAIMANT	DATE
Bruce E. Bernhardt BRUCE E. BERNHARDT District Ranger	August 29, 1994 DATE

Exhibit E

RECLAMATION AND EROSION CONTROL PLAN

COLE CASH MINING CLAIM
PLAN OF OPERATIONS

INTRODUCTION

The area proposed for mining operations is located in an old hydraulic pit created in the late 1800s. Past mining has also occurred more recently over the last 15 to 20 years. The area has been highly disturbed by past operations. Several settling ponds remain, bare earthen areas which have not been reclaimed and are void of vegetation, and vertical hydraulic cut faces remain in a constant state of surface movement. An intermittent stream has been diverted and left to create several flooded areas containing wetland plant species.

Top soil is non existent in the project area. The wetlands environment created by the diversion of the intermittent stream consist mainly of sands and gravels washed from mining operations and erosion of the hydraulic cut slopes.

During high runoff periods, turbid water is delivered from the area to several established channels to Slate Creek. This is a significant source of turbidity to Slate Creek created during spring snow melt and runoff. Through the reclamation plan developed for this project, the opportunity exist to contain sediment to the site, and reduce the amount of turbidity to Slate Creek.

POST MINE LAND USE OBJECTIVES

The land use objectives following mining operations are watershed protection and wildlife habitat improvement. These objectives will be accomplished by recontouring the project site and establishing vegetative cover to reduce accelerated erosion. Surface runoff will be channeled to existing and created waterways and then to settling ponds in such a manor that water quality will be improved from the present condition.

Wildlife habitat will be improved from existing conditions by the establishment of riparian dependent plant species and upland species beneficial to wildlife.

BASELINE DATA

Soils and Geology - The Plumas National Forest Soil Resource Inventory has formally mapped the project site as Pits, Quarry. These are open pit excavations from which soil has been removed, mainly by past gold mining or quarry operations. The mined gravels are derived from ancient Eocene River deposits generally overlaid by more recent lava flows. Within the project site, inclusions of red clay material exists that was formed from metasedimentary rock formations.

Top soil is non existent. Except for the clay material, soils that will be used as material for plant growth is well drained, has low water holding capacity and nutrient value. Mulch and fertilizers will be needed for amendments to help improve plant establishment.

Vegetation - The project site can be segregated into three ecological types: 1) Open mixed Conifer, 2) Riparian, and 3) Ponds.

Open Mixed Conifer: This area is mostly scattered ponderosa pine, some white fir, and incensed cedar with lupine and rabbitbrush understory. The condition of this vegetation is poor due to stunted growth from low nutrient content, organic matter, and water holding capacity of the soil.

Riparian/Wetlands: Riparian vegetation surrounds a small man made drainages. Some water ponding occurs where willows, horsetails. sedges, grasses, and cattails have become established.

Ponds/Wetlands: Old settling ponds from past mining operations have very dense vegetation on all sides consisting of willows, cattails, Scirpus sp., pondweed and grasses.

Wildlife - The project area is lacking in wildlife diversity due to the sparse vegetative cover and food sources. This is mainly caused by the the basic lack of productivity potential of most hydraulic pits and quarries. Several bird species have been sighted in the area such as the willow flycatcher and waterfowl (mallards ducks). Black tail deer and Brown Bears are attached to the springs and other water sources at the project site.

Cultural Resources - The Howland Flat area is rich in local cultural history. Remains of the town site is 1/4 mile northeast. Howland Flat is typical of the old town sites of the "Northern Mines" and shows remnants of extensive placer and hydraulic diggings of the 1850-1890 era. The project site does not contain known historical or cultural features.

PROPOSED ANALYSIS AND TESTING

Little data exists that would help demonstrate soil productivity and vegetative success for reclamation in similar hydraulic pits of the same elevation and material as the Cole Cash site. Reclamation work is presently being completed at the Finger Board Pit which is a similar site. Success with native grass, forbs and shrubs will be applied to the Cole Cash site.

Grasses for erosion control was seeded at the project site in the fall of 1993 using the standard district non-native species mix (A. Orchard Grass, Luna Pubesent Wheatgrass, and Durar Hard Fescue). Fertilizer was applied using 16-20-0 (Ammonia Phosphate) with straw as mulch. This application for erosion control has been successful throughout the district and will not be replaced until an economical and viable native species can be used to replace it.

Where erosion control i: ıt the main criteria for veget. ' ge establishment, native species will be e ished for vegetative cover t ill met the post mining land use (see Cole ush plant list).

WATER QUALITY STANDARDS

General Requirements

1. The direct discharge of water from the mine water circulation and processing system to the Slate Creek drainage will be prohibited.

2. The direct discharge of winter surface runoff to the Slate Creek drainage will be prohibited.

3. The direct discharge of petroleum products to the ground surface, ground water, surface water or surface water drainage courses is prohibited.

4. Above ground fuel storage tanks must be placed in secondary containment structures capable of containing 110 percent of the largest tank. Following closure of operation fuel storage tanks will be removed from the site.

5. Sanitation will follow Sierra County Health Department requirements. Garbage and other debris will be removed to county approved disposal facilities.

EROSION CONTROL STANDARDS

General Requirements

1. Minimize disturbance and contact with the riparian areas existing on the site. Two riparian crossing will be permitted to access the ore zone from the wash plant. Berms will be constructed so lose material will not encroach into the riparian zone.

2. Divert the intermittent stream into another existing stream channel to reduce flows into the site. This will reduce the chance of the claimant's operations increasing turbidity and discharge from the site.

3. Construct small drainage ditches and berms to channel all surface water within the project area to the settling ponds. The settling ponds will act as sediment catchment basins and create a closed circuit drainage and water circulation system.

RECLAMATION PERFORMANCE [illegible]RDS

Objectives for Post Mine Land Use

1. Work toward establishing the original stream channel prior to the 1800 era of hydraulic mining.

2. Enhance and maintain the wetland environment. Establish firm criteria of no net loss. The existing settling ponds should be left as is and not altered during or after operations.

3. Recontouring should create gently sloping terrain adequate for establishment of native vegetation for watershed improvement and wildlife habitat.

Reclamation Performance Standards

1. Piles or dumps of mining waste shall be stockpiled in such a maner as to facilitate phased reclamation. They should be segregated from topsoil or best growing medium salvaged for use in reclamation (see reclamation map for the location of waste dumps).

2. Final reclaimed fill slopes, including permanent piles or dumps of mine waste rock and overburden, shall not exceed 3:1 slopes.

3. Overall recontouring shall conform to surrounding topography.

4. Permanent placement of piles or dumps of mining waste and overburden shall not occur within wetlands. Material from the two approved crossings will be removed. The two crossings will be backbladed and smooth to prepare them for planting.

5. Native plant species shall be used for revegetation except when introduced species are necessary to meet planned objectives or essential for cost effective erosion control.

Vegetative cover suitable for the proposed land use shall be capable of self-regeneration without continued dependence on irrigation, soil amendments, and continued fertilization.

Watershed Improvement: For immediate erosion control and soil stability, apply BMP for Dry Method, Seed and Mulching. Native grasses species and a hybrid wheatgrass with non-reproductive attributes will be used in test plots where applicable. The results will be for future reclamation needs for this and similar sites.

Wildlife Habitat: Native willow and alder will be established at sites within the riparian areas affected by the project. These two sites include the diversion and two channel crossings. Apply BMP for Vegetative Plantings.

The settling ponds, if disturbed, will also be replanted with willow and alder.

Shrubs and ot[illegible] erbaceous material will be p[illegible] d at a spacing and density that will maintain a minimum of 40 percent cover.

6. Where mining operations result in soil compaction, ripping shall be used to improve root growth and planting.

7. Soil and plant analysis shall be required to determine the need for essential elements for plant growth. As a minimum, mulch will be applied at 2,000 lbs/ac, and fertilizer at 400 lbs/ac using 16-20-0 amonium phosphate.

8. Success of revegetation shall be judged based upon the effectiveness of the vegetation for the approved end use, and by comparing the revegetation measures with similar areas for cover, density, and species richness.

9. Erosion and sedimentation shall be controlled during all phases of construction, reclamation, and closure of surface mining operations. Specific measures will be used as shown on the reclamation site map and BMP specification sheets shown as part of this reclamation plan.

10. Surface runoff and drainage from surface mining activities shall be controlled by berms, silt fences, sediment catchment ponds, or other erosion control measures as shown on the reclamation site map and BMP specification sheets shown as part of this reclamation plan.

RECLAMATION COST THAT WILL BE THE BASIS FOR BONDING

As a guarantee of faithful performance of the provisions of the Plan of Operations and Reclamation Plan, a performance bond will be required in accordance with 36 CFR 228.13

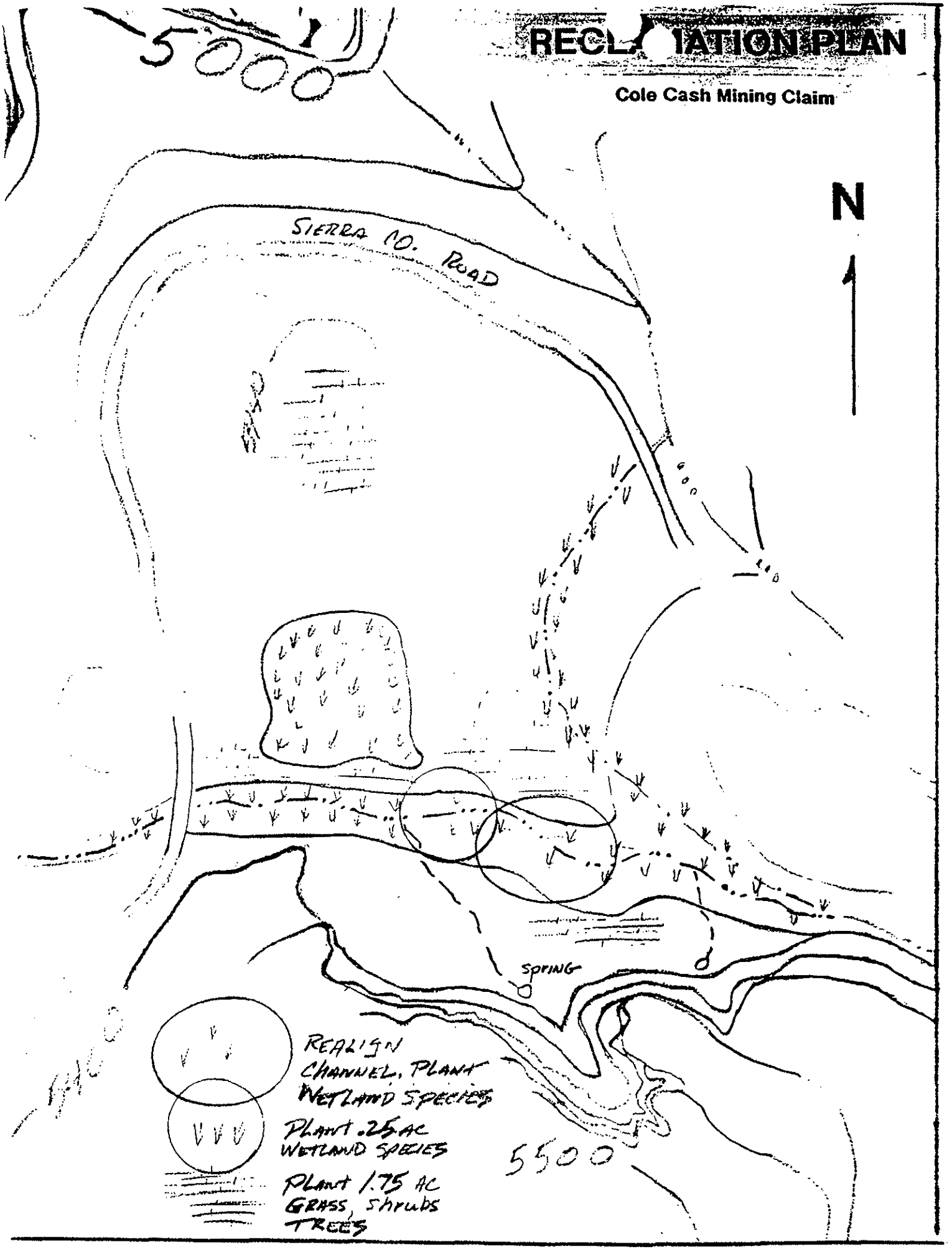
1.	Land leveling 1.7 ac with a D-7 cat 24 hours @ $85 /hr.	$2,040.00
2.	Seed, Fertilizer, and mulch $750/ac x 1 ac	$ 750.00
3.	Planting trees and shrubs $1,600/ac	$1,600.00
4.	Clean-up equipment and trash	$ 610.00
	Total	$5,000.00

MONITORING PLAN THAT C[illegible]S THE PERIOD DURING OPERATION[illegible]D FOLLOWING RECLAMATION

Standards:	The standards for erosion control, water quality, and reclamation set forth in this plan will be monitored during and following reclamation. The Best Management Practices Evaluation form (see attached) will be used for documentation and evaluation of standards.
Frequency:	Monitoring will be conducted bi-monthly during operations, and in prior to October 15 for closure for the wet season. Monitoring for reclamation compliance will be conducted yearly for three years following closure.
Clean-up	All equipment, supplies, trash, and debris will be removed form the site following closure of the operations. A approved county waste disposal station will be used.

RECLAMATION PLAN

Cole Cash Mining Claim



Best Management Practices Evaluation

Form M26: Mining Operations
(BMP 3.1)

ID #: _____

Selection Code: _____

Reviewer(s) _____ Title(s) _____ Date _____ Forest _____ District _____ T _____ R _____ S _____

Mine Name _____ Activity Status _____ Rock Type _____ NFS Watershed _____

Reclamation Status _____ Hazmats stored onsite? _____ Type _____

IMPLEMENTATION

For all locatable mining activities: Rating

1) Were erosion control measures included in an EA, Operating Plan or Waste Discharge requirements? ..... _____
2) Were mining activities confined to designated limits? ..... _____
3) Was erosion control work done prior to wet season? ..... _____
4) Were required erosion control measures implemented? ..... _____
5) Were provisions for site reclamation included in EA or Operating Plan? ..... _____
6) If mining is complete, were reclamation measures implemented? ..... _____
(rate NA if reclamation not yet appropriate due to activity)

1 = Exceeds contract/project requirements
2 = Meets contract/project requirements
3 = Minor departure from contract/project requirements
4 = Major departure from contract/project requirements
Rate as NA if criteria not applicable at this site

For locatable mining activities with hazardous materials:

7) Was a Hazardous Spill Contingency and a Countermeasures Plan prepared nd fully implemented? ..... _____
(If fuel is stored onsite, also complete Form E12)

If any rating is "3" or "4", complete the following:

Problem occurred in which phase(s) of the project: ☐ Site Evaluation ☐ Plan Prescription ☐ EA ☐ Operating Plan ☐ Administration

Comments on causes and corrective actions:

EFFECTIVENESS

Roads (includes roads for exploratory drilling, access, haul, etc.) *(If the road crosses a channel, also conduct an E09 evaluation)*

1) Road surface

a) Rilling	☐ Little or no evidence of rills	☐ Some present, but occur on < 10% of road length, or where present, do not leave road surface	☐ > 10% of surface has rills > 2" deep and 20' in length which continue off road surface past fill slope

2) Fill slopes

a) Rilling	☐ No evidence of rills	☐ Rills present but do not extend > slope length below toe	☐ Rills present and extend > slope length below toe
b) Sediment to nearest channel	☐ No evidence of transport to SMZ	☐ Sediment deposition in SMZ but not channel	☐ Evidence of sediment transport to or deposition in channel
c) Slope failures	☐ None	☐ Some present but material does not enter SMZ	☐ Present, material to channel or in SMZ threatening channel

over

PLANT LIST

DRY ROCKY/FORESTED AREA

TREES

Abies concolor	White fir
Calocedrus decurrens	Incense cedar
Pinus ponderosa	Ponderosa pine
Pinus contorta ssp. murrayana	Lodgepole pine
Pseudotsuga menziesii	Douglas fir

SHRUBS/HERBS

Arctostaphylos patula	Green-leaf manzanita
Chrysothamnus nauseosus ssp. albicaulis	Whitestem rabbitbrush
Erigeron sp.	Fleabane
Lupinus sp. (not L. dalesae)	Lupine

RIPARIAN/WET AREAS

TREES

Alnus incana ssp. tenuifolia	Mountain alder	FAC	
Salix lucida ssp. lasiandra	Shining willow	FAC	
Populus trichocarpa	Black cottonwood	?	

SHRUBS/HERBS

Artemisia douglasiana	Douglas' wormwood		
Equisetum arvense	Horsetails	FAC	
Lupinus polyphyllus var. burkei	Meadow lupine		
Potamogeton sp. (floating in ponds)	Pondweed	OBL	–
Typha latifolia	Broad-leaved cattail		

GRASSES/RUSHES/ETC.

Agrostis exarata	Spiked bent		
Agrostis viridis	Water bent	?	?
Bromus polyanthus ?	Great Basin brome		
Deschampsia elongata	Slender hair grass	FAC, FACW	FACW
Juncus effusus	Lamp rush	FACW	OBL
Juncus ensifolius	Sword-leaf rush	FACW FACW	FACW
Juncus covillei var. obtusatus	Blunt-scale rush	FACW	FACW
Luzula sp.	Wood-rush	FACU-FAC	FAC
Scirpus sp.	Bulrush	OBL	OBL ?
Sitanion hystrix (edges of wet areas)	Western bottle-brush grass	UPL, FACU	

Exhibit 6
Notice of Violation (NOV)
to Operator Janet Cummings

Exhibit 6

SIERRA COUNTY

Department of Planning and Building Inspection
P.O. Box 530
Downieville, California 95936
(530) 289-3251 (800) 655-3251
FAX (530) 289-2828

Tim H. Beals
Director

December 7, 2015

Ms. Janet Cummings
17153 New York House Road
Brownsville, CA 95919

NOTICE OF VIOLATION, SURFACE MINING AND RECLAMATION ACT,
COLE CASH (CA MINE ID# 91-46-0007)

The purpose of this letter is to notify you that the Cole Cash Mine in the north east portion of Sierra County California is not in compliance pursuant to section 2774 of the Surface Mine and Reclamation Act (SMARA) and the County's Surface Mine and Reclamation Ordinance Part 33 of the Sierra County Code. The reclamation for this mine is incomplete, and an updated Financial Assurance Cost Estimate (FACE) and Annual Report (AR) are past due and need to be submitted to the county Planning Department.

This operation is in violation of numerous SMARA and county code regulations. These violations consist of:

1. Annual Report: Last Annual Report received by Lead Agency in 2006. Operator (Cummings) listed Cole Cash Mine as "idle" with no Intermittent Management Plan (IMP) submitted.

2. FACE: Last approved FACE submitted and approved was in 1995, and an inadequate Financial Assurance Mechanism (FAM) is in place. An Updated FACE must be submitted annually until the lead agency determines that the site is adequately reclaimed with a zero cost FACE and certified complete.

3. Failure to follow approved reclamation plan: slopes and grading, erosion control, stream and wetland protection, soil overburden stockpile management, revegetation and structures and equipment.

4. No approved plan of operation or valid permit to mine.

5. Mine appears to be abandoned without adequate reclamation.

Pursuant to PRC Section 2774.1 the County hereby notifies you of these violations. If these violations extend beyond 30 days following receipt of this letter, the County will take additional enforcement actions, including, but not limited to, the issuance of an Order to Comply that would include a timeline for compliance. Failure to comply with such an order may result in the forfeiture of financial assurances; and/or the imposition of administrative penalties of up to $5,000 per day, assessed from the original date of noncompliance.

Appropriate steps that Cole Cash may take to resolve these violations are:

(1) Submit Annual Report for current operating year;
(2) Submit updated FACE and FAM;
(3) Reclaim the site completely

Please respond to this Notice with a timeline for completion of reclamation of the site, and provide copies of a current Annual Report (MMRC-2 form, enclosed) and an updated Financial Assurance Cost Estimate—within 30 days of the date of this Notice, or no later than January 5th 2015. If the Planning Department does not receive these documents by this date further enforcement action will be taken.

Thank you for your cooperation and willingness to resolve this matter. If you have any questions or would like to discuss this matter further please do not hesitate to contact me at: Ssmith@sierracounty.ca.gov or (530) 289-3251.

SIERRA COUNTY PLANNING DEPARTMENT

Sara Smith

Sara E. Smith
Planner

Exhibit 7

Order to Comply (OTC) to Operator Janet Cummings

Exhibit 7

SIERRA COUNTY

Department of Planning and Building Inspection
P.O. Box 530 Downieville, California 95936
(530) 289-3251 / (800) 655-3251
FAX (530) 289-2828

Tim H. Beals
Director

January 08, 2016

Janet Cummings
17153 New York House Road
Brownsville, CA 95916

ORDER TO COMPLY; SURFACE MINING AND RECLAMATION ACT, COLE CASH, CA MINE ID #91-46-0007

Dear Mrs. Cummings:

The purpose of this letter is to provide you with a final 'order to comply' with the violation notice issued to you December 7th 2015, regarding the Surface Mining and Reclamation Act of 1975 (Public Resources Code Section 2710 *et seq.*, (SMARA)) at the Cole Cash Mine in Sierra County CA, and to notify you of a public hearing to consider the forfeiture of your financial assurance mechanism to complete reclamation, due to the abandonment of the operation (CCR §3810). Our records indicate that you are the operator of this abandoned surface mining operation.

On December 07, 2015, the County issued a Notice of Violation pursuant to PRC Section §2774, and Part 33 of the sierra county code. The notice identified several issues that needed to be addressed to avoid regulatory action. Since sending the notice, the county received a letter from you dated December 21, 2015 that indicated you felt you were not responsible for the Cole Cash mine. In reference to that, the transfer of 'mineral rights' to Joseph Balser and James Morris, does not relieve you of your responsibility to reclaim the site in accordance to the approved reclamation plan. On October 5th 1996 you and Lawrence Cummings signed an agreement with Sierra County attesting that you understood and would abide by all conditions placed within it.

You are in violation of SMARA, specifically Sec. §2770, §2773.1, CCR §3502.(g) and §3503. This matter will be heard by the Sierra County Planning Commission (SCPC) on **February 11, 2016 at 10:00 a.m.** at the Sierra County Courthouse (Board of Supervisors Chambers) in Downieville California. This letter serves as a formal notice of the hearing. You or your representative may make statements and present evidence on

your behalf, if you choose to attend the hearing. Your attendance is not required for the SCPC to hear the matter and to make a determination. Following the hearing the Commission has the authority to affirm, modify or set aside this Order.

If you have questions about this notice, please don't hesitate to call me at (530)-289-3251ext 246 (email is preferable. ssmith@sierracounty.ca.gov).

Sincerely,

SIERRA COUNTY PLANNING DEPARTMENT

Sara E. Smith

Sara E. Smith
Planner II

SES_:01_05

Exhibit 8

Notice to new claim owners

RE: Proposed Enforcement Action

Exhibit 8

SIERRA COUNTY

Department of Planning and Building Inspection
P.O. Box 530
Downieville, California 95936
(530) 289-3251 (800) 655-3251
FAX (530) 289-2828

Tim H. Beals
Director

January 8, 2016

James D. Morris, *new claim owner*
P.O. Box 125
Quartzite, AZ 85346

Joseph Balser, *agent*
510 Escondido Circle
Livermore, CA 94550

RE: Notice of Order to Comply and Public Hearing under SMARA for Cole Cash Mine (CA Mine ID #91-46-0007)

Dear Mr. Balser and Mr. Morris:

The purpose of this letter is to notify you that an '*Order to Comply*' notice has been sent to Lawrence and Janet Cummings, pursuant to the Surface Mining and Reclamation Act (SMARA), Cal. Code of Regulations Title 14, Section 3810-3817. A hearing has been scheduled to officially determine whether the mine operator(s) of record have abandoned their surface mining operation without completing reclamation, and/or are financially incapable of completing reclamation in accordance with the approved reclamation plan; and determination on the forfeiture of the Cummings' financial assurance mechanism. The hearing is scheduled for February 11, 2016 at 10:00 a.m. at the Sierra County Courthouse (Board of Supervisors chambers) in Downieville, California.

Attached please find a copy of Sierra County's 'Order to Comply' notice issued to the Lawrence Cummings, who remain the "mine operator" of record of the Cole Cash Mine, CA Mine ID# 91-46-0007.

As you are aware, there has been considerable discussion in recent years about how to address the idle and un-reclaimed mine site, in light of the transfer of ownership and expressed interest on your part to transfer responsibility of the operation and reclamation. However, after much correspondence with the State Office of Mine Reclamation and USFS (see, for example, background e-mails and OMR report, enclosed), it has been determined that the Statement of Responsibility forms provided in 2013 were not complete or accepted; and since the permit to mine (USFS Plan of Operation issued in 1994) expired in 2006 and was not extended or replaced with a new PoO and Rec. Plan—as well as the fact that the original Cole Cash mining claims were designated by BLM as "abandoned/forfeited" in 2001—the original operator, Lawrence and Janet Cummings, remain responsible under SMARA for the mining operation which was apparently abandoned without completing reclamation as required. It will be staff's recommendation to the Planning Commission that the Cole Cash Mine operation be determined to have been abandoned; the financial assurance mechanism be seized; and the money released to the USFS to continue reclaiming the site to the extent feasible.

This action, if approved, will not affect your future plans to apply for a new Plan of Operation with the USFS and Reclamation Plan with Sierra County, and may be even be beneficial in providing you with a better foundation to pursue your future mining activities.

If you have questions, comments or concerns please feel free to contact me. You may reach me at the above numbers or via e-mail at: ssmith@sierracounty.ca.gov .

Sincerely,

SIERRA COUNTY PLANNING DEPARTMENT
Sara E. Smith
Sara E Smith
Planner

SES_01_04

SIERRA COUNTY

Department of Planning and Building Inspection
P.O. Box 530 Downieville, California 95936
(530) 289-3251 / (800) 655-3251
FAX (530) 289-2828

Tim H. Beals
Director

January 08, 2016

Janet Cummings
17153 New York House Road
Brownsville, CA 95916

ORDER TO COMPLY; SURFACE MINING AND RECLAMATION ACT, COLE CASH, CA MINE ID #91-46-0007

Dear Mrs. Cummings:

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You are in violation of SMARA, specifically Sec. §2770, §2773.1, CCR §3502.(g) and §3503. This matter will be heard by the Sierra County Planning Commission (SCPC) on **February 11, 2016 at 10:00 a.m.** at the Sierra County Courthouse (Board of Supervisors Chambers) in Downieville California. This letter serves as a formal notice of the hearing. You or your representative may make statements and present evidence on

your behalf, if you choose to attend the hearing. Your attendance is not required for the SCPC to hear the matter and to make a determination. Following the hearing the Commission has the authority to affirm, modify or set aside this Order.

If you have questions about this notice, please don't hesitate to call me at (530)-289-3251ext 246 (email is preferable. ssmith@sierracounty.ca.gov).

Sincerely,

SIERRA COUNTY PLANNING DEPARTMENT

Sara E. Smith

Sara E. Smith
Planner II

SES_:01_05

EXHIBIT 9

Cole Cash Financial Assurance Mechanism

0189 / Office AU # — 11-24 / 1210(8)

Operator I.D.: wfw7471

OFFICIAL CHECK

0189001004

Exhibit 9

June 16, 1998

PAY TO THE ORDER OF SIERRA COUNTY TREASURE TAX COLLECTOR

Five thousand dollars and no cents **$** 5,000.00**

WELLS FARGO & COMPANY ISSUER
PAYABLE AT WELLS FARGO BANK, N.A.
420 MONTGOMERY STREET
SAN FRANCISCO, CA 94163
FOR INQUIRIES CALL (602) 394-3122

VOID IF OVER US $ 5,000.00

Frank A. Moeslein
CONTROLLER

⑈0189001004⑈ ⑆121000248⑆4861 504900⑈

SIERRA CO. PLANNING DEPT.
P.O. Box 530
Downieville, CA 95936
916-289-3251

CRB-111-3

CASH RECEIPT Date 6-16 19 98 0003367

Received From JANET CUMMINGS (WELLS FARGO)

Address 17153 NEW YORK HOUSE RD, BROWNSVILLE 95919

FIVE THOUSAND & NO/100 Dollars $ 5,000.-

For PERFORMANCE & SECURITY AGREEMENT - TRUST

CASHIERS CHECK # 0189001004

ACCOUNT			HOW PAID		
AMT. OF ACCOUNT			CASH		
AMT. PAID			CHECK		
BALANCE DUE			MONEY ORDER	5,000.-	

By Anna Marie Pratt

~~860 8430 4401~~ → CODED PER MICHAEL 6/16/98 AMM
858-1027-4401 ← ASSIGNED NEW ACCT # IN 2009 BY AUDITOR

Request for Receipt
PLANNING/BUILDING DEPARTMENT

Date 6-16-98
To: Sierra County Auditor's Office

Received from: JANET CUMMINGS

Sum of: $ 5,000.- Check No.

Explanation: SECURITY AGREEMENT

Fund 860 Object Code 8430 4401 Permit $

Anna Marie Pratt Solid Waste $
Signature

Exhibit 9

COUNTY OF SIERRA
STATE OF CALIFORNIA
DEPOSIT PERMIT

Permit No. 7859

THE TREASURER OF SIERRA COUNTY HAS RECEIVED FOR DEPOSIT:

DATE June 16, 1998 19____

FROM: Building and Planning Departments BY: Anna Maria Prach

THE SUM OF: Six thousand nine hundred sixty-two and 60/100's ---------- DOLLARS

THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED FOR THE FOLLOWING ACCOUNT(S):

DESCRIPTION		RECEIPT #	FUND & ACCOUNT #	AMOUNT
Document Sales:			001-0000-4404	24.00
Steve Folsom	9.00	3365		
Mark Young	15.00	3368		
Building Permit:			001-0000-4103	1,677.30
Sauceda, Erasmo & Carol	1,677.30	4188		
Solid Waste Assessment Fee:			041-0000-4323	186.30
Sauceda, Erasmo & Carol	186.30	4188		
Planning Permit:			001-0000-4104	75.00
Whitney, L. Leland	75.00	3366		
			860-8430-4401	5,000.00
Security Agreement:				
Cummings, Janet	5,000.00	3367	TOTAL	$ 6,962.60

DESCRIPTION OF DEPOSIT	AMOUNT
CASH	24.00
CHECKS, WARRANTS, CASHIER'S CHECKS, M.O.'s	6,938.60
DIRECT DEPOSIT	
TREASURER'S ADVICE	
REVERSE DEPOSIT	
REFUND	
TOTAL	$ 6,962.60

DONALD P. HEMPHILL, COUNTY AUDITOR

DEPUTY

CYNTHIA A. ELLSMORE, COUNTY TREASURER

Cherry Sam DEPUTY

CONTROL NO. 15043

DEPOSITOR COPY

COUNTY OF SIERRA

Normal Trial Balance

From 10/1/2015 Through 10/31/2015

Exhibit 9

Account Code	Account Title	Debit Balance	Credit Balance
8581030	COLE CASH JANET CUMMINGS		
1000	CASH	5,608.27	
Report Total		5,608.27	0.00
Report Difference		5,608.27	

Exhibit 10

Supporting Emails from OMR and the USFS

Exhibit 10

Brandon Pangman

From: Luksic, Michael@DOC <Michael.Luksic@conservation.ca.gov>
Sent: Thursday, May 29, 2014 3:48 PM
To: Brandon Pangman
Cc: 'Duncan, Donna M -FS'; Tim Beals; Kathy Whitlow
Subject: RE: Cole Cash mine, CA ID# 91-46-0007

Hi Brandon,

In response to your questions, I have talked with my supervisor, Tom Ferrero and have these suggestions.

1. The former operators/permittees, Lawrence and Janet Cummings are the only entities to be issued an NOV, but the current claim owner, James Morris may be listed on the cc's. NOV's must be based upon an inspection report, also issued to the mine operator of record.
2. The new claim owners, James Morris, Joseph Balser, will need to start over with acquiring an approved Plan of Operation from the USFS before applying for a new permit and reclamation plan with the Sierra County lead agency, if they intend to explore and/or mine in the future.
3. The Cole Cash mine, CA ID # 91-46-0007 is abandoned, and the existing FAM $5,064, will be seized and used to reclaim the site, per the existing rec. plan as well as the anticipated remediation plan being worked on by OMR and the USFS. Annual reports are no longer required because there is no operator. Annual Inspections are required until the site is fully reclaimed/remediated. This may take a few years.
4. The reclamation plan approved by the County in 1995 is still valid for reclamation only and cannot be utilized for mining. Some reclamation outside of the approved reclamation plan may need to occur per the anticipated remediation plan being put together by the USFS and OMR, though funding has not yet been determined.
5. There may be additional submittals from the new mine claim owners that effect the upcoming reclamation and remediation of the mine. For instance, if the new claim owners submit an acceptable Plan of Operations to the USFS to reclaim, remediate and/ or winterize and secure the mine and it is acceptable to the USFS, they may become the contractor paid with existing $5,064 FAM.
6. The USFS has expressed concern that they need to oversee the upcoming reclamation/remediation.
7. OMR does not intend to seek an administrative penalty on the former mine owners or the new claim owners.

Thank you for your assistance in this matter.

Respectfully,

Mike Luksic, PG 7310
Department of Conservation
Office of Mine Reclamation
Compliance Section
801 K St, MS 09-06,
Sacramento CA 95814-3530
(916) 445-0395 Phone
(916) 322-4862 Fax
Mike.Luksic@conservation.ca.gov
http://www.conservation.ca.gov/omr/Pages/Index.aspx

Managing California's Working Lands

From: Brandon Pangman [mailto:bpangman@sierracounty.ca.gov]
Sent: Thursday, May 29, 2014 12:27 PM
To: Luksic, Michael@DOC
Cc: 'Duncan, Donna M -FS'; Tim Beals; Kathy Whitlow
Subject: RE: Cole Cash mine, CA ID# 91-46-0007

Thank you, Mike.

Just to follow up on our conversation yesterday, I wanted to run this by you and make sure we are on the same page with "next steps" for enforcement action:

We (Sierra Co. and State OMR) agreed that the operation was technically "abandoned" under SMARA by the former operators/permittees, Lawrence and Janet Cummings; and that the new claim owner (James Morris) and agent (Joseph Balser) are not "on the hook" for the abandonment—rather, they will have to work with the USFS and County and State to develop and gain approval of a new Plan of Operations/Rec. Plan (with new corresponding financial assurances). Therefore, the County will commence enforcement action, starting with a new NOV, against the Cummingses…and proceed to seize the $5000 financial assurance currently held by the Sierra County Treasurer. This money will be used to help offset some of the reclamation efforts that we outlined and discussed in the field yesterday—whether the work is performed by the new claim owner (as contractor) or the USFS or others. (We can discuss separately how the money should be allocated.)

Once this enforcement action (including seizure of FA) is complete, then the Cole Cash Mine will be removed from the State's and County's list of SMARA mines, right?

To this end, it appears that the reclamation plan that was approved by the County in 1995 is no longer valid and it is inadequate and lacks sufficient detail to address the current situation at the abandoned mine site; 'complete' reclamation instead will take place at the direction of the USFS, in accordance with their ultimate instructions—and has nothing more to do with the Cummings' 1995 Rec. Plan….is this correct?

I just wanted to be clear on this "paperwork" detail before sending out the NOV to the Cummingses, since ordinarily an NOV outlines steps the operator may take to abate the violation. In this case, it appears there is nothing more they can do and the clock will start on inevitable forfeiture of the FA….is that your understanding as well?

Thanks. It was good seeing everybody together out there. Hope everybody made it back safely!

-Brandon

Brandon Pangman
Assistant Director
Sierra County Planning & Building Department
101 Courthouse Square
P.O. Box 530
Downieville, CA 95936
ph: (530) 289-3251 x248
fax: (530) 289-2828

bwp:05-___

From: Luksic, Michael@DOC [mailto:Michael.Luksic@conservation.ca.gov]
Sent: Thursday, May 29, 2014 11:19 AM
To: Duncan, Donna M -FS; Brandon Pangman
Subject: Cole Cash mine, CA ID# 91-46-0007

Hi Donna and Brandon,

Thank you for organizing the inspection yesterday at the Cole Cash mine, CA ID# 91-46-0007. Since during the meeting in LaPorte, where you both stated that you had not seen the "Draft Scoping Study Report-Cold Cash, by VESTRA" I found a copy and can share it with you. It is not a signed final document, but was forwarded by the new claim owners for our info. The maps within it show the new claim boundaries and also indicate the new claim names and numbers. It is not an official submittal from the claim owners.

Respectfully,

Mike Luksic, PG 7310
Department of Conservation
Office of Mine Reclamation
Compliance Section
801 K St, MS 09-06,
Sacramento CA 95814-3530
(916) 445-0395 Phone
(916) 322-4862 Fax
Mike.Luksic@conservation.ca.gov
http://www.conservation.ca.gov/omr/Pages/Index.aspx

Brandon Pangman

From: Luksic, Michael@DOC <Michael.Luksic@conservation.ca.gov>
Sent: Monday, July 21, 2014 4:33 PM
To: Brandon Pangman
Subject: Cole Cash, 46-0007, mining claim status
Attachments: claim 37822Request.pdf; claim 37823Request.pdf; claim 37824Request.pdf; claim37825Request.pdf; claim37826Request.pdf; claim 37877Request.pdf; SOR FORM AND INSTRUCTIONS - JP APPROVED 4-24-14.docx; SOR LETTER TO LA - JP APPROVED 4-24-14.docx

Good afternoon Brandon,

As discussed, the lack of recent inspection reports is one of the issues needing to be resolved by the County. The section of the 2011 and 2012 inspection report form that asks about the mining claim numbers inaccurately indicates that those mining claim numbers are still valid. They are not valid anymore. The BLM LR-2000 files (attached) indicate these claims have been "abandoned/forfeited". This is additional evidence that the old operation needs to be brought into compliance by having the abandonment issues brought up in a public hearing in Sierra County.

Mr. James Morris has restaked the old abandoned/forfeited claims as his new Cold Cash #1 through #7 mining claims in 2009, and new mining claim numbers were assigned by the BLM. However, Mr. Morris has not completed the SMARA requirements for purchasing a SMARA mine, and for the purpose of SMARA, the Cole Cash mine, 46-0007 has been abandoned. Janet and Lawrence Cumming's Cole Cash mine has an existing financial assurance mechanism of approximately $5,050 that can only be used for the reclamation of that mine.

The mining claim information is presented for you as the lead agency to know the actual status. It is a small matter but the new inspection form for the 2013 and 2014 inspections for this mine should state that the mining claims described by the operator of record in the approved reclamation plan were forfeited due to non-payment by the former owner.

I have also attached an affidavit of assessment work for seven new mining claims in the area of the old Cole Cash mine, 46-0007. Mr. James Morris has ownership of the new mining claims, but not the permit, or permission of the USFS or lead agency to perform any mining, at least not on Cold Cash #1.

Please submit the missing inspection reports and schedule a public hearing in Sierra County to seize the existing FAM, so we can get the abandoned Cole Cash mine, ID# 46-0007, reclaimed as best as possible and out of SMARA requirements.

I have also included a copy of the April 29, 2014 OMR letter regarding New Statement of Responsibility and Assumption of Legal and Operational Authority Forms" that describes what new owners should do. If they had followed the requirements of a new owner in 2007, then this mine may not have become abandoned. Additionally, if they would have taken advantage of the SB-180 program, they could have come out of abandonment and been deemed "idle". Now that time has expired on SB-108 program, we cannot let this mine operate without a new reclamation plan, financial assurances and a permit. It is to the new claim owners advantage to support the seizure and reclamation with the former owners FAM. The new owner can take his time obtaining a new Permit, Reclamation plan and Financial assurances, if he intends to mine in the future. I'm hopeful that the new owner would agree.

Sincerely,
Mike Luksic

Brandon Pangman

From: Duncan, Donna M -FS <dmduncan@fs.fed.us>
Sent: Friday, June 19, 2015 9:26 AM
To: Brandon Pangman
Subject: RE: SMARA Inspection Reports

Thanks for the update. I may try to get the Cole Cash reclamation process started. We also have several steps to go through.
I assume you'll let Morton know about that exemption. We'll continue to process his PoO, and he can pursue that exemption with you, if he chooses.

Donna M. Duncan
CMA #38, FPO, OSC
Forest Minerals Administrator/Program Manager

Forest Service
Plumas National Forest

p: 530-283-7614 Quincy
P: 530-532-7461 Oroville
c: 530-394-8067
f: 530-283-1821 Quincy
f: 530-532-1210 Oroville
dmduncan@fs.fed.us

39696 Hwy 70
Quincy, CA 95971
www.fs.fed.us

Caring for the land and serving people

From: Brandon Pangman [mailto:bpangman@sierracounty.ca.gov]
Sent: Thursday, June 18, 2015 9:36 PM
To: Duncan, Donna M -FS
Cc: Kathy Whitlow; Sara Smith
Subject: RE: SMARA Inspection Reports

Donna,

Sorry for the slow response on your e-mail below.

Actually, we just yesterday met with Ian Stevenson of the Cal. Office of Mine Reclamation—Dept. of Conservation (OMR) and discussed this. He clarified for us that we should focus on the original operator (Cummings) and not let the new owner/potential operator muddle things up by filing SMARA Annual Reports---he is not legally responsible for the mess and not the operator in responsible charge. OMR said we are o.k. to officially declare the mine "abandoned" under SMARA and seek the State's concurrence on releasing the financial assurances---which we can release to the USFS since you all appear to be in the best position to take the lead on reclamation/remediation as we discussed. It's not much money ($5000 and change) but it's better than nothing. OMR said they would support this and allow the mine (under the Cummings operation/Rec. Plan) to be taken off the State's list of SMARA mines. Then the new operator (Morris) can apply to get a new POO approved with the USFS and a new Rec Plan/FA with the County.

There is a process we have to follow to seize the financial assurances (60 day notice, public hearing, possible appeal, State concurrence…), but with OMR's consent, finally, I would like to push forward with this. You all (USFS) can continue doing whatever you had planned to do anyway as far as reclamation/remediation goes; the only difference is that (hopefully) we will be able to send you $5K for your troubles.

How's that sound?

On the Taber: we might have an "out" for Mr. Morton, in the form of a SMARA exemption (PRC 2714(f)—"mining of infrequent nature with minor surface disturbances"). He would have to petition the State Mining & Geology Board himself (they are the only ones with authority to grant this exemption) but OMR and the County will support him if he decides to pursue this. If successful, he can maintain his POO with you and get out from under SMARA completely. Then, as far as we are concerned, you can take all the time you want. ☺

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

bwp:06-____

From: Duncan, Donna M -FS [mailto:dmduncan@fs.fed.us]
Sent: Friday, June 05, 2015 1:31 PM
To: Brandon Pangman
Subject: RE: SMARA Inspection Reports

Thanks for those.
Are there any new developments in seizing the bond for Cole Cash?
The NEPA for Taber is still stalled. We've had a turnover in NEPA planners and things are bogged down. I know Morton will not be happy, but his PoO may not get approved until the end of this summer.

Donna M. Duncan
CMA #38, FPO, OSC
Forest Minerals Administrator/Program Manager

Forest Service
Plumas National Forest

p: 530-283-7614 Quincy
P: 530-532-7461 Oroville
c: 530-394-8067
f: 530-283-1821 Quincy
f: 530-532-1210 Oroville
dmduncan@fs.fed.us

39696 Hwy 70
Quincy, CA 95971
www.fs.fed.us

Caring for the land and serving people

From: Brandon Pangman [mailto:bpangman@sierracounty.ca.gov]
Sent: Wednesday, June 03, 2015 5:07 PM
To: Duncan, Donna M -FS
Cc: Kathy Whitlow; Sara Smith
Subject: SMARA Inspection Reports

Hi Donna,

Attached, for your records, please find the SMARA annual inspection reports for the Taber Mine and Cole Cash Mine – for 2013 and 2014 inspection years (July 1 – June 30 of each year).

I apologize these weren't transmitted to you earlier. The State changed their inspection reporting form radically in 2013, and we have been struggling to comply with the new reporting requirements.

Let me know if you have any questions.

Take care,

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

bwp:06-___, encls.

Exhibit 11
2001 Violation Photos

Exhibit 11

COLE CASH
OCTOBER 5, 2001

VIOLATION:
TRENCHING +
BACKFILLING

COLE CASH

OCTOBER 5, 2001

VIOLATION: TRENCHING + STOCKPILING

Exhibit 12
Office of Mine Reclamation
2013 Violation Notice

Exhibit 12

DEPARTMENT OF CONSERVATION
OFFICE OF MINE RECLAMATION

801 K STREET • MS 09-06 • SACRAMENTO, CALIFORNIA 95814
PHONE 916 / 323-9198 • FAX 916 / 445-6066 • TDD 916 / 324-2555 • WEB SITE conservation.ca.gov

Received
OCT 4 2013
Sierra County Planning & Building Departments

September 27, 2013

VIA CERTIFIED MAIL: 7013 1710 0000 9857 6876

Cole Cash, Owner/Operator
Cole Cash Mine
17153 New York House Road
Brownsville, CA 95919

VIA CERTIFIED MAIL: 7013 1710 0000 9857 6883

Brandon Pangman, Planner
County of Sierra
PO Box 530, 101 Courthouse Square
Downieville CA 95936

Dear Cole Cash and Brandon Pangman:

NOTICE TO OWNER/OPERATOR OF FAILURE TO FILE THE 2012 MINING OPERATION ANNUAL REPORT, COLE CASH MINE, CALIFORNIA MINE ID #91-46-0007

FIFTEEN DAY NOTICE TO THE COUNTY OF SIERRA PURSUANT TO PUBLIC RESOURCES CODE, SECTION 2774.1(f)

This letter serves two purposes: First, to bring to the attention of the mine owner/operator matters of non-compliance with the Surface Mining and Reclamation Act of 1975 (SMARA). Second, to provide the lead agency with notice of a requirement to enforce provisions of Public Resources Code (PRC) Division 2, Chapter 9, Section 2207 pursuant to PRC Section 2774(1)(f)(1).

Previous Mining Operation Annual Reports (MRRC-2) (annual report) filed with the Department of Conservation's (Department) Office of Mine Reclamation (OMR) indicate that the person or company named above is the owner of this mining operation. If there was a change of ownership for this mining operation during the 2012 calendar year, please notify OMR so that our records can be updated.

California PRC Section 2207(a) requires the owner or operator of a mining operation submit an annual report to the Department on forms approved by the State Mining and Geology Board. California Code of Regulations, Title 14, Section 3697(a) further provides that this report and an annual reporting fee are due and payable to the

Department "...not later than July 1 for the prior reporting year, by the owner or operator of record on the preceding December 31."

In addition, pursuant to PRC Section 2207(d)(5), "In case of late payment of the reporting fee, a penalty of not less than one hundred dollars ($100) or 10 percent of the amount due, whichever is greater, plus interest at the rate of 1½ percent [of the reporting fee] per month, computed from the delinquent date of the assessment until and including the date of the payment, shall be assessed...."

On April 30, 2013, a courtesy letter was sent informing the operator of this requirement. A review of OMR's records indicates that neither the 2012 annual report nor the reporting fee for this mining operation, were submitted to the Department.

Failure to meet these reporting requirements has serious consequences. Potential penalties may include:

1. The assessment of administrative penalties of up to $5,000 per day, assessed from the original date of non-compliance; and

2. Removal of this site from the AB 3098 list established by PRC Section 2717(b) of SMARA.

Please remit the 2012 annual report, reporting fees, late payment fee and accrued interest within thirty (30) days from receipt of this letter to the following address:

Reporting and Compliance Unit
Office of Mine Reclamation
Department of Conservation
801 K Street, MS 09-06
Sacramento, CA 95814-3529

Please give this matter prompt attention. If the requested items have been submitted to OMR and the lead agency, if assistance is needed determining the total amount due, or if there are questions regarding this matter, contact the OMR Reporting Section by email at OMR-Reporting@conservation.ca.gov or at the address above.

LEAD AGENCY NOTICE: Pursuant to PRC Section 2774.1(f)(1), the lead agency identified in this letter is hereby notified that it has fifteen (15) days from receipt of this letter to take appropriate enforcement actions in accordance with this chapter and PRC Section 2207.

Sincerely,
Debby Mayberry, Manager
Reporting and Compliance Unit

cc: Janet Cummings, Designated Agent

Exhibit 13

USFS New Management Plan for Reclamation (2016)

United States Department of Agriculture
Forest Service
Plumas National Forest
Feather River Ranger District
875 Mitchell Avenue
Oroville, CA 95965
530-534-6500
TDD: 530-534-7984
FAX: 530-532-1210

Exhibit 13

File Code: 2810
Date: February 4, 2016

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

Dear Mr. Pangman:

My staff has reviewed the Reclamation Plan held by Sierra County for the Cole Cash Mine. As the Plan is over 20 years old, site conditions and environmental protection regulations have changed. We therefore request the following measures be included for the final reclamation:

Aquatics & Wildlife: Surveys showed no detections of TES species or FS Sensitive however the natural pond is very healthy and is consistent with that of the Sierra Nevada Yellow Legged Frog (SNYLF) habitat requirements. This pond will need to be protected. All heavy equipment and other machinery should not disturb existing vegetation within a 100ft buffer.

All water diversions that direct the recycled water into settling ponds need to be improved and maintained to prevent runoff and additional sediment from flowing into the natural pond. The existing willows/riparian vegetation are used by various birds and mammals. All of the existing willows/riparian vegetation around the settling ponds and the natural pond should be protected from disturbance.

If re-vegetation is needed during final reclamation the following should be considered: In the current plan: ***Reclamation Performance Standards: #5. Native plant species shall be used for re- vegetation EXCEPT when introduced species are necessary to meet planned objectives or essential for cost effective erosion control.*** In order to maintain and preserve the habitat diversity that which sustains all biotic species, non-native plants should **not** be substituted for native plants. Non-native plants can have negative consequences to the existing species.

Botany: There are no rare plant species or non-native invasive plant species present on or adjacent to the site, and no habitat for any Federally listed plant species.

Re-seeding may not be needed, but if it is, use of non-native seeds should be avoided. Seed of the low-stature annual lotus (*Acmispon americanus*, also called *Lotus purshianus*, or by the common name Pursing's lotus and other common names) that is abundant on some of the disturbed areas would be recommended. Seed native to the northern Sierra Nevada, above roughly 2500 ft, is preferred. Other native species (grasses) that are currently estabished on the disturbed areas are *Deschampsia elongata* (slender hairgrass) and *Elymus elymoides* var.

californicus (bottlebrush squirreltail). If collection of seed of these species is not possible, seed may be available commercially.

Heritage Resources: The mine is within a historic hydraulic pit, but modern mining has destroyed the historic features. All reclamation activities should be confined to the areas of modern disturbance.

Hydrology and Soils:

This map indicates areas needing specific treatments:

Point R = Place road barrier; **Point C** = Add at least two culverts to raised road bed. Culverts to should be placed strategically away from the bottom of the road bed so the road acts as a catchment basin.
Point S = Remove culvert in stream. Area immediately adjacent and upstream of the former culvert will need to be reduced to a 3:1 slope or less and naturally revegetated.
Blue Line = Raise road bed using excess modern stock pile material and remove pipe.
Red Line = Decommission road. Rip road down to 8 to 10 inches and place weed free straw. Revegetate key locations that have erosional concerns due to slope.
Orange Line = Raise road bed using excess modern stock pile material. Road bed will act as a catchment basin for sediment.
Purple Lines = Reinforce berm and fix breaches of the settling ponds as seen in the aerial photo.
Light Blue Polygon = Revegetate because this area acts as a catchment basin when the settling ponds overflow.
Green Polygon = Use natural vegetation to enhance the areas ability to filter sediment and slow down overland flow. Place waddles in drainage to capture sediment from reaching Pine Grove Creek.

After many years of inactivity, the Cole Cash mine site has re-vegetated in most places. There are a few modern tailings/ waste rock piles than can be removed or flattened and the areas re-contoured to match the surrounding area. Reclamation should include scarfing the compacted

soil, adding waddles and weed free straw, reducing and stabilizing the slopes, and improving the berms around the settling ponds. Areas of historic hydraulic mining must be avoided. Any re-seeding should be with native plant species.

The Forest Service, Region 5 Abandoned Mine Lands (AML) crew has assessed the site and has offered their services to complete the reclamation. The Feather River Ranger District Archeologist and Hydrologist have requested they be present when the actual reclamation activities are implemented, to ensure protection of their resources.

We appreciate your cooperation and efforts to facilitate the reclamation of this mine site. If you have any questions, please contact Donna Duncan at (530) 532-7461.

Sincerely,

Randall J Gould

RANDALL J GOULD
District Ranger

cc: bpangman@sierracounty.ca.gov

Brandon Pangman

From: Duncan, Donna M -FS <dmduncan@fs.fed.us>
Sent: Tuesday, February 09, 2016 11:21 AM
To: Brandon Pangman
Subject: RE: Cole Cash hearing

I'm sorry if our letter implied the County would be doing the reclamation. It wasn't meant to.
My understanding sounds the same as yours. The County is pursuing the seizure of the bond, with the money to be used for reclamation.
As you said, the miners have not performed the reclamation, and therefore the Forest Service would use the bond money to completed the reclamation, most likely using our AML crew to do the work.
The purpose of the letter was to summarize what we discussed on the ground; what reclamation from the existing Plan will need to be completed, and what items did not apply today. Just wanted that to be in writing, so you understood all our concerns. I wasn't sure what your planned public meeting would cover.

So, yes, the FS plans to complete the reclamation, using the bond money. If that is not enough we can request extra funds, and possibly go after the past operator for any additional costs. But that would be up to our attorneys to decide. But it sound like our AML crew may be able to get the work done using the bond money.

Let me know if you have any more questions or concerns.

Donna M. Duncan
CMA #38, FPO, OSC
Forest Minerals Administrator/Program Manager

Forest Service
Plumas National Forest

p: 530-283-7614 Quincy
P: 530-532-7461 Oroville
c: 530-394-8067
f: 530-283-1821 Quincy
f: 530-532-1210 Oroville
dmduncan@fs.fed.us

39696 Hwy 70
Quincy, CA 95971
www.fs.fed.us

Caring for the land and serving people

From: Brandon Pangman [mailto:bpangman@sierracounty.ca.gov]
Sent: Tuesday, February 09, 2016 11:02 AM
To: Duncan, Donna M -FS
Cc: Tim Beals; Sara Smith; Kathy Whitlow
Subject: RE: Cole Cash hearing

Donna,

Thank you for the 2/4/16 letter regarding the USFS's recommendations on final reclamation of the Cole Cash Mine site.

It is not necessary for the USFS to be present at the Sierra County Planning Commission hearing on 2/18/16; however, of course, you are welcome to attend if you have any questions or would like to provide additional background/input. We will add the 2/4/16 letter to the administrative record.

One point of clarification, however: It was our understanding, following our joint inspection/on-site meeting on 4/28/14, that since the operator had not followed the approved Reclamation Plan and neither the Cummingses nor the new claim owner would be permitted to re-enter the site with heavy equipment to do further work—that instead the USFS was in the best position to re-evaluate *and perform* remedial reclamation work to close out the site; and that the County, for its part, would proceed with enforcement action under SMARA to formally declare the operation "abandoned" and seize the financial assurance mechanism…and forward it to the USFS to help offset the costs of final reclamation. The letter you just sent seems to assume that the County would be undertaking reclamation directly. Can you please clarify the USFS's understanding of which agency will take primary responsibility for final reclamation? (This actually matters significantly to the County and our recommendations to the Planning Commission for next week's enforcement hearing, because if the USFS will not be assuming any responsibility/cost for actual reclamation work, as I thought you would, then we may have to shift gears over here and recommend a new approach wherein we pursue administrative penalties on top of the forfeited financial assurance mechanism, to cover the full cost of complete reclamation (including administrative overhead, etc.) using a private, third-party contractor to conduct the work.)

To be clear, the County would *prefer* to have the USFS do all the final reclamation/site clean-up, using your own staff and consistent with your own recommendations following the 4/28/14 meeting and 2/4/16 letter.

Thanks, Donna. Please let us know ASAP so we can finish up the staff report and recommendation, which must go out at the end of this week.

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

From: Duncan, Donna M -FS [mailto:dmduncan@fs.fed.us]
Sent: Tuesday, February 09, 2016 10:17 AM
To: Sara Smith; Brandon Pangman
Subject: RE: Cole Cash hearing

This is going in the mail today. Let me know if you have questions.
Also, let me know if the Forest Service should be at the meeting on the 18th.

Donna M. Duncan
CMA #38, FPO, OSC
Forest Minerals Administrator/Program Manager

Forest Service
Plumas National Forest

p: 530-283-7614 Quincy
P: 530-532-7461 Oroville
c: 530-394-8067
f: 530-283-1821 Quincy
f: 530-532-1210 Oroville
dmduncan@fs.fed.us

39696 Hwy 70
Quincy, CA 95971
www.fs.fed.us

From: Sara Smith [mailto:ssmith@sierracounty.ca.gov]
Sent: Monday, February 01, 2016 8:55 AM
To: Duncan, Donna M -FS
Subject: Cole Cash hearing

Dear Donna,
The Cole Cash Hearing has been pushed back to the 18th of February 2016.
Sorry for any inconvenience. If you have any questions feel free to contact me.
Thank you.

Sara E. Smith
Planner
Sierra County Planning Department
(530) 289-3251 ext. 246
Ssmith@sierracounty.ca.gov

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Exhibit 14

Cole Cash Plan of Operation (PoO)

Exhibit 14

USDA, Forest Service

FS-2800-5 (7/95)
OMB NO. 0596-0022
EXPIRES: 07/31/98

PLAN OF OPERATIONS FOR MINING ACTIVITIES ON NATIONAL FOREST LANDS

Submitted by Lawrence Cummings (Signature) OPERATOR (Title) 3-11-97 (Date)

Plan Received by Jack R. Howell Jr. (Signature) Resource Officer (Title) 3/17/97 (Date)

I. GENERAL INFORMATION

A. Name of Mine/Project Cole CASH

B. Type of Operation PLACER
(lode, placer, mill, exploration, development, production, other)

C. Is this a (new/continuing) operation? (CIRCLE ONE)
If continuing a previous operation, this plan (replaces/modifies/supplements) a previous plan of operation. (CIRCLE ONE)

D. Proposed start-up date of operation JUNE 1 - 98

E. Expected total duration of this operation 5 YEARS

F. If seasonal, expected date of annual reclamation/stabilization close-out NOV. 1

G. Expected date for completion of all required reclamation NOV 15 ~~2002~~ 2004 extended 2 years TDH 11-6-02 LAC

II. PRINCIPALS

A. Name, address and phone number of operator LAWRENCE Cummings
17153 NEW YORK HOUSE RD. BROWNSVILLE, CALIF 95919
(916) 675-2301

B. Name, address and phone number of authorized field representative (if other than the operator). Attach authorization to act on behalf of operator.
ROBIN TAYLOR 916-675-2301 17153 NEW YORK HOUSE RD
BROWNSVILLE, CALIF 95919

C. Name, address and phone number of owners of the claims (if different than the operator):
JANET Cummings

(If more space is needed to fill out a block of information, use additional sheets and attach to form.)

D. Name, address and phone number of any other lessees, assigns, agents, etc., and briefly describe their involvement with the operation, if applicable:

_____

_____

III. PROPERTY OR AREA

Name of claim, if applicable, and the legal land description where the operation will be conducted.

MC #	Name	Section	Township	Range
37822	Pocket Gopher	31	T 22N	R 10E
37823	BARBARA L.	6-31	T 22N	R 10 E
37824	SUKI	6	T 22N	R 10 E
37825	Cole Cash	31	T 22N	R 10 E
37826	DeBi D	6-31	T 22N	R 10 E
37827	Jim Rand	6-31	T 22N	R 10 E

IV. DESCRIPTION OF THE OPERATION

A. **Access**. Show on a map (USGS quadrangle map or a National Forest map, for example) the claim boundaries, if applicable, and all access needs such as roads and trails, on and off the claim. Specify which Forest Service roads will be used, where maintenance or reconstruction is proposed, and where new construction is necessary. For new construction, include construction specifications such as widths, grades, etc., location and size of culverts, describe maintenance plans, and the type and sizes of vehicles and equipment that will use the access routes.

_____

_____

_____

_____

_____

B. **Map, Sketch or Drawing** Show location and layout of the area of operation. Identify any streams, creeks or springs if known. Show the size and kind of all surface disturbances such as trenches, pits, settling ponds, stream channels and run-off diversions, waste dumps, drill pads, timber disposal or clearance, etc. Include sizes, capacities, acreage, amounts, locations, materials involved, etc.

_____

_____

_____

_____

_____

(If more space is needed to fill out a block of information, use additional sheets and attach to form.)

C. **ProjectDescriptionDescribe all aspects of the operation including mining, milling,and exploration methods, materials, equipment, workforce, construction and operation schedule, power requirements, how clearing willbe accomplished, topsoil stockpiled, waste rock placement, tailingsdisposal; proposed number of drillholes and depths; depth of proposed suction dredging, and how gravels willbe replaces, etc. Calculate production rates of ore. Include justificationand calculations for settling pond capacities and, the size of runoffdiversion channels.**

All brush, if any would be piled to be burned. Material is hauled from pit to wash plant. Material is washed by a trommel and ran over sluice boxes, then ends up in a settling pond, which then is dipped out by a crane. Tailing are then leved out over old tailing from the forty niner days. Top soil has been saved for reclamation perposes. We hope to process 20 yards of material per day, 5 days a week. Water is pumped from ~~holding~~ settling ponds (we have 6 of them) to wash material. Once the water is pumped up to the trommel it returns to ponds for settling. (water is recycled)

(If more space is needed to fillout a block of information,use additionalsheets and attach to form.)

D. **Equipment and Vehicles.** Describe that which is proposed for use in your operation (Examples: drill, dozer, wash plant, mill, etc.). Include: sizes, capacity, frequency of use, etc.

TROMMEL 39" DIAMETER x 19' LONG, 6" WATER PUMP 2 - 4" WATER PUMPS, D7 DOZER, 2 - PICKUP TRUCKS, CASE 580 BACKHOE 150 +30 KW GENERATORS, 10" SLUDGE PUMP, 10 TON CRAWLER CRANE, 30' SLUICE BOX, 12' CONVEYOR, 8'x10' HOPPER W/ VIBRATING FEEDER, 2 YD HYD EXCAVATOR, DUMP TRUCK, 2 YD LOADER, MOST EQUIPMENT WILL BE USED DAILY

E. **Structures** Include information about fixed or portable structures or facilities planned for the operation. Show locations on the map. Include such things as living quarters, storage sheds, mill buildings, thickener tanks, fuel storage, powder magazines, pipe lines, water diversions, trailer, sanitation facilities including sewage disposal, etc. Include engineering design and geotechnical information for project facilities, justification and calculations for sizing of tanks, pipelines and water diversions, etc.

2 - PARTS STORAGE SHEDS, 1 CHEMICAL TOILET
2 - TRAVEL TRAILERS -

V. ENVIRONMENTAL PROTECTION MEASURES (SEE 36 CFR 228.8)

A. **Air Quality.** Describe measures proposed to minimize impacts on air quality such as obtaining a burning permit for slash disposal or dust abatement on roads.

MATIAL WILL BE WASTED SO SHOULD BE VERY LITTLE DUST. ROAD WILL BE WATERED

(If more space is needed to fill out a block of information, use additional sheets and attach to form.)

B. **Water Quality** State how applicable state and federal water quality standards will be met. Describe measures or management practices to be used to minimize water quality impacts and meet applicable standards.

1. State whether water is to be used in the operation, and describe the quantity, source, methods and design of diversions, storage, use, disposal, and treatment facilities. Include assumptions for sizing water conveyance or storage facilities.

2. Describe methods to control erosion and surface water runoff from all disturbed areas, including waste and tailings dumps.

3. Describe proposed surface water and groundwater quality monitoring, if required, to demonstrate compliance with federal or state water quality standards.

4. Describe the measures to be used to minimize potential water quality impacts during seasonal closures, or for a temporary cessation of operations.

5. If land application is proposed for waste water disposal, the location and operation of the land application system must be described. Also describe how vegetation, soil, and surface and groundwater quality will be protected if land application is used.

WATER WILL BE USED TO WASH MATERIAL, ALL MUDDY + EXCESS WATER WILL DRAIN BACK TO THE SETTLENGS PONDS TO BE REUSED, NO WATER FROM THE PLANT OPERATIONS WILL LEAVE THE CLAIM SITE, NO MECURY OR OTHER HAZARDOUS CHEMICALS WILL BE USED IN THESE OPERATIONS. ENVIRONMENT WILL BE PROTECTED.

C. **Solid Wastes.** Describe the quantity and the physical and chemical characteristics of solid waste produced by the operation. Describe how the wastes will be disposed of including location and design of facilities, or treated so as to minimize adverse impacts.

TAILING WILL BE DIPPED OUT BY THE CRANE AND THEN LEVELED OVER OLD TAILING BY D 7 DOZER.

D. **Scenic Values.** Describe protection of scenic values such as screening, slash disposal, or timely reclamation.

ALL SLASH WILL BE BURNED AND TRASH AND SCRAP WILL BE HAULED OFF.

(If more space is needed to fill out a block of information, use additional sheets and attach to form.)

E. **Fish and Wildlife** Describe measures to maintain and protect fisheries and wildlife, and their habitat (includes threatened, endangered, and sensitive species) affected by the operations.

NO WATER USED IN OPERATION WILL LEAVE SITE
NO MUD FROM OPERATIONS WILL LEAVE SITE

F. **Cultura Resources.** Describe measures for protecting known historic and archeological values, or new sites in the project area.

NO KNOW HISTORIC OR ARCHEOLOGICAL VALUES ON ANY CLAIMS, IF ANY ARE FOUND THEY WILL BE PROTECTED AND PROPER AUTHORITILES NOTIFIED.

G. **Hazardous Substances.**

1. Identify the type and volume of all hazardous materials and toxic substances which will be used or generated in the operations including cyanide, solvents, petroleum products, mill, process and laboratory reagents.

NONE

2. For each material or substance, describe the methods, volume, and frequency of transport (include type of containers and vehicles), procedures for use of materials or substances, methods, volume, and containers for disposal of materials and substances, security (fencing), identification (signing/labeling), or other special operations requirements necessary to conduct the proposed operation.

WILL USE GENERATOR TO OPERATE PUMPS & THE PLANT. HAVE GATE ACCROSS ROAD FOR SECURITY, MINING CLAIMS WILL BE POSTED FOR IDENTIFICATION

(If more space is needed to fillout a block of information, use additional sheets and attach to form.)

3. Describe the measures to be taken for release of a reportable quantity of a hazardous, or the release of a toxic substance. This includes plans for spill prevention, containment, notification, and cleanup.

All operations will stop and the E.P.A. will be notified.

H. **Reclamation** Describe the annual and final reclamation standards based on the anticipated schedule for construction, operations, and project closure. Include such items as the removal of structures and facilities including bridges and culverts, a revegetation plan, permanent containment of mine tailings, waste, or sludges which pose a threat of a release into the environment, closing ponds and eliminating standing water, a final surface shaping plan, and post operations monitoring and maintenance plan.

At the end of operations all buildings, equipment, fuel, oil, grease, scrap and trash will be removed from property. Reclamation would be done.

VI. FOREST SERVICE EVALUATION OF PLAN OF OPERATIONS

A. Required changes/modifications/special mitigation for plan of operations: 1. Occupancy approved by self contained travel trailers on claim(s). 2. Excavation confined to hydraulic pit. If working face begins to undercut trees & other vegetation, FS approval will be required before removing trees/vegetation affected. 3. Seasonal reclamation: level & contour tailings piles to minimize erosion. Construct water bars where necessary. 4. Fuel Storage: In approved containers not to exceed 500 gallons stored in impermeable catchment basin large enough to contain maximum amount of fuel to be stored. 5. Sanitation: Chemical toilet - self contained trailers - to be disposed of at county approved dump station. 6. Litter removal - All trash to be hauled to county approved dump site. 7. Fires - Campfires only permitted with FS approved campfire permit.

(If more space is needed to fillout a block of information, use additional sheets and attach to form.)

B. **Bond.** Reclamation of all disturbances connected with this plan of operations is covered by Reclamation Performance Bond No. _____, dated _____, signed by _____* (Principal) and _____ (Surety), for the penal sum of _____. This Reclamation Performance Bond is a guarantee of faithful performance with the terms and conditions listed below, and with the reclamation requirements agreed upon in the plan of operations. This Reclamation Performance Bond also extends to and includes any unauthorized activities conducted in connection with this operation.

The bond amount for this Reclamation Performance Bond was based on a bond calculation worksheet. The bond amount may be adjusted during the term of this proposed plan of operations in response to changes in the operations or to changes in the economy. Both the Reclamation Performance Bond and the bond calculation worksheet are attached to and made part of this plan of operations.

Should the bond delivered herewith, or any bond delivered hereafter in connection with this plan of operations, no longer be in effect, the operator shall, within 30 calendar days of receipt of the Forest Service demand, furnish a new bond satisfactory to the Forest Service. Until such time that a satisfactory bond is received by the Forest Service, no further operations other than reclamation activities will be allowed.

Acceptable bond securities (subject to change) include:

1. Negotiable Treasury bills and notes which are unconditionally guaranteed as to both principle and interest in an amount equal at their par value to the penal sum of the bond; or
2. Certified or cashier's check, bank draft, Post Office money order, cash, assigned certificate of deposit, assigned savings account, blanket bond, or an irrevocable letter of credit equal to the penal sum of the bond.

TERMS AND CONDITIONS

A. If a bond is required, it must be furnished before approval of the plan of operations.

B. Information provided with this plan marked confidential will be treated in accordance with the agency's laws, rules and regulations.

C. Approval of this plan of operations does not constitute certification of ownership to any person named herein and/or recognition of the validity of any mining claim named herein.

D. Approval of this plan does not relieve me of my responsibility to comply with other applicable state or federal laws, rules or regulations.

E. If previously undiscovered cultural resources (historic or prehistoric objects, artifacts, or sites) are exposed as a result of operations, those operations will not proceed until notification is received from the Authorized Officer that provisions for mitigating unforeseen impacts as required by 36 CFR 228.4(e) and 36 CFR 800 have been complied with.

F. This plan of operations has been approved for a period of 5 years or until November ~~2002~~ 2004. A new or revised plan must be submitted in accordance with 36 CFR part 228, subpart A, if operations are to be continued after that time period.

TDH 11-6-02
LAC

*Note: Bond ($5,000) held by Sierra County.

OPERATINGPLANACCEPTANCE:

I/We have reviewed and agree to comply withall conditions in this plan of operations including the required changes, modifications, special mitigation,and reclamation requirements. I/We understand that the bond willnot be released until the Authorized Officer in charge gives writtenapproval of the reclamation work.

Lawrence [illegible] 3-25-98

Operator (or Authorized Representative) (Date)

OPERATINGPLANAPPROVAL:

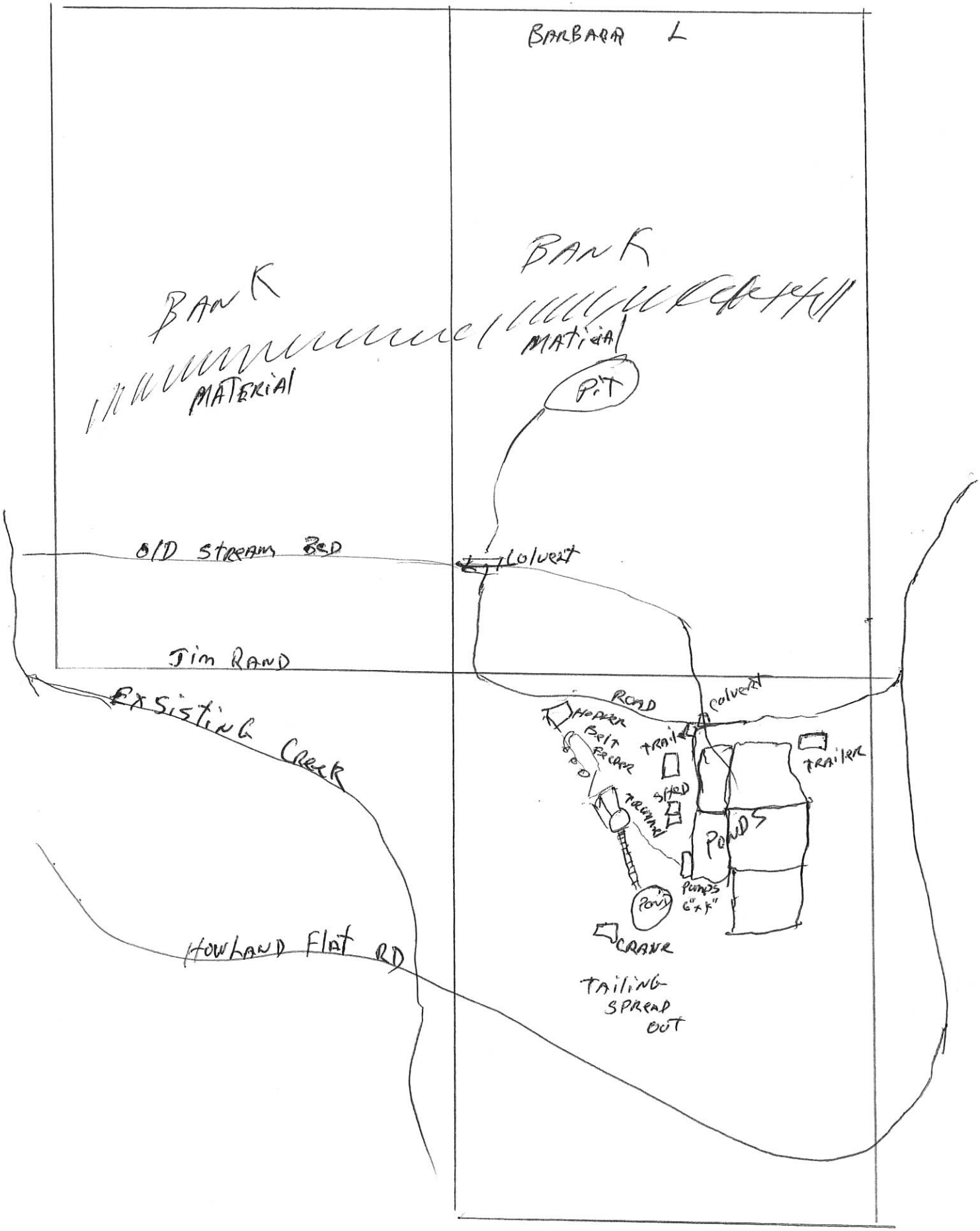
Bruce E. Bernhardt DISTRICT RANGER

(Name) (Title)

BRUCE E. BERNHARDT 6-23-98

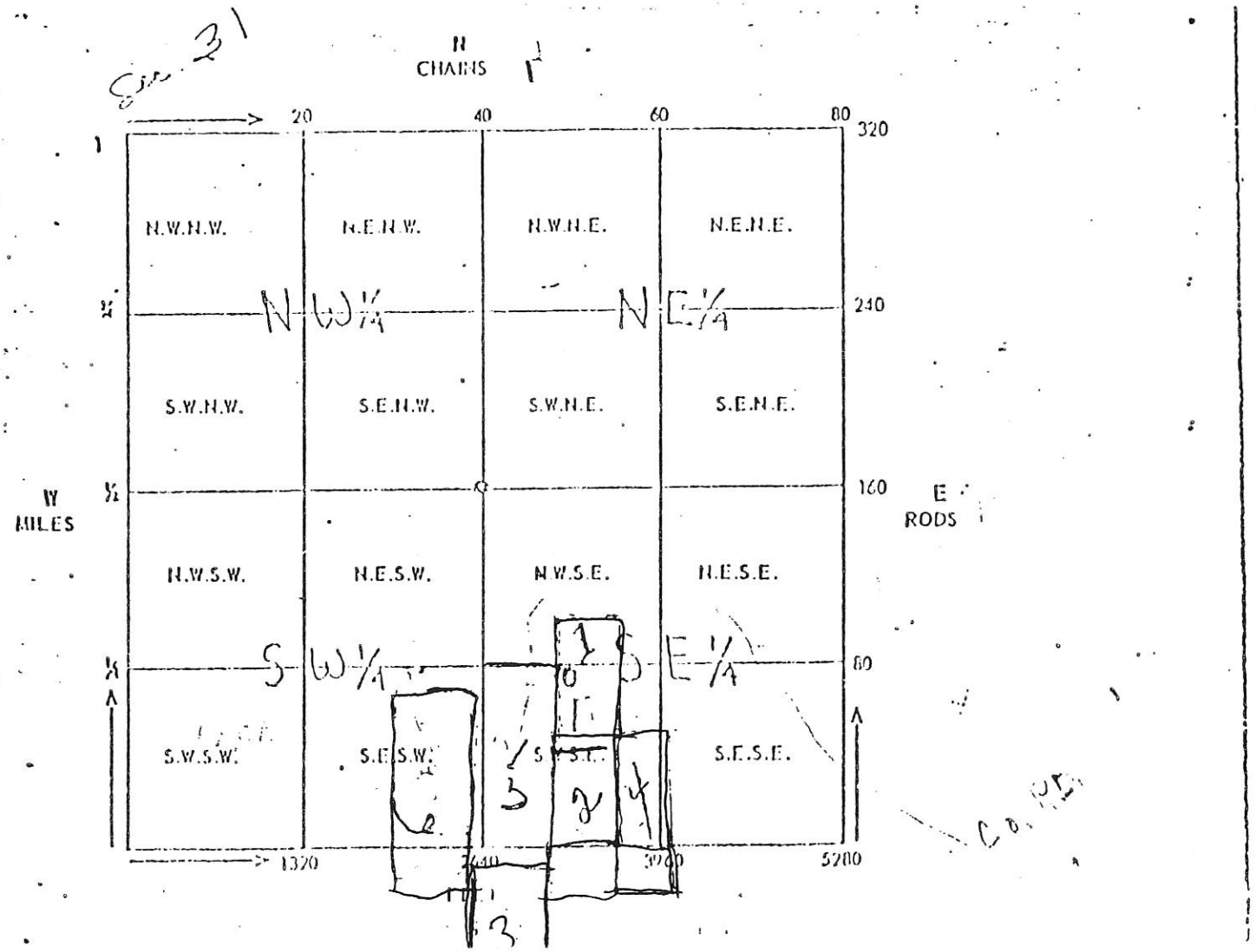
(Authorized Officer) (Date)

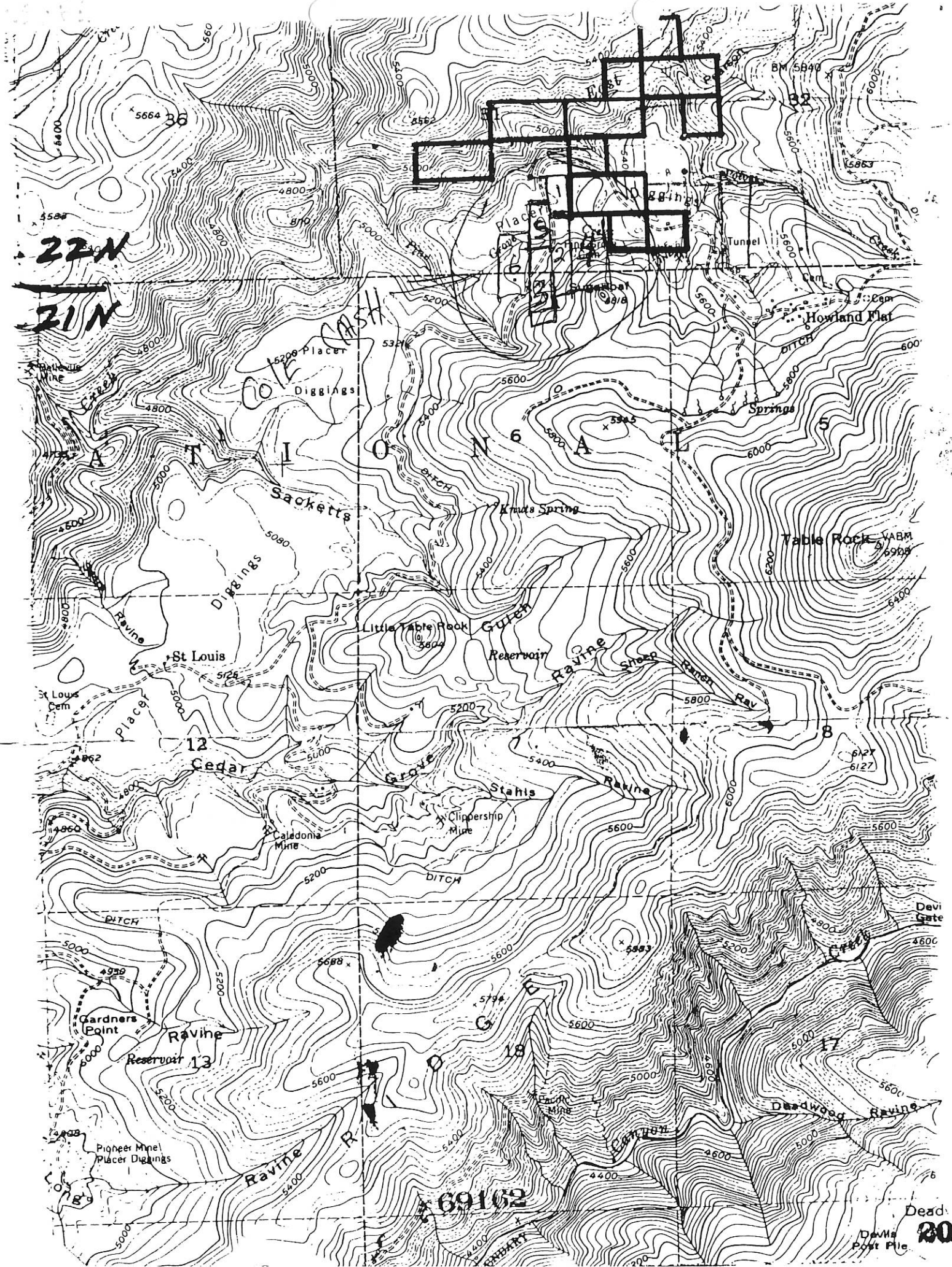
Public reporting burden for this collection of informationis estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintainingthe data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information,including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB #0596-0022), Washington, D.C. 20503.


BARBARA L
BANK
MATERIAL
BANK
MATERIAL
PIT
OLD STREAM BED
culvert
JIM RAND
EXISTING CREEK
ROAD
culvert
HOPPER
BELT
FEEDER
TRAIL
TRAILER
SHED
TRUCKLOAD
PONDS
PUMPS
6"x4"
POND
CRANE
HOWLAND FLAT RD
TAILING
SPREAD
OUT

Claim Name		Sectn.	Tnshp.	Range	Acres	Placer
Cole Cash ✓	1	31	22	10	20	Placer
Barbara L ✓	2	6/31	"	"	20	Placer
S.V. Kid	3	6	"	"	20	Placer
Jim RAND	4	6/31	"	"	20	Placer
DEBID	5	6/31	22	10	20	Placer
Pocket Gopher	6	31	22 N	10 E	20	Placer

Plot approximate location of mining claim(s) on the section diagram below.




22N
21N
COLE CASH
Placer Diggings
Howland Flat
Springs
Sackettts
Knots Spring
Table Rock
Little Table Rock
Gulch
Reservoir
Ravine
Sheep Ranch Rav
St Louis
St Louis Cem
Placer
Cedar
Grove
Stahls
Clippership Mine
Caledonia Mine
DITCH
Gardners Point
Ravine
Reservoir
Pioneer Mine
Placer Diggings
Deadwood Ravine
Canyon
Devils Post Pile
69162
BM 5840
Tunnel
Cem
Bathville Mine
Creek
Devil Gate
Dead
207

United States Department of Agriculture
Forest Service
Plumas National Forest
Feather River Ranger District
875 Mitchell Avenue
Oroville, CA 95965-4699
(530) 534-7984 Text (TDD)
(530) 534-6500 Voice

File Code: 2800 Minerals
Case 325

Date: November 6, 2002

Mrs. Lawrence Cummings
17153 New York House Road
Brownsville, CA 95919

Dear Mrs. Cummings:

This letter is to follow up the telephone conversation you had with Tricia Humpherys, Public Service Staff, today regarding extending the Plan of Operations for the Cole Cash mining claim. As you discussed with Ms. Humpherys, your Plan is being extended for two more seasons, as indicated on pages 1 and 8 of your Plan. Please review the items noted on your Plan where Ms. Humpherys has extended the expiration date, initial where indicated, and return the Plan to my office.

During your conversation, you discussed several other items related to activities on the Cole Cash mining claim. I will review these to capture and clarify the points discussed.

1. **Mining equipment on the claim that does not belong to you:** You noted that there are several pieces of equipment on the claim that do not belong to you, and are not associated with your mining activities. You stated that on at least two occasions you had provided permission to people to temporarily store their equipment on the claim, with the understanding that the items would be removed shortly. However, items were not removed, and your attempts to contact the owners to remove their property were unsuccessful. Ms. Humpherys agreed to meet with you on site next summer to determine what belongs to you and what does not. After that, the Forest Service can work toward impoundment/removal of the abandoned equipment.

2. **Limited mining activity over the past two seasons:** Ms. Humpherys noted that mining claim inspections have reported the appearance of little mining occurring over the past two years on your claim. You explained that you had conducted your assessment work, and some other minor activity, but that your operator had quit and you had not been able to replace him, significantly impacting your ability to operate. Your intent is to conduct increased mining activity next year, as outlined in the Plan of Operations.

3. **Seasonal Reclamation:** Ms. Humpherys requested that you make a final visit to the site this fall to complete seasonal reclamation, as described in your Plan of Operations. She specifically noted the importance of ensuring that no open containers of oils and other fluids are left on site, with the risk of spilling or overflowing this winter, and the

importance of removal or proper storage of batteries. It was recommended to remove from the site any property that is not covered by your Plan, and is not necessary for your mining activities.

Thank you for taking the time to discuss your mining activities with Ms. Humpherys. She looks forward to meeting with you on site next season. I appreciate your concern with, and interest in, complying with your Plan of Operations. If you have further questions please contact Ms. Humpherys at (530) 534-6500.

Sincerely,

Jerome Caston Sr.

JEROME CASTON, SR.
District Ranger

United States Department of Agriculture
Forest Service
Plumas National Forest
Feather River Ranger District
875 Mitchell Avenue
Oroville, CA 95965-4699
(530) 534-7984 Text (TDD)
(530) 534-6500 Voice

File Code: 2800 Minerals
Case 325

Date: December 18, 2006

Mr. and Mrs. Lawrence Cummings
17153 New York House Road
Brownsville, CA 95919

Dear Mr. and Mrs. Cummings:

A recent review of our mining claim files has indicated that your plan of operations for mining activities at the Cole Cash mining claim expired November 15, 2006. Final reclamation of the site is required following completion of mining activities. Reclamation requirements are described in the Reclamation Plan, which was approved by the Plumas National Forest and Sierra County.

Due to the lateness of the season and possible inaccessibility to the site due to snow conditions, I would like to schedule a field visit with you and Sierra County Mine Reclamation staff next spring to review your reclamation activities. I am proposing to meet at the mining claim at 10:00 a.m. on Thursday, June 14th, 2007. Please let me know if this date will work for you, assuming the site is accessible and free of snow.

If you wish to continue mining activities at the Cole Cash mine, please submit a new plan of operations so that my staff can review your proposal this winter. The plan should address your stage of mineral activity, your proposal for continuing operations, as well on-going and final reclamation activities. If you do propose to mine next season, I would still like to meet with you and Sierra County on-site June 14th to review your mining activities.

I have attached a blank plan of operations form for your use if you intend to submit a new plan. Please contact Public Service Staff Tricia Christofferson at (530) 534-6500 with any questions and to notify her of your availability June 14th, 2007.

Sincerely,

Tricia Christofferson

For KAREN L. HAYDEN
District Ranger

Encl.

Cc: Tim Beales, Director, Sierra County Planning Department

abandoned the surface mining operation without completing reclamation, and directs staff to take all steps necessary to: seize the Financial Assurance Mechanism secured by the Sierra County Treasurer for this purpose; cooperate with state and federal agencies to ensure the site is adequately reclaimed; satisfy the requirements of the Surface Mining and Reclamation Act; and notify the mine operator of same.

The foregoing Resolution No. 2016-01 of the County of Sierra was passed and adopted by the Planning Commission on the 18th day of February, 2016, by the following vote:

AYES:	Commissioners Fisher, Christensen, Cammack
NOES:	None
ABSENT:	Commissioners Devore, Eldred
ABSTAIN:	None

ATTEST:

TIM H. BEALS, SECRETARY
PLANNING COMMISSION

Irving Christensen, CHAIRMAN
PLANNING COMMISSION

23008

COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

TIM BEALS, Director of Planning
Sierra County Planning Dept.
P.O. Box 98
Downieville, cA 95936

123008

OFFICIAL RECORDS
RECORDING REQUESTED BY
Sierra County Planning
97 JAN 15 AM 11:20
SIERRA CO., CA
MARY J. JUNGI RECORDER
VOL 130 PG 149 FEE n/c

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

PERFORMANCE AND SECURITY AGREEMENT

(JANET & LAWRENCE CUMMINGS, Permittee)

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

(Additional recording fee applies)

Recording requested by and
when recorded mail to:
TIM BEALS, DIRECTOR OF PLANNING
Sierra County Planning Department
Post Office Box 98
Downieville, CA 95936

Space Above for Recorder's Use

PERFORMANCE AND SECURITY AGREEMENT

PARTIES

THIS PERFORMANCE AND SECURITY AGREEMENT ("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

Janet and Lawrence Cummings
"PERMITTEE"

FACTUAL BACKGROUND

NOW THEREFORE, in consideration of the foregoing and each and every covenant and condition contained herein, the parties hereto agree as follows:

A. PERMITTEE Janet and Lawrence Cummings

B. PERMITTEE is the lessee of certain real property owned by United States Forest Service., a public agency ("Land Owner") commonly known as: Cole Cash Mine, consisting of approximately two (2) acres of a larger parcel ("the Property") and described as:

SE 1/4 of Section 31
T22N, R10E, MDB&M

APN 001-090-004-0

C. PERMITTEE has requested approval for a reclamation plan ("the Plan") for a surface mining operation on the Property identified as Sierra County Planning Department File No. 1000 ("the Project").

D. On or about May 11, 1995, the Sierra County Planning Commission approved the Reclamation Plan for the Project to the terms and conditions of the Reclamation Plan, a copy of which is attached hereto as Exhibit A , incorporated herein by this reference. The conditions of the Plan are hereinafter collectively referred to as the "Secured Conditions".

E. Condition B.4 requires the PERMITTEE to post a security deposit in the amount of 100% of the approved estimate for Project reclamation costs. Those are attached hereto as Exhibit B and incorporated herein by this reference (hereinafter collectively referred to as "Security Deposit").

F. It is the purpose of this Agreement to assure that all of the terms and conditions of the Reclamation Plan are fully performed, including Site Preparation, Project Operation, Reclamation, Mitigation Program, United States Forest Service Reclamation and Erosion Control Plan Terms and Condions and applicable provisions of the Sierra County Code, California State Statutes and Administrative Regulations and Federal Statutes and Administrative Regulations, inclusive (collectively referred to as the "Secured Conditions").

OPERATIVE PROVISIONS

1. INCORPORATION OF FACTUAL BACKGROUND.

The foregoing Factual Background is incorporated herein by this reference and it is agreed by the parties that the foregoing constitutes the true facts and circumstances underlying and giving rise to the formation of this Security Agreement and the parties intend to be bound thereby. The Factual Background is an integral part of this Agreement and not "mere recitals".

2. SECURITY DEPOSIT.

The PERMITTEE shall deposit with the Sierra County Treasurer, on or before thirty days after approval of this Agreement by the Board of Supervisors and the PERMITTEE, and prior to commencing any activity on the Property which is the subject of the Permit, the sum of Five Thousand Dollars ($5,000.00) in the form of cash, or a cashier's or certified check made payable to the order of the Sierra County Treasurer/Tax Collector. The Deposit is an estimate and may be high or low in any category or collectively. The Deposit is held as security for full performance of all the terms and conditions of the Permit and to secure full and faithful performance of the Project, including those items referenced in Factual Background paragraph 7. The Security Deposit shall be held for the benefit of the COUNTY, as lead agency, the Department of Conservation, and the United States Forest Service.

3. RETENTION OF SECURITY DEPOSIT.

The Security Deposit shall be placed in an interest-bearing account at the Treasurer's sole discretion. The interest therein shall accumulate and be added to the Security Deposit and be utilized by the COUNTY to assure performance under this Agreement.

4. USE OF FUNDS.

In the event that the PERMITTEE fails or refuses to perform any of the Secured Conditions, within the time periods proscribed herein, the COUNTY may, with or without notice, undertake to perform the Secured Conditions and concurrently therewith may draw down a portion or all of the Security Deposit to pay for the performance of the Secured Conditions and/or pay for costs arising under the terms of this Agreement. The Security Deposit may be utilized to pay for all direct and indirect cost of performance, including COUNTY administrative costs, consultant and/or contract services costs and attorney's fees, including County Counsel costs, if incurred.

5. PERFORMANCE.

PERMITTEE may commence performance of all of the Secured Conditions after the full execution and delivery of this Agreement and the posting of the Security Deposit as specified herein. If the PERMITTEE fails to commence or complete the work within the periods specified in this Agreement and the Permit, the COUNTY may (but shall not have the obligation to) commence

and complete such work by contract or otherwise and to recover the full cost and expenses thereof from the Security Deposit, the PERMITTEE or any combination thereof. PERMITTEE's obligation of performance of all of the Terms and Conditions of this Agreement and the Permit is not limited by or to the Security Deposit. PERMITTEE is responsible to perform all of the terms and conditions of this Agreement and of the Permit irrespective of the actual cost thereof. In the event PERMITTEE fails to so perform for any reason, and the Security Deposit is inadequate to cover the direct and indirect cost of curing or remedying such failure of performance, PERMITTEE shall be liable to the COUNTY for the full direct and indirect costs of curing or remedying such failure of performance over and above the Security Deposit amount.

6. RELEASE OF FUNDS.

Upon performance of all of the Secured Conditions, the Security Deposit, or any remaining balance thereon, including interest accrued thereon, shall be returned to PERMITTEE. Performance shall be evidenced by a Certificate of Performance, substantially in the form attached hereto as Exhibit C, signed by the Director of Public Works. However, neither the issuance of a Certificate of Performance, nor any periodic or progress inspection or approval shall constitute a waiver by the COUNTY of any defect in the performance of any condition or a breach of this Agreement or the Permit.

7. INDEMNIFICATION.

PERMITTEE does hereby indemnify and holds harmless COUNTY, and COUNTY's officers, officials, employees, independent contractors, volunteers, and agents from and against:

(a) any and all claims, actions, and proceedings relating to:

(1) any breach or default in the performance of, or the omission to perform, any obligation on PERMITTEE's part under any term or condition of this Agreement and the Permit, including performance or failure to perform the Secured Conditions,

(2) any negligent act or omission to act by PERMITTEE or PERMITTEE's agents, representatives, employees, contractors or subcontractors relating to the performance of, or omission to perform, any term or condition of this Agreement, and the Permit, including performance or failure to perform the Secured Conditions, and/or

(b) all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such claim, action, or proceeding brought thereon.

If any such claim, action, or proceeding is brought against COUNTY or COUNTY's officers, officials, employees, independent contractors, volunteers or agents, the COUNTY may, at its sole option, undertake the defense thereof at the PERMITTEE's cost and expense or may give notice to the PERMITTEE, who upon such notice from COUNTY shall defend the same at PERMITTEE's expense by counsel satisfactory to COUNTY.

COUNTY shall promptly notify PERMITTEE of any claim, action, or proceeding against COUNTY or COUNTY's officers, officials, employees, independent contractors, volunteers, or agents relating to the performance, or omission to perform, any term or condition of this Agreement. COUNTY and PERMITTEE shall cooperate fully in the defense of such claim, action, or proceeding.

PERMITTEE assumes all risk of damage to property or injury to persons resulting from the

performance or omission to perform under this Agreement by PERMITTEE or PERMITTEE's agents, representatives, employees, contractors and subcontractors. PERMITTEE hereby waives all claims in respect thereof against COUNTY and COUNTY's officers, officials, employees, independent contractors, volunteers and agents.

8. INTERPLEADER.

In the event of a dispute between the PERMITTEE and any third party with respect to the Deposit, the COUNTY may, at its sole election, file an action in interpleader in the Superior Court for such action, less the COUNTY's costs and reasonable County Counsel costs or fees of outside counsel for such filing.

9. INTERPRETATION AND ENFORCEMENT.

9.1 INDEPENDENT CONTRACTOR. At all times during the term of this Agreement. PERMITTEE 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. PERMITTEE shall be an independent contractor and shall not be an employee of the COUNTY. COUNTY shall have the right to control PERMITTEE only insofar as the results of PERMITTEE's services rendered pursuant to this Agreement. COUNTY shall not have the right to control the means by which PERMITTEE accomplishes services rendered pursuant to this Agreement.

9.2 LICENSES, PERMITS, ETC. PERMITTEE represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for PERMITTEE to carry out the terms of this Agreement. PERMITTEE represents and warrants to COUNTY that PERMITTEE 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 PERMITTEE to carry out the terms of this Agreement.

9.3 TIME. PERMITTEE shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of PERMITTEE'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.

9.4 STANDARD OF PERFORMANCE. PERMITTEE shall perform all services required pursuant to this Agreement and the Permit in the manner and according to the standards observed by a competent practitioner of the profession in which PERMITTEE is engaged.

9.5 DESIGNATED REPRESENTATIVES. Tim Beals, Director of Planning, is the representative of the COUNTY and will administer this Agreement for the COUNTY. The signatory for PERMITTEE is the authorized representative for PERMITTEE. Changes in designated representatives shall occur only by advance written notice to the other party.

9.6 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation* Code (107). For all purposes of compliance by COUNTY with a Section 107.6 of the *California Revenue and Taxation* Code, this recital shall be deemed full compliance by the COUNTY. 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.

9.7 TAXES. PERMITTEE hereby grants to the COUNTY the authority to deduct from the Security Deposit any COUNTY imposed taxes, fines, penalties and related charges which are delinquent.

9.8 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.

9.9 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 attorneys' fee, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

9.10 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.

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

> **9.11.1 NUMBER AND GENDER.** In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
>
> **9.11.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

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

9.13 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.

9.14 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.

9.15 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.

9.16 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.

9.17 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.

9.18 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.

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

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

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

9.22 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 "PERMITTEE":

10. AGREEMENT DATE. The Agreement Date is October 15, 1996.

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

"COUNTY"

COUNTY OF SIERRA

By _____
DONALD MC INTOSH
Chairman, Board of Supervisors

APPROVED AS TO FORM:

_____
WILLIAM W. PANGMAN
County Counsel

ATTEST:

_____
MARY J. JUNGI
Clerk of the Board

"PERMITTEE"

Janet and Lawrence Cummings

_____
_____

CONSENT OF LANDOWNER:

Subject to the understanding that the Landowner is not personally obligated to performance under this Agreement or the Permit, the undersigned hereby consents to the issuance of the Permit by the COUNTY to PERMITTEE and the recordation of this Agreement against the Property as described in the Factual Background above.

United States Forest Service, Plumas National Forest

By _____
for Bruce Bernhardt
District Ranger

10. AGREEMENT DATE. The Agreement Date is OCTOBER 15, 1996.

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

"COUNTY"

COUNTY OF SIERRA

Refer to previous sheet for signature

By_____
DONALD MC INTOSH
Chairman, Board of Supervisors

APPROVED AS TO FORM:
Refer to previous sheet for signature

_____
WILLIAM W. PANGMAN
County Counsel

ATTEST:

Refer to previous sheet for signature

_____
MARY J. JUNGI
Clerk of the Board

"PERMITTEE"

Janet and Lawrence Cummings

Lawrence Cummings
Janet Cummings

CONSENT OF LANDOWNER:

Subject to the understanding that the Landowner is not personally obligated to performance under this Agreement or the Permit, the undersigned hereby consents to the issuance of the Permit by the COUNTY to PERMITTEE and the recordation of this Agreement against the Property as described in the Factual Background above.

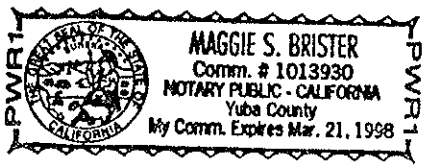
United States Forest Service, Plumas National Forest

Refer to previous sheet for signature

By_____
Bruce Bernhardt
District Ranger

State of California)
) ss.
County of Sierra)

On _____ before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) , and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

_____

State of California)
) ss.
County of Sierra)

On _____ before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) , and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____

96 228
OCT 1 5 1996

EXHIBIT A

RECLAMATION PLAN

96 228
OCT 15 1996

RECLAMATION and EROSION CONTROL PLAN

COLE CASH MINING EXPLORATION

Plumas National Forest
La Porte Ranger District

May 1994

COLE CASH CLAIMANT — DATE

Bruce E. Bernhardt
BRUCE E. BERNHARDT
District Ranger

August 29, 1994
DATE

RECLAMATION AND EROSION CONTROL PLAN

COLE CASH MINING CLAIM
PLAN OF OPERATIONS

INTRODUCTION

The area proposed for mining operations is located in an old hydraulic pit created in the late 1800s. Past mining has also occurred more recently over the last 15 to 20 years. The area has been highly disturbed by past operations. Several settling ponds remain, bare earthen areas which have not been reclaimed and are void of vegetation, and vertical hydraulic cut faces remain in a constant state of surface movement. An intermittent stream has been diverted and left to create several flooded areas containing wetland plant species.

Top soil is non existent in the project area. The wetlands environment created by the diversion of the intermittent stream consist mainly of sands and gravels washed from mining operations and erosion of the hydraulic cut slopes.

During high runoff periods, turbid water is delivered from the area to several established channels to Slate Creek. This is a significant source of turbidity to Slate Creek created during spring snow melt and runoff. Through the reclamation plan developed for this project, the opportunity exist to contain sediment to the site, and reduce the amount of turbidity to Slate Creek.

POST MINE LAND USE OBJECTIVES

The land use objectives following mining operations are watershed protection and wildlife habitat improvement. These objectives will be accomplished by recontouring the project site and establishing vegetative cover to reduce accelerated erosion. Surface runoff will be channeled to existing and created waterways and then to settling ponds in such a manor that water quality will be improved from the present condition.

Wildlife habitat will be improved from existing conditions by the establishment of riparian dependent plant species and upland species beneficial to wildlife.

BASELINE DATA

Soils and Geology - The Plumas National Forest Soil Resource Inventory has formally mapped the project site as Pits, Quarry. These are open pit excavations from which soil has been removed, mainly by past gold mining or quarry operations. The mined gravels are derived from ancient Eocene River deposits generally overlaid by more recent lava flows. Within the project site, inclusions of red clay material exists that was formed from metasedimentary rock formations.

Top soil is non existent. Except for the clay material, soils that will be used as material for plant growth is well drained, has low water holding capacity and nutrient value. Mulch and fertilizers will be needed for amendments to help improve plant establishment.

Vegetation - The project site can be segregated into three ecological types: 1) Open mixed Conifer, 2) Riparian, and 3) Ponds.

Open Mixed Conifer: This area is mostly scattered ponderosa pine, some white fir, and incensed cedar with lupine and rabbitbrush understory. The condition of this vegetation is poor due to stunted growth from low nutrient content, organic matter, and water holding capacity of the soil.

Riparian/Wetlands: Riparian vegetation surrounds a small man made drainages. Some water ponding occurs where willows, horsetails. sedges, grasses, and cattails have become established.

Ponds/Wetlands: Old settling ponds from past mining operations have very dense vegetation on all sides consisting of willows, cattails, Scirpus sp., pondweed and grasses.

Wildlife - The project area is lacking in wildlife diversity due to the sparse vegetative cover and food sources. This is mainly caused by the the basic lack of productivity potential of most hydraulic pits and quarries. Several bird species have been sighted in the area such as the willow flycatcher and waterfowl (mallards ducks). Black tail deer and Brown Bears are attached to the springs and other water sources at the project site.

Cultural Resources - The Howland Flat area is rich in local cultural history. Remains of the town site is 1/4 mile northeast. Howland Flat is typical of the old town sites of the "Northern Mines" and shows remnants of extensive placer and hydraulic diggings of the 1850-1890 era. The project site does not contain known historical or cultural features.

PROPOSED ANALYSIS AND TESTING

Little data exists that would help demonstrate soil productivity and vegetative success for reclamation in similar hydraulic pits of the same elevation and material as the Cole Cash site. Reclamation work is presently being completed at the Finger Board Pit which is a similar site. Success with native grass, forbs and shrubs will be applied to the Cole Cash site.

Grasses for erosion control was seeded at the project site in the fall of 1993 using the standard district non-native species mix (A. Orchard Grass, Luna Pubesent Wheatgrass, and Durar Hard Fescue). Fertilizer was applied using 16-20-0 (Ammonia Phospnate) with straw as mulch. This application for erosion control has been successful throughout the district and will not be replaced until an economical and viable native species can be used to replace it.

Where erosion control [illegible] the main criteria for vege[illegible]e establishment, native species will be e[illegible]ished for vegetative cover th[illegible]ill met the post mining land use (see Cole [illegible]h plant list).

WATER QUALITY STANDARDS

General Requirements

1. The direct discharge of water from the mine water circulation and processing system to the Slate Creek drainage will be prohibited.

2. The direct discharge of winter surface runoff to the Slate Creek drainage will be prohibited.

3. The direct discharge of petroleum products to the ground surface, ground water, surface water or surface water drainage courses is prohibited.

4. Above ground fuel storage tanks must be placed in secondary containment structures capable of containing 110 percent of the largest tank. Following closure of operation fuel storage tanks will be removed from the site.

5. Sanitation will follow Sierra County Health Department requirements. Garbage and other debris will be removed to county approved disposal facilities.

EROSION CONTROL STANDARDS

General Requirements

1. Minimize disturbance and contact with the riparian areas existing on the site. Two riparian crossing will be permitted to access the ore zone from the wash plant. Berms will be constructed so lose material will not encroach into the riparian zone.

2. Divert the intermittent stream into another existing stream channel to reduce flows into the site. This will reduce the chance of the claimant's operations increasing turbidity and discharge from the site.

3. Construct small drainage ditches and berms to channel all surface water within the project area to the settling ponds. The settling ponds will act as sediment catchment basins and create a closed circuit drainage and water circulation system.

RECLAMATION PERFORMANCE STANDARDS

Objectives for Post Mine Land Use

1. Work toward establishing the original stream channel prior to the 1800 era of hydraulic mining.

2. Enhance and maintain the wetland environment. Establish firm criteria of no net loss. The existing settling ponds should be left as is and not altered during or after operations.

3. Recontouring should create gently sloping terrain adequate for establishment of native vegetation for watershed improvement and wildlife habitat.

Reclamation Performance Standards

1. Piles or dumps of mining waste shall be stockpiled in such a maner as to facilitate phased reclamation. They should be segregated from topsoil or best growing medium salvaged for use in reclamation (see reclamation map for the location of waste dumps).

2. Final reclaimed fill slopes, including permanent piles or dumps of mine waste rock and overburden, shall not exceed 3:1 slopes.

3. Overall recontouring shall conform to surrounding topography.

4. Permanent placement of piles or dumps of mining waste and overburden shall not occur within wetlands. Material from the two approved crossings will be removed. The two crossings will be backbladed and smooth to prepare them for planting.

5. Native plant species shall be used for revegetation except when introduced species are necessary to meet planned objectives or essential for cost effective erosion control.

Vegetative cover suitable for the proposed land use shall be capable of self-regeneration without continued dependence on irrigation, soil amendments, and continued fertilization.

Watershed Improvement: For immediate erosion control and soil stability, apply BMP for Dry Method, Seed and Mulching. Native grasses species and a hybrid wheatgrass with non-reproductive attributes will be used in test plots where applicable. The results will be for future reclamation needs for this and similar sites.

Wildlife Habitat: Native willow and alder will be established at sites within the riparian areas affected by the project. These two sites include the diversion and two channel crossings. Apply BMP for Vegetative Plantings.

The settling ponds, if disturbed, will also be replanted with willow and alder.

Shrubs and ot[illegible] erbaceous material will be p[illegible] d at a spacing and density that will maintain a minimum of 40 percent cover.

6. Where mining operations result in soil compaction, ripping shall be used to improve root growth and planting.

7. Soil and plant analysis shall be required to determine the need for essential elements for plant growth. As a minimum, mulch will be applied at 2,000 lbs/ac, and fertilizer at 400 lbs/ac using 16-20-0 amonium phosphate.

8. Success of revegetation shall be judged based upon the effectiveness of the vegetation for the approved end use, and by comparing the revegetation measures with similar areas for cover, density, and species richness.

9. Erosion and sedimentation shall be controlled during all phases of construction, reclamation, and closure of surface mining operations. Specific measures will be used as shown on the reclamation site map and BMP specification sheets shown as part of this reclamation plan.

10. Surface runoff and drainage from surface mining activities shall be controlled by berms, silt fences, sediment catchment ponds, or other erosion control measures as shown on the reclamation site map and BMP specification sheets shown as part of this reclamation plan.

RECLAMATION COST THAT WILL BE THE BASIS FOR BONDING

As a guarantee of faithful performance of the provisions of the Plan of Operations and Reclamation Plan, a performance bond will be required in accordance with 36 CFR 228.13

1.	Land leveling 1.7 ac with a D-7 cat 24 hours @ $85 /hr.	$2,040.00
2.	Seed, Fertilizer, and mulch $750/ac x 1 ac	$ 750.00
3.	Planting trees and shrubs $1,600/ac	$1,600.00
4.	Clean-up equipment and trash	$ 610.00
	Total	$5,000.00

Standards: The standards for erosion control, water quality, and reclamation set forth in this plan will be monitored during and following reclamation. The Best Management Practices Evaluation form (see attached) will be used for documentation and evaluation of standards.

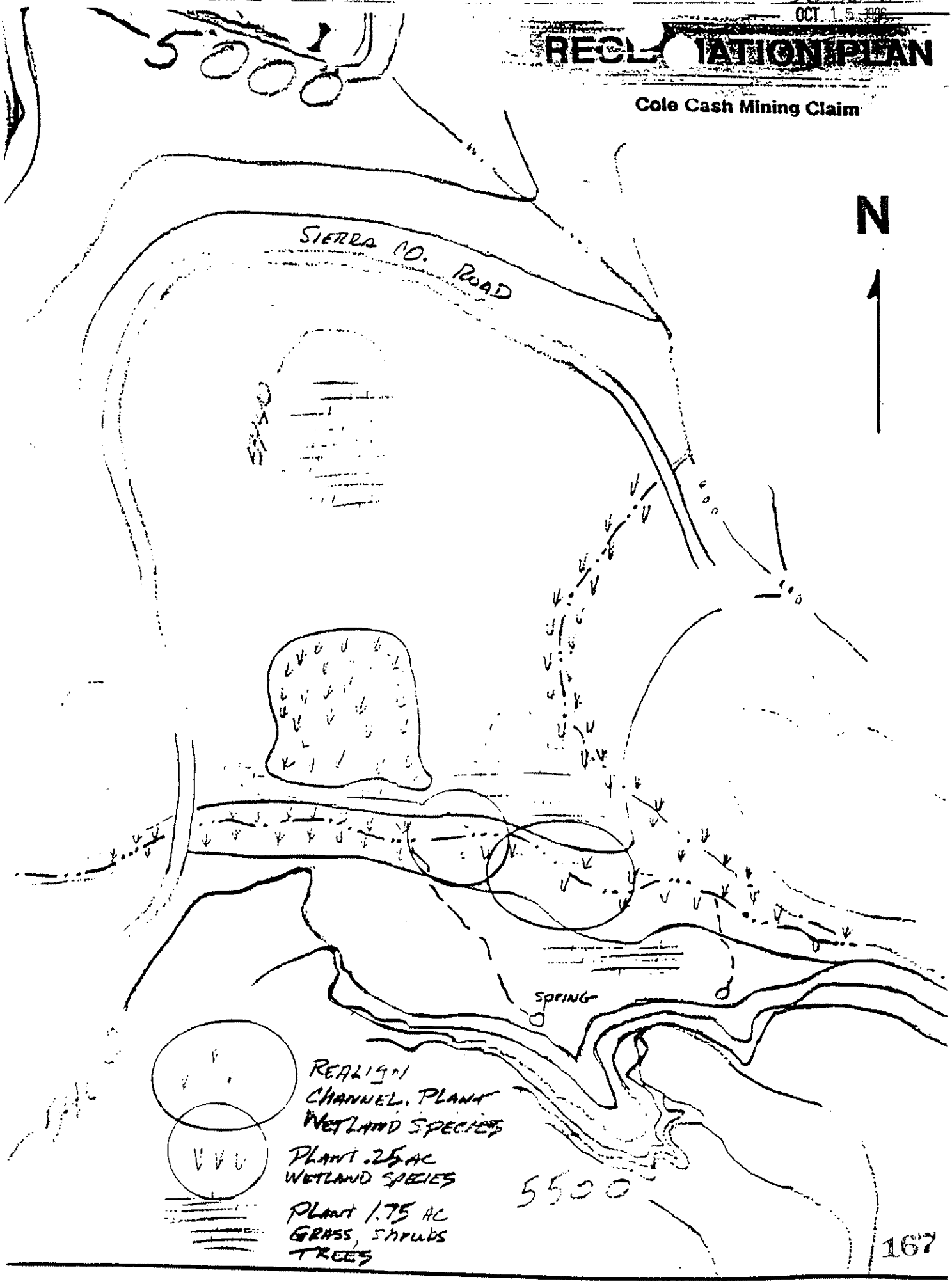
Frequency: Monitoring will be conducted bi-monthly during operations, and in prior to October 15 for closure for the wet season. Monitoring for reclamation compliance will be conducted yearly for three years following closure.

Clean-up All equipment, supplies, trash, and debris will be removed form the site following closure of the operations. A approved county waste disposal station will be used.

96 228
OCT 15 1996

RECLAMATION PLAN

Cole Cash Mining Claim



Best Management Practices Evaluation

Form M26: Mining Operations
(BMP 3.1)

ID #: _____

Selection Code: _____

Reviewer(s) _____ Title(s) _____ Date _____ Forest _____ District _____ T _____ R _____ S _____

Mine Name _____ Activity Status _____ Rock Type _____ NFS Watershed _____

Reclamation Status _____ Hazmats stored onsite? _____ Type _____

IMPLEMENTATION

For all locatable mining activities: Rating

Were erosion control measures included in an EA, Operating Plan or Waste Discharge requirements? _____

2) Were mining activities confined to designated limits? _____

3) Was erosion control work done prior to wet season? _____

4) Were required erosion control measures implemented? _____

5) Were provisions for site reclamation included in EA or Operating Plan? _____

6) If mining is complete, were reclamation measures implemented? _____
(rate NA if reclamation not yet appropriate due to activity)

For locatable mining activities with hazardous materials:

7) Was a Hazardous Spill Contingency and a Countermeasures Plan prepared nd fully implemented? _____
(If fuel is stored onsite, also complete Form E12)

1 = Exceeds contract/project requirements
2 = Meets contract/project requirements
3 = Minor departure from contract/project requirements
4 = Major departure from contract/project requirements
Rate as NA if criteria not applicable at this site

If any rating is "3" or "4", complete the following:

Problem occurred in which phase(s) of the project: ☐ Site Evaluation ☐ Plan Prescription ☐ EA ☐ Operating Plan ☐ Administration

Comments on causes and corrective actions:

EFFECTIVENESS

Roads (includes roads for exploratory drilling, access, haul, etc.) *(If the road crosses a channel, also conduct an E09 evaluation)*

1) Road surface

a) Rilling	☐ Little or no evidence of rills	☐ Some present, but occur on < 10% of road length, or where present, do not leave road surface	☐ > 10% of surface has rills > 2" deep and 20' in length which continue off road surface past fill slope

2) Fill slopes

a) Rilling	☐ No evidence of rills	☐ Rills present but do not extend > slope length below toe	☐ Rills present and extend > slope length below toe
b) Sediment to nearest channel	☐ No evidence of transport to SMZ	☐ Sediment deposition in SMZ but not channel	☐ Evidence of sediment transport to or deposition in channel
c) Slope failures	☐ None	☐ Some present but material does not enter SMZ	☐ Present, material to channel or in SMZ

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OCT 15 1996

822 96

PLANT LIST

DRY ROCKY/FORESTED AREA

TREES

Abies concolor	White fir
Calocedrus decurrens	Incense cedar
Pinus ponderosa	Ponderosa pine
Pinus contorta ssp. murrayana	Lodgepole pine
Pseudotsuga menziesii	Douglas fir

SHRUBS/HERBS

Arctostaphylos patula	Green-leaf manzanita
Chrysothamnus nauseosus ssp. albicaulis	Whitestem rabbitbrush
Erigeron sp.	Fleabane
Lupinus sp. (not L. dalesae)	Lupine

RIPARIAN/WET AREAS

TREES

Alnus incana ssp. tenuifolia	Mountain alder	
Salix lucida ssp. lasiandra	Shining willow	
Populus trichocarpa	Black cottonwood	?

SHRUBS/HERBS

Artemisia douglasiana	Douglas' wormwood	
Equisetum arvense	Horsetails	
Lupinus polyphyllus var. burkei	Meadow lupine	
Potamogeton sp. (floating in ponds)	Pondweed	
Typha latifolia	Broad-leaved cattail	

GRASSES/RUSHES/ETC.

Agrostis exarata	Spiked bent	
Agrostis viridis	Water bent	?
Bromus polyanthus ?	Great Basin brome	
Deschampsia elongata	Slender hair grass	FACW
Juncus effusus	Lamp rush	FACW
Juncus ensifolius	Sword-leaf rush	FACW
Juncus covillei var. obtusatus	Blunt-scale rush	FACW
Luzula sp.	Wood-rush	FACW-FAC
Scirpus sp.	Bulrush	OBL
Sitanion hystrix (edges of wet areas)	Western bottle-brush grass	

EXHIBIT B

RECLAMATION PLAN
CONDITIONS OF APPROVAL

1. Any and all reclamation shall be conducted in accordance with the U.S. Forest Service Reclamation Plan approved by the Sierra County Planning Commission for this project.

2. The operator/landowner shall comply with all mitigation measures as outlined in Initial Study 1000, prepared for this project and incorporated by reference.

3. There shall be no substantial change in operation.

4. A financial assurance in the amount of $5,000 shall be provided by the owner/landowner in order to ensure satisfactory compliance with the mitigation measures and reclamation as specified within the Negative Declaration/Initial Study #1000 approved May 11, 1995. The applicant has already provided $2,000 to the U.S. Forest Service as a financial assurance. Based on the Memorandum of Understanding between the State Department of Conservation, U.S. Forest Service, and U.S. Bureau of Land Management signed October 19, 1992, any federally-required financial assurance may be used to satisfy local and state surety requirements. Therefore the applicants shall post the additional $3,000 financial assurance amount in the name of Sierra County, U.S. Forest Service and the Department of Conservation per PRC Code 2773.1 and name Sierra Count and the Department of Conservation in the existing $2,000.

5. A signed copy the Plan of Operations be provided to Sierra County.

6. The Planning Commission shall review reclamation performance and security yearly during the period of operation and one year after closure. The Planning Commission shall retain jurisdiction to increase or decrease security or amend the reclamation plan for cause.

96 228
OCT 1 5 1996

EXHIBIT C

ESTIMATE OF SECURITY DEPOSIT

OCT 15 1996

RECLAMATION COST THAT WILL BE THE BASIS FOR BONDING

As a guarantee of faithful performance of the provisions of the Plan of Operations and Reclamation Plan, a performance bond will be required in accordance with 36 CFR 228.13

1.	Land leveling 1.7 ac with a D-7 cat 24 hours @ $85 /hr.	$2,040.00
2.	Seed, Fertilizer, and mulch $750/ac x 1 ac	$ 750.00
3.	Planting trees and shrubs $1,600/ac	$1,600.00
4.	Clean-up equipment and trash	$ 610.00
	Total	$5,000.00

EXHIBIT D

CERTIFICATE OF PERFORMANCE

96 228
OCT 15 1996

Recording requested by and
when recorded mail to:
Tim Beals, Director
Sierra County Planning Dept
Post Office Box 98
Downieville, CA 95936

Space Above for Recorder's Use

CERTIFICATE OF PERFORMANCE

The undersigned, TIM BEALS, Director of the Sierra County Department of Planning, does hereby certify that the terms and conditions of that certain Performance and Security Agreement (Agreement No. 96-__ , "the Agreement" recorded in Book ___ pages ___ through ___ Official Records, County of Sierra) by and between the COUNTY OF SIERRA ("the County") and

Janet and Lawrence Cummings
("the Permittee")

have been performed under the terms of the Agreement as noted below:

Full Performance ☐

Partial Performance ☐ (See attached)

The Agreement pertains to the Project being performed on Property described as follows:

SE 1/4 of Section 31
T22N, R10E, MDB&M

APN 001-090-004-0

The Deposit, or portion thereof, held by the Treasurer under terms of the Agreement, may be released to the Permittee.

With the recordation of this Certificate, all secured obligations of the Permittee related to the Property are hereby released, reconveyed, and extinguished.

Dated:_____

_____
TIM BEALS, Director of Planning
and Public Works

State of California)
) ss.
County of Sierra)

On _____ before me, the undersigned, Sierra County Clerk, appeared Tim H. Beals, personally known to me to be the Director of Planning for the County of Sierra, who executed the within instrument, on behalf of the County of Sierra, in his authorized capacity.

WITNESS my hand and official seal.

_____
MARY J. JUNGI
SIERRA COUNTY CLERK

123008

COUNTY OF SIERRA

Normal Trial Balance

From 6/30/2009 Through 2/29/2016

Account Code	Account Title	Debit Balance	Credit Balance
8581027	CUMMINGS-COLE CASH ASSURANCE		
1000	CASH	5,114.00	
Report Total		5,114.00	0.00
Report Difference		5,114.00	

23008

COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

TIM BEALS, Director of Planning
Sierra County Planning Dept.
P.O. Box 98
Downieville, cA 95936

123008

OFFICIAL RECORDS
RECORDING REQUESTED BY
Sierra County Planning
97 JAN 15 AM 11:20
SIERRA CO., CA
MARY J. JUNGI RECORDER
VOL 130 PG 149 FEE n/c

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

PERFORMANCE AND SECURITY AGREEMENT

(JANET & LAWRENCE CUMMINGS, Permittee)

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

(Additional recording fee applies)

Recording requested by and
when recorded mail to:
TIM BEALS, DIRECTOR OF PLANNING
Sierra County Planning Department
Post Office Box 98
Downieville, CA 95936

Space Above for Recorder's Use

PERFORMANCE AND SECURITY AGREEMENT

PARTIES

THIS PERFORMANCE AND SECURITY AGREEMENT ("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

Janet and Lawrence Cummings
"PERMITTEE"

FACTUAL BACKGROUND

NOW THEREFORE, in consideration of the foregoing and each and every covenant and condition contained herein, the parties hereto agree as follows:

A. PERMITTEE Janet and Lawrence Cummings

B. PERMITTEE is the lessee of certain real property owned by United States Forest Service., a public agency ("Land Owner") commonly known as: Cole Cash Mine, consisting of approximately two (2) acres of a larger parcel ("the Property") and described as:

SE 1/4 of Section 31
T22N, R10E, MDB&M

APN 001-090-004-0

C. PERMITTEE has requested approval for a reclamation plan ("the Plan") for a surface mining operation on the Property identified as Sierra County Planning Department File No. 1000 ("the Project").

D. On or about May 11, 1995, the Sierra County Planning Commission approved the Reclamation Plan for the Project to the terms and conditions of the Reclamation Plan, a copy of which is attached hereto as Exhibit A , incorporated herein by this reference. The conditions of the Plan are hereinafter collectively referred to as the "Secured Conditions".

E. Condition B.4 requires the PERMITTEE to post a security deposit in the amount of 100% of the approved estimate for Project reclamation costs. Those are attached hereto as Exhibit B and incorporated herein by this reference (hereinafter collectively referred to as "Security Deposit").

F. It is the purpose of this Agreement to assure that all of the terms and conditions of the Reclamation Plan are fully performed, including Site Preparation, Project Operation, Reclamation, Mitigation Program, United States Forest Service Reclamation and Erosion Control Plan Terms and Condions and applicable provisions of the Sierra County Code, California State Statutes and Administrative Regulations and Federal Statutes and Administrative Regulations, inclusive (collectively referred to as the "Secured Conditions").

OPERATIVE PROVISIONS

1. INCORPORATION OF FACTUAL BACKGROUND.

The foregoing Factual Background is incorporated herein by this reference and it is agreed by the parties that the foregoing constitutes the true facts and circumstances underlying and giving rise to the formation of this Security Agreement and the parties intend to be bound thereby. The Factual Background is an integral part of this Agreement and not "mere recitals".

2. SECURITY DEPOSIT.

The PERMITTEE shall deposit with the Sierra County Treasurer, on or before thirty days after approval of this Agreement by the Board of Supervisors and the PERMITTEE, and prior to commencing any activity on the Property which is the subject of the Permit, the sum of Five Thousand Dollars ($5,000.00) in the form of cash, or a cashier's or certified check made payable to the order of the Sierra County Treasurer/Tax Collector. The Deposit is an estimate and may be high or low in any category or collectively. The Deposit is held as security for full performance of all the terms and conditions of the Permit and to secure full and faithful performance of the Project, including those items referenced in Factual Background paragraph 7. The Security Deposit shall be held for the benefit of the COUNTY, as lead agency, the Department of Conservation, and the United States Forest Service.

3. RETENTION OF SECURITY DEPOSIT.

The Security Deposit shall be placed in an interest-bearing account at the Treasurer's sole discretion. The interest therein shall accumulate and be added to the Security Deposit and be utilized by the COUNTY to assure performance under this Agreement.

4. USE OF FUNDS.

In the event that the PERMITTEE fails or refuses to perform any of the Secured Conditions, within the time periods proscribed herein, the COUNTY may, with or without notice, undertake to perform the Secured Conditions and concurrently therewith may draw down a portion or all of the Security Deposit to pay for the performance of the Secured Conditions and/or pay for costs arising under the terms of this Agreement. The Security Deposit may be utilized to pay for all direct and indirect cost of performance, including COUNTY administrative costs, consultant and/or contract services costs and attorney's fees, including County Counsel costs, if incurred.

5. PERFORMANCE.

PERMITTEE may commence performance of all of the Secured Conditions after the full execution and delivery of this Agreement and the posting of the Security Deposit as specified herein. If the PERMITTEE fails to commence or complete the work within the periods specified in this Agreement and the Permit, the COUNTY may (but shall not have the obligation to) commence

and complete such work by contract or otherwise and to recover the full cost and expenses thereof from the Security Deposit, the PERMITTEE or any combination thereof. PERMITTEE's obligation of performance of all of the Terms and Conditions of this Agreement and the Permit is not limited by or to the Security Deposit. PERMITTEE is responsible to perform all of the terms and conditions of this Agreement and of the Permit irrespective of the actual cost thereof. In the event PERMITTEE fails to so perform for any reason, and the Security Deposit is inadequate to cover the direct and indirect cost of curing or remedying such failure of performance, PERMITTEE shall be liable to the COUNTY for the full direct and indirect costs of curing or remedying such failure of performance over and above the Security Deposit amount.

6. RELEASE OF FUNDS.

Upon performance of all of the Secured Conditions, the Security Deposit, or any remaining balance thereon, including interest accrued thereon, shall be returned to PERMITTEE. Performance shall be evidenced by a Certificate of Performance, substantially in the form attached hereto as Exhibit C, signed by the Director of Public Works. However, neither the issuance of a Certificate of Performance, nor any periodic or progress inspection or approval shall constitute a waiver by the COUNTY of any defect in the performance of any condition or a breach of this Agreement or the Permit.

7. INDEMNIFICATION.

PERMITTEE does hereby indemnify and holds harmless COUNTY, and COUNTY's officers, officials, employees, independent contractors, volunteers, and agents from and against:

(a) any and all claims, actions, and proceedings relating to:

(1) any breach or default in the performance of, or the omission to perform, any obligation on PERMITTEE's part under any term or condition of this Agreement and the Permit, including performance or failure to perform the Secured Conditions,

(2) any negligent act or omission to act by PERMITTEE or PERMITTEE's agents, representatives, employees, contractors or subcontractors relating to the performance of, or omission to perform, any term or condition of this Agreement, and the Permit, including performance or failure to perform the Secured Conditions, and/or

(b) all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such claim, action, or proceeding brought thereon.

If any such claim, action, or proceeding is brought against COUNTY or COUNTY's officers, officials, employees, independent contractors, volunteers or agents, the COUNTY may, at its sole option, undertake the defense thereof at the PERMITTEE's cost and expense or may give notice to the PERMITTEE, who upon such notice from COUNTY shall defend the same at PERMITTEE's expense by counsel satisfactory to COUNTY.

COUNTY shall promptly notify PERMITTEE of any claim, action, or proceeding against COUNTY or COUNTY's officers, officials, employees, independent contractors, volunteers, or agents relating to the performance, or omission to perform, any term or condition of this Agreement. COUNTY and PERMITTEE shall cooperate fully in the defense of such claim, action, or proceeding.

PERMITTEE assumes all risk of damage to property or injury to persons resulting from the

performance or omission to perform under this Agreement by PERMITTEE or PERMITTEE's agents, representatives, employees, contractors and subcontractors. PERMITTEE hereby waives all claims in respect thereof against COUNTY and COUNTY's officers, officials, employees, independent contractors, volunteers and agents.

8. INTERPLEADER.

In the event of a dispute between the PERMITTEE and any third party with respect to the Deposit, the COUNTY may, at its sole election, file an action in interpleader in the Superior Court for such action, less the COUNTY's costs and reasonable County Counsel costs or fees of outside counsel for such filing.

9. INTERPRETATION AND ENFORCEMENT.

9.1 INDEPENDENT CONTRACTOR. At all times during the term of this Agreement. PERMITTEE 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. PERMITTEE shall be an independent contractor and shall not be an employee of the COUNTY. COUNTY shall have the right to control PERMITTEE only insofar as the results of PERMITTEE's services rendered pursuant to this Agreement. COUNTY shall not have the right to control the means by which PERMITTEE accomplishes services rendered pursuant to this Agreement.

9.2 LICENSES, PERMITS, ETC. PERMITTEE represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for PERMITTEE to carry out the terms of this Agreement. PERMITTEE represents and warrants to COUNTY that PERMITTEE 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 PERMITTEE to carry out the terms of this Agreement.

9.3 TIME. PERMITTEE shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of PERMITTEE'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.

9.4 STANDARD OF PERFORMANCE. PERMITTEE shall perform all services required pursuant to this Agreement and the Permit in the manner and according to the standards observed by a competent practitioner of the profession in which PERMITTEE is engaged.

9.5 DESIGNATED REPRESENTATIVES. Tim Beals, Director of Planning, is the representative of the COUNTY and will administer this Agreement for the COUNTY. The signatory for PERMITTEE is the authorized representative for PERMITTEE. Changes in designated representatives shall occur only by advance written notice to the other party.

9.6 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation* Code (107). For all purposes of compliance by COUNTY with a Section 107.6 of the *California Revenue and Taxation* Code, this recital shall be deemed full compliance by the COUNTY. 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.

9.7 TAXES. PERMITTEE hereby grants to the COUNTY the authority to deduct from the Security Deposit any COUNTY imposed taxes, fines, penalties and related charges which are delinquent.

9.8 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.

9.9 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 attorneys' fee, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

9.10 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.

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

> **9.11.1 NUMBER AND GENDER.** In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
>
> **9.11.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

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

9.13 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.

9.14 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.

9.15 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.

9.16 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.

9.17 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.

9.18 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.

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

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

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

9.22 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 "PERMITTEE":

10. AGREEMENT DATE. The Agreement Date is October 15, 1996.

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

"COUNTY"

COUNTY OF SIERRA

By _____
DONALD MC INTOSH
Chairman, Board of Supervisors

APPROVED AS TO FORM:

_____
WILLIAM W. PANGMAN
County Counsel

ATTEST:

_____
MARY J. JUNGI
Clerk of the Board

"PERMITTEE"

Janet and Lawrence Cummings

_____
_____

CONSENT OF LANDOWNER:

Subject to the understanding that the Landowner is not personally obligated to performance under this Agreement or the Permit, the undersigned hereby consents to the issuance of the Permit by the COUNTY to PERMITTEE and the recordation of this Agreement against the Property as described in the Factual Background above.

United States Forest Service, Plumas National Forest

By _____
for Bruce Bernhardt
District Ranger

10. AGREEMENT DATE. The Agreement Date is OCTOBER 15, 1996.

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

"COUNTY"

COUNTY OF SIERRA

Refer to previous sheet for signature

By_____
DONALD MC INTOSH
Chairman, Board of Supervisors

APPROVED AS TO FORM:
Refer to previous sheet for signature

_____
WILLIAM W. PANGMAN
County Counsel

ATTEST:

Refer to previous sheet for signature

_____
MARY J. JUNGI
Clerk of the Board

"PERMITTEE"

Janet and Lawrence Cummings

Lawrence Cummings
Janet Cummings

CONSENT OF LANDOWNER:

Subject to the understanding that the Landowner is not personally obligated to performance under this Agreement or the Permit, the undersigned hereby consents to the issuance of the Permit by the COUNTY to PERMITTEE and the recordation of this Agreement against the Property as described in the Factual Background above.

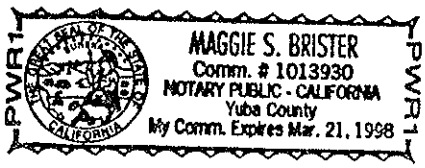
United States Forest Service, Plumas National Forest

Refer to previous sheet for signature

By_____
Bruce Bernhardt
District Ranger

State of California)
) ss.
County of Sierra)

On _____ before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) , and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

_____

State of California)
) ss.
County of Sierra)

On _____ before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) , and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____

96 228
OCT 1 5 1996

EXHIBIT A

RECLAMATION PLAN

96 228
OCT 15 1996

RECLAMATION and EROSION CONTROL PLAN

COLE CASH MINING EXPLORATION

Plumas National Forest
La Porte Ranger District

May 1994

COLE CASH CLAIMANT — DATE

Bruce E. Bernhardt
BRUCE E. BERNHARDT
District Ranger

August 29, 1994
DATE

RECLAMATION AND EROSION CONTROL PLAN

COLE CASH MINING CLAIM
PLAN OF OPERATIONS

INTRODUCTION

The area proposed for mining operations is located in an old hydraulic pit created in the late 1800s. Past mining has also occurred more recently over the last 15 to 20 years. The area has been highly disturbed by past operations. Several settling ponds remain, bare earthen areas which have not been reclaimed and are void of vegetation, and vertical hydraulic cut faces remain in a constant state of surface movement. An intermittent stream has been diverted and left to create several flooded areas containing wetland plant species.

Top soil is non existent in the project area. The wetlands environment created by the diversion of the intermittent stream consist mainly of sands and gravels washed from mining operations and erosion of the hydraulic cut slopes.

During high runoff periods, turbid water is delivered from the area to several established channels to Slate Creek. This is a significant source of turbidity to Slate Creek created during spring snow melt and runoff. Through the reclamation plan developed for this project, the opportunity exist to contain sediment to the site, and reduce the amount of turbidity to Slate Creek.

POST MINE LAND USE OBJECTIVES

The land use objectives following mining operations are watershed protection and wildlife habitat improvement. These objectives will be accomplished by recontouring the project site and establishing vegetative cover to reduce accelerated erosion. Surface runoff will be channeled to existing and created waterways and then to settling ponds in such a manor that water quality will be improved from the present condition.

Wildlife habitat will be improved from existing conditions by the establishment of riparian dependent plant species and upland species beneficial to wildlife.

BASELINE DATA

Soils and Geology - The Plumas National Forest Soil Resource Inventory has formally mapped the project site as Pits, Quarry. These are open pit excavations from which soil has been removed, mainly by past gold mining or quarry operations. The mined gravels are derived from ancient Eocene River deposits generally overlaid by more recent lava flows. Within the project site, inclusions of red clay material exists that was formed from metasedimentary rock formations.

Top soil is non existent. Except for the clay material, soils that will be used as material for plant growth is well drained, has low water holding capacity and nutrient value. Mulch and fertilizers will be needed for amendments to help improve plant establishment.

Vegetation - The project site can be segregated into three ecological types: 1) Open mixed Conifer, 2) Riparian, and 3) Ponds.

Open Mixed Conifer: This area is mostly scattered ponderosa pine, some white fir, and incensed cedar with lupine and rabbitbrush understory. The condition of this vegetation is poor due to stunted growth from low nutrient content, organic matter, and water holding capacity of the soil.

Riparian/Wetlands: Riparian vegetation surrounds a small man made drainages. Some water ponding occurs where willows, horsetails. sedges, grasses, and cattails have become established.

Ponds/Wetlands: Old settling ponds from past mining operations have very dense vegetation on all sides consisting of willows, cattails, Scirpus sp., pondweed and grasses.

Wildlife - The project area is lacking in wildlife diversity due to the sparse vegetative cover and food sources. This is mainly caused by the the basic lack of productivity potential of most hydraulic pits and quarries. Several bird species have been sighted in the area such as the willow flycatcher and waterfowl (mallards ducks). Black tail deer and Brown Bears are attached to the springs and other water sources at the project site.

Cultural Resources - The Howland Flat area is rich in local cultural history. Remains of the town site is 1/4 mile northeast. Howland Flat is typical of the old town sites of the "Northern Mines" and shows remnants of extensive placer and hydraulic diggings of the 1850-1890 era. The project site does not contain known historical or cultural features.

PROPOSED ANALYSIS AND TESTING

Little data exists that would help demonstrate soil productivity and vegetative success for reclamation in similar hydraulic pits of the same elevation and material as the Cole Cash site. Reclamation work is presently being completed at the Finger Board Pit which is a similar site. Success with native grass, forbs and shrubs will be applied to the Cole Cash site.

Grasses for erosion control was seeded at the project site in the fall of 1993 using the standard district non-native species mix (A. Orchard Grass, Luna Pubesent Wheatgrass, and Durar Hard Fescue). Fertilizer was applied using 16-20-0 (Ammonia Phospnate) with straw as mulch. This application for erosion control has been successful throughout the district and will not be replaced until an economical and viable native species can be used to replace it.

Where erosion control [illegible] the main criteria for vege[illegible]e establishment, native species will be e[illegible]ished for vegetative cover th[illegible]ill met the post mining land use (see Cole [illegible]h plant list).

WATER QUALITY STANDARDS

General Requirements

1. The direct discharge of water from the mine water circulation and processing system to the Slate Creek drainage will be prohibited.

2. The direct discharge of winter surface runoff to the Slate Creek drainage will be prohibited.

3. The direct discharge of petroleum products to the ground surface, ground water, surface water or surface water drainage courses is prohibited.

4. Above ground fuel storage tanks must be placed in secondary containment structures capable of containing 110 percent of the largest tank. Following closure of operation fuel storage tanks will be removed from the site.

5. Sanitation will follow Sierra County Health Department requirements. Garbage and other debris will be removed to county approved disposal facilities.

EROSION CONTROL STANDARDS

General Requirements

1. Minimize disturbance and contact with the riparian areas existing on the site. Two riparian crossing will be permitted to access the ore zone from the wash plant. Berms will be constructed so lose material will not encroach into the riparian zone.

2. Divert the intermittent stream into another existing stream channel to reduce flows into the site. This will reduce the chance of the claimant's operations increasing turbidity and discharge from the site.

3. Construct small drainage ditches and berms to channel all surface water within the project area to the settling ponds. The settling ponds will act as sediment catchment basins and create a closed circuit drainage and water circulation system.

RECLAMATION PERFORMANCE STANDARDS

Objectives for Post Mine Land Use

1. Work toward establishing the original stream channel prior to the 1800 era of hydraulic mining.

2. Enhance and maintain the wetland environment. Establish firm criteria of no net loss. The existing settling ponds should be left as is and not altered during or after operations.

3. Recontouring should create gently sloping terrain adequate for establishment of native vegetation for watershed improvement and wildlife habitat.

Reclamation Performance Standards

1. Piles or dumps of mining waste shall be stockpiled in such a maner as to facilitate phased reclamation. They should be segregated from topsoil or best growing medium salvaged for use in reclamation (see reclamation map for the location of waste dumps).

2. Final reclaimed fill slopes, including permanent piles or dumps of mine waste rock and overburden, shall not exceed 3:1 slopes.

3. Overall recontouring shall conform to surrounding topography.

4. Permanent placement of piles or dumps of mining waste and overburden shall not occur within wetlands. Material from the two approved crossings will be removed. The two crossings will be backbladed and smooth to prepare them for planting.

5. Native plant species shall be used for revegetation except when introduced species are necessary to meet planned objectives or essential for cost effective erosion control.

Vegetative cover suitable for the proposed land use shall be capable of self-regeneration without continued dependence on irrigation, soil amendments, and continued fertilization.

Watershed Improvement: For immediate erosion control and soil stability, apply BMP for Dry Method, Seed and Mulching. Native grasses species and a hybrid wheatgrass with non-reproductive attributes will be used in test plots where applicable. The results will be for future reclamation needs for this and similar sites.

Wildlife Habitat: Native willow and alder will be established at sites within the riparian areas affected by the project. These two sites include the diversion and two channel crossings. Apply BMP for Vegetative Plantings.

The settling ponds, if disturbed, will also be replanted with willow and alder.

Shrubs and ot[illegible] erbaceous material will be p[illegible] d at a spacing and density that will maintain a minimum of 40 percent cover.

6. Where mining operations result in soil compaction, ripping shall be used to improve root growth and planting.

7. Soil and plant analysis shall be required to determine the need for essential elements for plant growth. As a minimum, mulch will be applied at 2,000 lbs/ac, and fertilizer at 400 lbs/ac using 16-20-0 amonium phosphate.

8. Success of revegetation shall be judged based upon the effectiveness of the vegetation for the approved end use, and by comparing the revegetation measures with similar areas for cover, density, and species richness.

9. Erosion and sedimentation shall be controlled during all phases of construction, reclamation, and closure of surface mining operations. Specific measures will be used as shown on the reclamation site map and BMP specification sheets shown as part of this reclamation plan.

10. Surface runoff and drainage from surface mining activities shall be controlled by berms, silt fences, sediment catchment ponds, or other erosion control measures as shown on the reclamation site map and BMP specification sheets shown as part of this reclamation plan.

RECLAMATION COST THAT WILL BE THE BASIS FOR BONDING

As a guarantee of faithful performance of the provisions of the Plan of Operations and Reclamation Plan, a performance bond will be required in accordance with 36 CFR 228.13

1.	Land leveling 1.7 ac with a D-7 cat 24 hours @ $85 /hr.	$2,040.00
2.	Seed, Fertilizer, and mulch $750/ac x 1 ac	$ 750.00
3.	Planting trees and shrubs $1,600/ac	$1,600.00
4.	Clean-up equipment and trash	$ 610.00
	Total	$5,000.00

Standards: The standards for erosion control, water quality, and reclamation set forth in this plan will be monitored during and following reclamation. The Best Management Practices Evaluation form (see attached) will be used for documentation and evaluation of standards.

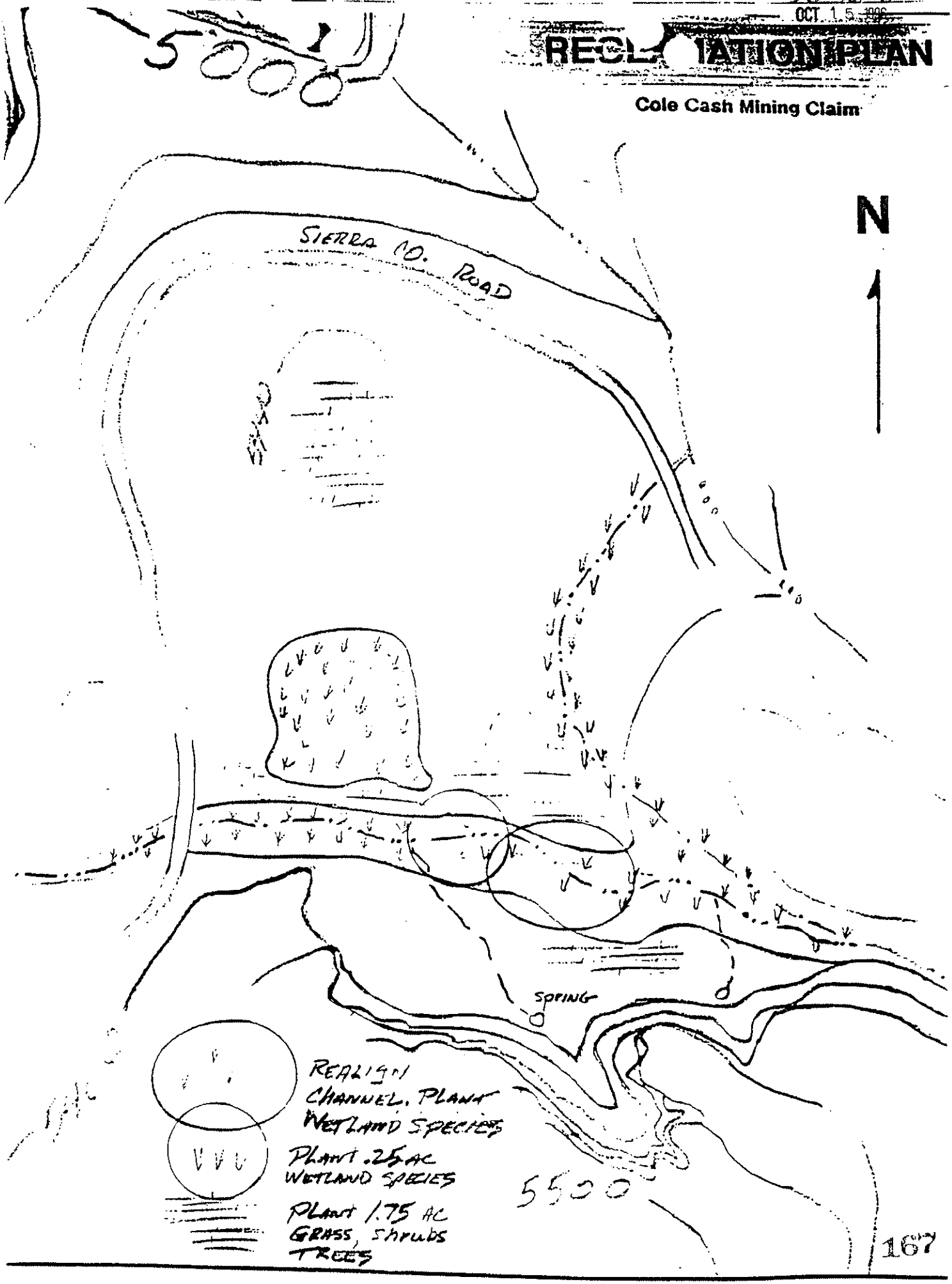
Frequency: Monitoring will be conducted bi-monthly during operations, and in prior to October 15 for closure for the wet season. Monitoring for reclamation compliance will be conducted yearly for three years following closure.

Clean-up All equipment, supplies, trash, and debris will be removed form the site following closure of the operations. A approved county waste disposal station will be used.

96 228
OCT 15 1996

RECLAMATION PLAN

Cole Cash Mining Claim



Best Management Practices Evaluation

Form M26: Mining Operations
(BMP 3.1)

ID #: _____

Selection Code: _____

Reviewer(s) _____ Title(s) _____ Date _____ Forest _____ District _____ T _____ R _____ S _____

Mine Name _____ Activity Status _____ Rock Type _____ NFS Watershed _____

Reclamation Status _____ Hazmats stored onsite? _____ Type _____

IMPLEMENTATION

For all locatable mining activities: Rating

Were erosion control measures included in an EA, Operating Plan or Waste Discharge requirements? _____

2) Were mining activities confined to designated limits? _____

3) Was erosion control work done prior to wet season? _____

4) Were required erosion control measures implemented? _____

5) Were provisions for site reclamation included in EA or Operating Plan? _____

6) If mining is complete, were reclamation measures implemented? _____
(rate NA if reclamation not yet appropriate due to activity)

For locatable mining activities with hazardous materials:

7) Was a Hazardous Spill Contingency and a Countermeasures Plan prepared nd fully implemented? _____
(If fuel is stored onsite, also complete Form E12)

1 = Exceeds contract/project requirements
2 = Meets contract/project requirements
3 = Minor departure from contract/project requirements
4 = Major departure from contract/project requirements
Rate as NA if criteria not applicable at this site

If any rating is "3" or "4", complete the following:

Problem occurred in which phase(s) of the project: ☐ Site Evaluation ☐ Plan Prescription ☐ EA ☐ Operating Plan ☐ Administration

Comments on causes and corrective actions:

EFFECTIVENESS

Roads (includes roads for exploratory drilling, access, haul, etc.) *(If the road crosses a channel, also conduct an E09 evaluation)*

1) Road surface

a) Rilling	☐ Little or no evidence of rills	☐ Some present, but occur on < 10% of road length, or where present, do not leave road surface	☐ > 10% of surface has rills > 2" deep and 20' in length which continue off road surface past fill slope

2) Fill slopes

a) Rilling	☐ No evidence of rills	☐ Rills present but do not extend > slope length below toe	☐ Rills present and extend > slope length below toe
b) Sediment to nearest channel	☐ No evidence of transport to SMZ	☐ Sediment deposition in SMZ but not channel	☐ Evidence of sediment transport to or deposition in channel
c) Slope failures	☐ None	☐ Some present but material does not enter SMZ	☐ Present, material to channel or in SMZ

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OCT 15 1996

822 96

PLANT LIST

DRY ROCKY/FORESTED AREA

TREES

Abies concolor	White fir
Calocedrus decurrens	Incense cedar
Pinus ponderosa	Ponderosa pine
Pinus contorta ssp. murrayana	Lodgepole pine
Pseudotsuga menziesii	Douglas fir

SHRUBS/HERBS

Arctostaphylos patula	Green-leaf manzanita
Chrysothamnus nauseosus ssp. albicaulis	Whitestem rabbitbrush
Erigeron sp.	Fleabane
Lupinus sp. (not L. dalesae)	Lupine

RIPARIAN/WET AREAS

TREES

Alnus incana ssp. tenuifolia	Mountain alder	
Salix lucida ssp. lasiandra	Shining willow	
Populus trichocarpa	Black cottonwood	?

SHRUBS/HERBS

Artemisia douglasiana	Douglas' wormwood	
Equisetum arvense	Horsetails	
Lupinus polyphyllus var. burkei	Meadow lupine	
Potamogeton sp. (floating in ponds)	Pondweed	
Typha latifolia	Broad-leaved cattail	

GRASSES/RUSHES/ETC.

Agrostis exarata	Spiked bent	
Agrostis viridis	Water bent	?
Bromus polyanthus ?	Great Basin brome	
Deschampsia elongata	Slender hair grass	FACW
Juncus effusus	Lamp rush	FACW
Juncus ensifolius	Sword-leaf rush	FACW
Juncus covillei var. obtusatus	Blunt-scale rush	FACW
Luzula sp.	Wood-rush	FACW-FAC
Scirpus sp.	Bulrush	OBL
Sitanion hystrix (edges of wet areas)	Western bottle-brush grass	

EXHIBIT B

RECLAMATION PLAN
CONDITIONS OF APPROVAL

1. Any and all reclamation shall be conducted in accordance with the U.S. Forest Service Reclamation Plan approved by the Sierra County Planning Commission for this project.

2. The operator/landowner shall comply with all mitigation measures as outlined in Initial Study 1000, prepared for this project and incorporated by reference.

3. There shall be no substantial change in operation.

4. A financial assurance in the amount of $5,000 shall be provided by the owner/landowner in order to ensure satisfactory compliance with the mitigation measures and reclamation as specified within the Negative Declaration/Initial Study #1000 approved May 11, 1995. The applicant has already provided $2,000 to the U.S. Forest Service as a financial assurance. Based on the Memorandum of Understanding between the State Department of Conservation, U.S. Forest Service, and U.S. Bureau of Land Management signed October 19, 1992, any federally-required financial assurance may be used to satisfy local and state surety requirements. Therefore the applicants shall post the additional $3,000 financial assurance amount in the name of Sierra County, U.S. Forest Service and the Department of Conservation per PRC Code 2773.1 and name Sierra Count and the Department of Conservation in the existing $2,000.

5. A signed copy the Plan of Operations be provided to Sierra County.

6. The Planning Commission shall review reclamation performance and security yearly during the period of operation and one year after closure. The Planning Commission shall retain jurisdiction to increase or decrease security or amend the reclamation plan for cause.

96 228
OCT 1 5 1996

EXHIBIT C

ESTIMATE OF SECURITY DEPOSIT

OCT 15 1996

RECLAMATION COST THAT WILL BE THE BASIS FOR BONDING

As a guarantee of faithful performance of the provisions of the Plan of Operations and Reclamation Plan, a performance bond will be required in accordance with 36 CFR 228.13

1.	Land leveling 1.7 ac with a D-7 cat 24 hours @ $85 /hr.	$2,040.00
2.	Seed, Fertilizer, and mulch $750/ac x 1 ac	$ 750.00
3.	Planting trees and shrubs $1,600/ac	$1,600.00
4.	Clean-up equipment and trash	$ 610.00
	Total	$5,000.00

EXHIBIT D

CERTIFICATE OF PERFORMANCE

96 228
OCT 15 1996

Recording requested by and
when recorded mail to:
Tim Beals, Director
Sierra County Planning Dept
Post Office Box 98
Downieville, CA 95936

Space Above for Recorder's Use

CERTIFICATE OF PERFORMANCE

The undersigned, TIM BEALS, Director of the Sierra County Department of Planning, does hereby certify that the terms and conditions of that certain Performance and Security Agreement (Agreement No. 96-__ , "the Agreement" recorded in Book ___ pages ___ through ___ Official Records, County of Sierra) by and between the COUNTY OF SIERRA ("the County") and

Janet and Lawrence Cummings
("the Permittee")

have been performed under the terms of the Agreement as noted below:

Full Performance ☐

Partial Performance ☐ (See attached)

The Agreement pertains to the Project being performed on Property described as follows:

SE 1/4 of Section 31
T22N, R10E, MDB&M

APN 001-090-004-0

The Deposit, or portion thereof, held by the Treasurer under terms of the Agreement, may be released to the Permittee.

With the recordation of this Certificate, all secured obligations of the Permittee related to the Property are hereby released, reconveyed, and extinguished.

Dated:_____

_____
TIM BEALS, Director of Planning
and Public Works

State of California)
) ss.
County of Sierra)

On _____ before me, the undersigned, Sierra County Clerk, appeared Tim H. Beals, personally known to me to be the Director of Planning for the County of Sierra, who executed the within instrument, on behalf of the County of Sierra, in his authorized capacity.

WITNESS my hand and official seal.

_____
MARY J. JUNGI
SIERRA COUNTY CLERK

123008

COUNTY OF SIERRA

Normal Trial Balance

From 6/30/2009 Through 2/29/2016

Account Code	Account Title	Debit Balance	Credit Balance
8581027	CUMMINGS-COLE CASH ASSURANCE		
1000	CASH	5,114.00	
Report Total		5,114.00	0.00
Report Difference		5,114.00	

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

MEETING DATE: March 1, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Appointment to the Plumas-Sierra County Fair Board.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other
Application and roster

BACKGROUND INFORMATION: This appointment is to fill a vacant position on the Board.

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

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

SIERRA COUNTY BOARD OF SUPERVISORS

APPLICATION FOR MEMBERSHIP ON ADVISORY BOARD OR COMMISSION

RECEIVED
FEB 23 2016
BY:

PLEASE PRINT OR TYPE
APPLICATION FOR MEMBERSHIP ON: Plumas - Sierra Co. Fair Board
(NAME OF BOARD/COMMISSION/COMMITTEE)

FILING DEADLINE (AS LISTED ON VACANCY LISTING): _____.

NAME: James P. Griffin.

RESIDENCE ADDRESS: 21871 Highway 89 Calpine, CA. 96124

MAILING ADDRESS: P.O. Box 125 Calpine, CA. 96124.

PHONE NUMBERS: HOME: 530-994-~~372~~ 3212 BUSINESS: 530-990-3212

IN WHICH SUPERVISORIAL DISTRICT DO YOU RESIDE? Paul Roen's.

TIMES YOU ARE AVAILABLE FOR MEETINGS? DAYS: _____ TIMES: _____.

EMPLOYMENT EXPERIENCE: Self-Employed Plumbing contractor.

ORGANIZATION AND COMMUNITY EXPERIENCE: 4-H, F.F.A., Native Sons of the Golden West, Capt + Em't S.C.F.P.D #1 10yrs. (Retired)

OTHER EXPERIENCE WHICH YOU FEEL WOULD BE HELPFUL TO BRING TO THE ATTENTION OF BOARD MEMBERS IN MAKING THIS APPOINTMENT: Member of San Mateo Fair Board, Project Leader HMB 4-H/FFA, HMB School Farm. Asst. Mgr under Ag. Teacher

EDUCATION (INCLUDE HIGH SCHOOL, COLLEGE AND/OR UNIVERSITY, AND GRADUATE STUDY): Graduated 1973 St. Francis H.S., Junior College Trade school

WHY WOULD YOU LIKE TO BE APPOIINTED?: To fill a void

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

DATE: 2-2-16 SIGNATURE: [signature]

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

MEMBERS OF THIS ADVISORY BOARD OR COMMISSION ARE:

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

Committee Name	Member Name	Position	Term Expiration Date	Term Expiration Year
Plumas-Sierra County Fair Board of Directors	ABBOTT, ROBERT J	DIRECTOR - PLUMAS	12/1/2015	2015
Plumas-Sierra County Fair Board of Directors	BUTTERFIELD, BARBARA	DIRECTOR - SIERRA	12/1/2016	2016
Plumas-Sierra County Fair Board of Directors	CHANCE, KENNY	DIRECTOR - PLUMAS	12/1/2015	2015
Plumas-Sierra County Fair Board of Directors	JOHNSON, MARCI	DIRECTOR - PLUMAS	12/1/2015	2015
Plumas-Sierra County Fair Board of Directors	MORRISON, ORAN	MAINTENANCE SUPERVIS	N/A	N/A
Plumas-Sierra County Fair Board of Directors	NEER, SUSAN	DIRECTOR - PLUMAS	12/1/2016	2016
Plumas-Sierra County Fair Board of Directors	OLSON, THELMA	DIRECTOR - PLUMAS	12/1/2016	2016
Plumas-Sierra County Fair Board of Directors	STEFFANIC, JOHN	FAIR AND EVENT CENTER MANAGER	N/A	N/A
Plumas-Sierra County Fair Board of Directors	VACANT	DIRECTOR - PLUMAS	12/1/2013	2013
Plumas-Sierra County Fair Board of Directors	VACANT	DIRECTOR - PLUMAS	12/1/2015	2015
Plumas-Sierra County Fair Board of Directors	VACANT	OFFICE MANAGER	N/A	N/A
Plumas-Sierra County Fair Board of Directors	VACANT	DIRECTOR - SIERRA	12/7/2015	2015
Plumas-Sierra County Fair Board of Directors	VACANT	DIRECTOR - PLUMAS		
Plumas-Sierra County Fair Board of Directors	VACANT	DIRECTOR - PLUMAS		
Plumas-Sierra County Fair Board of Directors	VACANT	DIRECTOR - SIERRA	12/1/2016	2016
Plumas-Sierra County Fair Board of Directors	VACANT	ADMINISTRATIVE ASST.	N/A	N/A
Plumas-Sierra County Fair Board of Directors	VISCARRA, CAROL	DIRECTOR - PLUMAS	12/1/2015	2015

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

MEETING DATE: March 1, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Introduction and first reading of an Ordinance amending Sections 11.42.040.030, 11.42.040.040, 11.42.040.060 and 11.42.050.020 of the Sierra County Code and adding Section 11.42.040.035 to the Sierra County Code pertaining to governmental vehicle use policy

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

BACKGROUND INFORMATION:

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

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 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

ORDINANCE NO. _____

Amending Sections 11.42.040.030, 11.42.040.040, 11.42.040.060 and 11.42.050.020 of the Sierra County Code and Adding Section 11.42.040.035 to the Sierra County Code Pertaining to Governmental Vehicle Use Policy

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

Ordinance Section One:

Section 11.42.040.030 of the Sierra County Code is amended to read:

11.42.040.030 Use Requirements:

A. All County Employees, when using vehicles on County business shall:

Operate vehicles in a safe, reasonable and responsible manner consistent with the intended use of the vehicle.

Observe all traffic laws, rules and regulations. Fines and penalties imposed for violation of traffic laws, rules and regulations are the responsibility of the driver. Fines and penalties for defects of a County vehicle are the responsibility of the County of Sierra.

The cost of repairs for damages to a County vehicle, caused by an employee while not in the course of his or her employment, or which is due to willfully or imprudently operating the vehicle in an unsafe or illegal manner will be the responsibility of the driver.

Inspect any assigned County vehicle before leaving on a trip to ensure that the vehicle is in safe operating condition.

Inspection shall include safety components such as stop, turn and tail lights, head lamps, windshield wipers, tires, snow chains and seat belts. In addition, engine oil and coolant levels shall be checked and filled, if needed.

If there is evidence of accident damage, it shall be reported immediately to the Department Manager or designee before leaving on a trip.

B. Use of all County vehicles shall be recorded in a log book which shall be kept in the vehicle. The log book shall require identification of each user, list of the beginning and ending mileage of each trip or for the day, identification of the beginning and ending point of each trip or days use, the purpose of each trip including a notation as to whether

the vehicle is taken to the employee's or Department Manager's home. The log shall indicate all commuting or personnel use. The log shall correspond to the odometer in total.

Each Department Manager shall be responsible for ensuring compliance with these requirements by his or her employees and for reporting to the County Auditor the personal use of county vehicles commuting to work that is other than *de minimis* in each month. (Ord. _____. eff. _____)

Ordinance Section Two:

Section 11.42.040.035 of the Sierra County Code is added as follows:

11.42.040.035 Law Enforcement:

Nothing in this chapter shall be construed to prevent a peace officer, acting within the course and scope of their duties, from operating a county vehicle in an otherwise lawful manner that is consistent with the pursuit, use of force, or other applicable policies and procedures established by the Sheriff or other applicable authority.

Ordinance Section Three:

Section 11.42.040.040 of the Sierra County Code is amended to read:

11.42.040.040 Driving Under the Influence of Alcohol, Drugs and Medication:

Employees shall not operate motor vehicles or motorized equipment following the consumption of or with any detectable level of alcohol. No employee shall operate any motor vehicle or motorized equipment having consumed any drugs or medication that (1) may cause drowsiness, (2) which contains a warning to avoid operation of equipment or vehicles, or (3) which otherwise affect the nervous system without first reporting such use to his or her Department Head and in the absence of the Department Head, to his or her immediate supervisor. The Department Head or immediate supervisor shall be authorized to prohibit the operation of vehicles or motorized equipment by any such employee if there is any concern about the employee's capacity to function in a safe manner. For the purposes of this section, if an employee is uncertain as to whether a drug or medication contains a warning to avoid the operation of equipment of vehicles, or if an employee has consumed any drugs or medications which are not distributed in compliance with a regulatory scheme requiring warning labels, the employee shall treat the drug or medication as though it were so labeled. This shall include but not be limited to medical marijuana.

Employees on-call to receive County-related calls shall not consume intoxicating substances, nor shall they respond to an on-call request to perform services if they have taken any drugs or medication which can cause drowsiness or impair their ability to operate a vehicle without first notifying their supervisor of that fact. (Ord. _____, eff. _____; prior 994, 850)

Ordinance Section Four:

Section 11.42.040.060 of the Sierra County Code is amended to read:

11.42.040.060 Personal Use Prohibited:

A. Except for Department Managers assigned vehicles on a "permanent basis" (Section 11.42.080 below) and except as set forth in the "Exceptions" below, use of a County vehicle for personal business or activities, or use of the vehicle after work hours is prohibited.

Exceptions: With Department Manager approval, an employee may take a County vehicle to his or her residence under the following circumstances:

1. When the employee is placed on-call or subject to emergency calls for service outside the assigned working hours.

2. When the employee is required to attend meetings outside the assigned working hours.

3. When the Department Manager can document that such use is in the best interest of the County.

Any employee authorized to permanently or temporarily retain a County vehicle shall not use said vehicle for any private purpose while the vehicle is within his or her possession.

Any commuter miles shall be maintained in the car log and provided to the Auditor's Office monthly for inclusion in the employee's pay as required by the IRS.

All employees assigned a car for taking home shall sign a statement at the time the vehicle is assigned and annually thereafter that no personnel use of the vehicle is allowed other than required commuting miles and *de minimis* use per IRS Reg. §1.132-6(e)(2); Reg §1.132-6(d)(3). (Ord. _____ eff. ____; prior 994, 850)

Ordinance Section Five:

Section 11.42.050.020 of the Sierra County Code is amended to read:

11.42.050.020 Driver s License: A valid driver's license shall be in the driver's possession at all times.

Ordinance Section Six:

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

Introduced at a regular meeting of the Board of Supervisors held on the 1st day of March, 2016, and passed and adopted by the Board of Supervisors of the County of Sierra, State of California, on the _____ day of March, 2016, by the following roll call vote, to-wit:

AYES: Supervisor
NOES: Supervisor
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

_____
LEE ADAMS
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____
JAMES A. CURTIS
COUNTY COUNSEL

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

MEETING DATE: March 1, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐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: On February 16, 2016 the Board directed adding this Resolution in the event an amended agreement wasn't received from Plumas County in order to continue providing services to Sierra County Veteran's.

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

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 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

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 1st day of March, 2016, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

_____
LEE ADAMS, CHAIRPERSON
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____
JAMES CURTIS
COUNTY COUNSEL

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

MEETING DATE: March 1, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: An amendment to Agreement No. 94-110, increasing the amount of compensation to the Public Defender's contract, due to special circumstances

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

BACKGROUND INFORMATION:

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

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

AGREEMENT NO. _____
(An Amendment to Agreement Nos. 94-110, 95-112, 96-076,
97-115, 98-090, 99–099, 2000-098, 01-100, 02-118, 03-168,
04-080, 05-116, 06-173, 07-073, 08-069, 09-080, 10-072, 11-052, 12-060, 13-065, 14-057, 15-065)

AMENDMENT to AGREEMENT
FOR
PROFESSIONAL LEGAL SERVICES

The following is an Amendment to that certain Agreement No. 94-110, as amended by Agreement Nos. 95-112, 96-076, 97-115, 98-090, 99-09, 2000-098, 01-100, 02-118, 03-168, 04-080, 05-116, 06-173, 07-073, 08-069, 09-080, 10-072, 11-052, 12-060, 13-065, 14-057 and 15-065 (“Agreement"), by and between the County of Sierra, a political subdivision of the State of California ("the County") and J. Lon Cooper, Esq., "Contractor".

1. Attachment B – Payment is hereby amended to read as follows:

   B.5 SPECIAL CIRCUMSTANCES. $18,000.00.

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

3. This Agreement shall have an Effective Date of February 1, 2015.

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

"COUNTY"

COUNTY OF SIERRA

_____
LEE ADAMS
Chairman, Board of Supervisors

"CONTRACTOR"

_____
J. LON COOPER

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
JAMES A. CURTIS
County Counsel

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

MEETING DATE: March 1, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Introduction and first reading of an Ordinance amending Sections 8.01.030; 8.01.040; and 8.01.080 of the Sierra County Code; repealing Section 8.01.250 of the Sierra County Code; and adding Chapter 8.02 pertaining to administrative penalties for public nuisances created by cultivation of medical marijuana in violation of Chapter 8.01 of the Sierra County Code

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

BACKGROUND INFORMATION:

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

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 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

ORDINANCE NO. _____

Amending Sections 8.01.030; 8.01.040; and 8.01.080 of the Sierra County Code; Repealing Section 8.01.250 of the Sierra County Code; and Adding Chapter 8.02 Pertaining to Administrative Penalties for Public Nuisances Created by Cultivation of Medical Marijuana in Violation of Chapter 8.01 of the Sierra County Code

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

<u>Ordinance Section One</u>:

Findings and Purpose:

In adopting this Ordinance the Board of Supervisors finds as follows:

A. In 1996, the voters of the State of California approved Proposition 215 (codified as California Health and Safety Code section 11362.5 and entitled "The Compassionate Use Act of 1996"). Proposition 215 was intended to enable persons who are in need of marijuana for medical purposes to use it without fear of criminal prosecution under limited, specified circumstances. Proposition 215 further provides that "nothing in this section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes." The ballot arguments supporting Proposition 215 expressly acknowledged that "Proposition 215 does not allow unlimited quantities of marijuana to be grown anywhere."

B. In 2004, the Legislature enacted SB 420, codified as California Health and Safety Code section 11362.7 et seq., and referred to as "The Medical Marijuana Program Act" (hereinafter referred to as MMPA). As subsequently amended the MMPA, under California Health & Safety Code section 11362.83 the counties are expressly allowed to adopt and enforce ordinances that are consistent with the MMPA. In addition the courts in California have recognized and upheld the right of counties and cities to ban or to otherwise regulate the cultivation of marijuana – reference is to *Browne v. County of Tehama*, 213 Cal. App. 4th (2013); also see *Maral v. City of Live Oak*, 221 Cal.App.4th 975.

C. On October 9, 2015, the State of California enacted AB 243, AB 266, and SB 643, which bills regulate various activities pertaining to marijuana, including the cultivation and distribution of marijuana. Under these recently enacted State laws, counties are expressly allowed to ban or to regulate cultivation of marijuana within their jurisdiction

D. The County's geographic and climatic conditions, which include densely forested areas receiving substantial precipitation, along with the sparse population in many areas of the County, provide conditions that are favorable to marijuana cultivation. Marijuana growers can achieve a

high per-plant yield with high economic value because of the County's favorable growing conditions.

E. The indoor cultivation of substantial amounts of marijuana within a residence presents potential health and safety risks to those living in the residence, especially to children, including but not limited to increased risk of fire from grow light systems and improper electrical wiring, exposure to fertilizers, pesticides, anti-fungus/mold agents, and exposure to potential property crimes targeting the residence.

F. Cities and counties throughout the State have reported adverse impacts from marijuana cultivation, including but not limited to increased risks of criminal activity, acts of violence in connection with attempts to protect or steal marijuana grows, degradation of the natural environment, unsanitary conditions, violations of building codes, disagreeable odors, and negative effects on physical, mental and community health. The creation of persistent strong odors as marijuana plants mature and flower is offensive to many people, results in complaints of respiratory problems, and creates an attractive nuisance, alerting persons to the location of valuable marijuana plants and creating an increased risk of crime. Accordingly, the Board of Supervisors finds that the unregulated cultivation of marijuana in the unincorporated area of Sierra County can adversely affect the health, safety, and well-being of the County and its residents.

G. It is the purpose and intent of this Ordinance to implement State law by regulating the cultivation of marijuana and related activities in a manner consistent with State law. It is also the intent of this Ordinance to balance the needs of medical patients and their caregivers and to promote the health, safety, and general welfare of the residents and businesses within the unincorporated territory of the County of Sierra. This Ordinance is intended to be consistent with Proposition 215 and Senate Bill 420 as well as the newly enacted State regulations embodied in AB 266, AB 243 and SB 643. The intent and purpose of this Ordinance is to establish reasonable regulations regarding the manner in which marijuana may be cultivated, including restrictions on the amount and location of marijuana that may be cultivated on any parcel, in order to protect the public's health, safety, and welfare in Sierra County, and to address the adverse impacts previous local regulations have failed to curtail.

H. The Board of Supervisors finds that the regulations established by this Ordinance relating to marijuana cultivation and related activities is proper and necessary to address the risks and adverse impacts as stated herein, that are especially significant if the amount of marijuana cultivated on a single Parcel is not regulated and substantial amounts of marijuana are thereby allowed to be concentrated in one place.

I. Nothing in this Ordinance shall be construed to allow the use of marijuana for non-medical purposes, or allow any activity relating to the cultivation, distribution, processing, storage, transportation or consumption of marijuana that is otherwise illegal under State or Federal law. No provision of this Ordinance shall be deemed to be a defense or immunity to any action brought against any person in Sierra County by the Sierra County District Attorney, the Attorney General of the State of California, or the United States of America.

J. In Sierra County, the typical growing season for Marijuana is approximately April through September of each year. Surrounding counties have adopted restrictions and, in some cases, bans on the cultivation of marijuana in their jurisdictions. The Board of Supervisors finds

that if the regulations set forth in this Ordinance are not adopted then it is likely that Sierra County will continue to encounter increasing numbers of marijuana cultivation sites of increasing size, in locations which will result in public nuisances to the surrounding communities and their residents.

K. There is an immediate need to provide certainty and guidance to those who might choose to cultivate marijuana in Sierra County and to preserve the public peace, health and safety of Sierra County residents by regulating and addressing the public nuisances associated with marijuana cultivation. In addition, if marijuana cultivation is not immediately further regulated, large numbers of illegal marijuana cultivation sites may be introduced into the local market in the near term.

Ordinance Section Two:

Section 8.01.030 of the Sierra County Code is hereby amended to read**:**

8.01.030 Definitions

As used herein the following definitions shall apply:

A. "Accessory Structure" means a separate and legally permitted building or structure located on the same Legal Parcel as a Primary Place of Residence.

B. "Child Care Center" means any licensed child care center, daycare center, childcare home, or any preschool.

C. "Church" means a structure or leased portion of a structure, which is used primarily for religious worship and related religious activities.

D. "Cultivation" or "Cultivate" means the grading, planting, growing, harvesting, drying, curing, trimming, processing, testing or storage, or any combination of these activities, of one or more marijuana plants or any part thereof in any location, indoor or outdoor, including from within a fully enclosed and secure building.

E. "Commercial Cannabis Activity" shall have the same meaning as set forth in Business & Professions Code section 19300.5(k) and shall include all commercial cannabis-related activities contemplated by or for which a license may be required as set forth in AB 266, AB 243, and SB 643 and (codified in the California Business & Professions Code, Government Code, Health and Safety Code, Labor Code and Revenue and Taxation Code) and shall include delivery of marijuana to any person or entity within Sierra County.

F. "Enforcement Officer" means the Sheriff, or his authorized deputies or designees, or any person employed by the County of Sierra and appointed to the position of code enforcement officer, each of whom is independently authorized to enforce this chapter.

G. "Fence" shall mean a wall or barrier connected by boards, masonry, rails, panels or any other materials for the purpose of enclosing space or separating parcels of land.

For purposes of this Chapter, the term "Fence" does not include tarpaulins, cloth material, scrap material, bushes or hedgerows but must be such as to obstruct vision through the fence. Bushes or hedgerows may constitute a fence but must be such as to obstruct vision through the bushes or hedgerows if of adequate height to provide effective screening of the marijuana from outside of the Parcel.

H. "Hazardous Materials" means any substance that is "flammable, explosive, reactive, corrosive or toxic", as further defined in California Health and Safety Code sections 25501 and 25503.5, as may be amended.

I. "Hearing Officer" means a person designated by the Board of Supervisors to conduct administrative hearings as provided in this Chapter.

J. "Identification Card" shall have the same definition as California Health and Safety Code section 11362.5 et seq., as may be amended.

K. "Indoor" or "Indoors" means within a fully enclosed and secure structure that complies with the California Building Code (Title 24, California Code of Regulations) for that specific occupancy type, as adopted by the County of Sierra. Indoors does not include structures that are exempt from the requirement to obtain a building permit under the Sierra County Code and Cultivation of Marijuana is prohibited in any such structure. Any structure used for Cultivation of Marijuana shall have a complete roof enclosure supported by connecting walls extending from the ground to the roof, and a foundation, slab, or equivalent base to which the floor is securely attached. The structure must be secure against unauthorized entry, accessible only through one or more lockable doors, and constructed of solid materials that cannot easily be broken through, such as 2" x 4" or thicker studs overlain with 3/8" or thicker plywood or equivalent materials. Exterior walls must be constructed with non-transparent material. Plastic sheeting, regardless of gauge, or similar products do not satisfy these requirements.

L. "Legal Parcel" means any parcel of real property that may be separately sold in compliance with the Subdivision Map Act (Division 2 (commencing with Section 66410) of Title 7 of the California Government Code).

M. "Marijuana" shall have the same meaning as that set forth in Health and Safety Code section 11018, as may be amended. Marijuana, Medical Marijuana, and the Cultivation thereof, as defined in this Chapter shall not be considered an agricultural activity, operation or facility under Civil Code section 3482.5 or an Agricultural Product or an Agricultural Operation.

N. "Marijuana Plant" means any mature or immature marijuana plant, including without limitation, any marijuana seedling.

O. "Medical Marijuana" shall mean Marijuana recommended by a licensed physician, in accordance with California Health and Safety Code sections 11362.5 through 11362.83, commonly referred to as the Compassionate Use Act and the Medical Marijuana Program Act.

P. "Medical Marijuana Collective" means Qualified Patients and/or designated Primary Caregivers of Qualified Patients, who associate, or form a cooperative in accordance with Section 12300 of the Corporations Code, within the unincorporated area of the County in order to collectively or cooperatively cultivate Marijuana for medical purposes, as provided in Health and Safety Code section 11362.775, as may be amended. The term collective shall include "cooperative" unless the context clearly indicates otherwise.

Q. "Outdoor" or "Outdoors" means any location that is not "Indoors" within a fully enclosed and secure structure as defined herein.

R. "Outdoor Cultivation" shall be deemed to include cultivation in a properly constructed greenhouse.

S. "Outdoor Living Area" means any patio, deck, barbecue, sitting area, dining area, pool, hot tub, enclosed yard or other outdoor space or amenity which is designed and/or used for outdoor living and entertainment.

T. "Parcel" means a "Legal Parcel" as defined herein.

U. "Primary Caregiver" shall have the definition set forth in Health and Safety Code section 11362.7(d), as may be amended and as interpreted by the California Supreme Court in the case of *People v. Mentech* 45 Cal. 4th 274.

V. "Primary Place of Residence" shall mean the Residence at which a Qualified Patient or Primary Caregiver resides, uses or otherwise occupies on a full-time, regular basis.

W. "Qualified Patient" shall have the definition as set forth in Health and Safety Code sections 11362.7(c) and (f), as may be amended.

X. "Residence" shall mean a fully enclosed permanent structure used, designed or intended for human occupancy that, in compliance with applicable building codes and other applicable statutes or ordinance, has been legally established, permitted, or certified as single-family or multi-family dwelling in accordance with the County Code. Recreational Vehicles (RVs), trailers, motorhomes, tents or other vehicles shall not constitute a Residence for purposes of this Chapter, irrespective of whether any such vehicle is otherwise permitted or allowed under the Sierra County Code for temporary occupancy.

Y. "School" means an institution of learning for minors, whether public or private, offering a regular course of instruction required by the California Education Code. This definition includes a nursery school, kindergarten, elementary school, middle or junior high school, senior high school, or any special institution of education, but it does not include a vocational or professional institution of higher education, including a community or junior college, college or university.

Z. "School Evacuation Site" means any location designated by formal action of the governing body, Superintendent, or Principal of any school as a location to which

juveniles are to be evacuated to, or are to assemble at, in the event of any emergency or other incident at the school.

AA. "Sheriff" or "Sheriff's Office" means the Sierra County Sheriff's Office or the authorized representatives thereof.

BB. "Youth-Oriented Facility" means any facility that caters to or provides services primarily intended for minors, or the individuals who regularly patronize, congregate or assemble at the establishment are predominantly minors.

Ordinance Section Two:

Section 8.01.040 of the Sierra County Code is hereby amended to read:

8.01.040 Nuisance Declared; Cultivation Restrictions

A. The Cultivation of Marijuana, either Indoors or Outdoors, on any Parcel in an area or in a quantity greater than as provided herein, or in any other way not in conformance with or in violation of the provisions of this Chapter, or otherwise in a manner that violates any other provision of State law or the Sierra County Code, is hereby declared to be a public nuisance that may be abated by any means available by law. No person owning, leasing, occupying, or having charge or possession of any Parcel within the County shall cause, allow, suffer, or permit such Parcel to be used for the Cultivation of Marijuana in violation of the California Health and Safety Code or this Chapter. The provisions of Chapter 15.40 of the Sierra County Code regarding non-conforming uses shall not apply to the Cultivation of Marijuana.

B. Commercial Cannabis Activity of any nature and in any amount or quantity within the unincorporated territory of Sierra County is hereby prohibited.

C. Marijuana Cultivation is prohibited on any Parcel within the unincorporated territory of Sierra County except as an accessory use to a legally established Residence on a Legal Parcel.

D. Medical Marijuana Cultivation may be undertaken only by:

1. A Qualified Patient who occupies a legal Residence on the Legal Parcel being used for Medical Marijuana Cultivation as his or her primary place of Residence.

2. A Primary Caregiver on behalf of his or her Qualified Patient(s) but only on a Legal Parcel with a legal Residence which is occupied by the Qualified Patient or by the Primary Caregiver as his or her primary place of Residence.

3. In conformance with all applicable State and local laws, including all regulations and restrictions as set forth in this Chapter.

E. Indoor Medical Marijuana Cultivation is allowed only within a legal structure that meets the definition of Indoor as set forth in this Chapter, 8.01, and complies with all applicable provisions of the Sierra County Code. Structures that are exempt from the requirement to obtain a building permit under the Sierra County Code shall not be used for the Cultivation of

Marijuana, provided however, that Cultivation in a greenhouse shall, pursuant to subsection (F), below, be allowed as Outdoor Cultivation, subject to the provisions and restrictions as otherwise set out in this Chapter, 8.01 of the Sierra County Code. Lights used indoors shall comply with all applicable laws, including without limitation, restrictions on the use of lights or lighting that interferes with the use of any radio or other communication device.

F. Outdoor Marijuana Cultivation may, subject to the other provisions and restriction established in this Chapter, 8.01, of the Sierra County Code, only occur on a Legal Parcel that is not less than two (2) acres in size. Cultivation within any detached greenhouse shall be considered Outdoor Cultivation.

1 All Marijuana grown outside of any building must be fully enclosed by an opaque fence at least six (6) feet in height if the Marijuana is visible from any location off of the property which contains the growing Marijuana. Bushes and hedgerows, may constitute an adequate fence under this subdivision if sufficient to prevent a view of the Marijuana.

2. Any outdoor area in which the Marijuana is cultivated shall be set back at least seventy-five (75) feet from all boundaries of the Parcel. Such setback distance shall be measured in a straight line from the fence required by subdivision (F)(1), to the boundary line of the Parcel.

3. No lights may be used outdoors as part of the growing of Marijuana, which prohibition shall also apply to greenhouses.

G. Notwithstanding any other provision of this Chapter (8.01) to the contrary, the following limitations apply to Cultivation of Marijuana, both as to Indoor and to Outdoor Cultivation on any property located within the unincorporated area of Sierra County. These limitations apply irrespective of the number of Qualified Patients or Primary Caregivers residing at the Parcel or participating directly or indirectly in the Marijuana Cultivation activity. These limitations also apply to any person Cultivating Medical Marijuana as a Primary Caregiver(s) for Qualified Patients.

1. Medical Marijuana Cultivation shall be limited to ten (10) Marijuana plants, whether mature or immature, which Cultivation shall not to exceed one hundred (100) square feet, provided however the growing of any single Marijuana plant shall be in an area of not be less than 3 feet by 3 feet and all plants shall be spaced so that they are no greater than 10 feet apart from the next plant.

2. Notwithstanding the limits set out in subparagraph G.1, above, as to the number of plants allowed to be grown, any person growing Medical Marijuana shall be allowed to grow no more than 100 starter plants within the an area not to exceed the restrictions set out in subparagraph G.1, above with the cultivation area limited to a contiguous area with a square footprint not to exceed on hundred (100) square feet. For the purposed of this section, starter plants shall mean a plant that is less than 24 inches in vertical height. The provisions for growing of starter plants is not to be construed to be in addition to the plant count and area limits established in subsection G.1, above. On or after August 1st of each year, no Marijuana plant growing on any property shall be deemed to be a starter plant,

irrespective of the size of the plant.

These limits apply as to each Qualified Patient residing on the property or to each Qualified Caregiver.

3. Cultivation on any Parcel shall be for no more than two (2) individuals, whether as Qualified Patients and/or Qualified Caregivers, such that no more than twenty (20) Marijuana plants within a square footprint not to exceed two hundred (200) square feet shall be allowed on any Parcel.

4. No Marijuana plant shall exceed a height limit of ten (10) feet and cultivation of Marijuana on tiers or any basis for stacking plants within the allowed footprint is prohibited.

H. Cultivation of Marijuana is prohibited Outdoors on any Parcel located within the following areas:

1. Upon any Parcel located within one hundred (100) feet of any School, Church, Park, Child Care Center, or Youth-Oriented Facility. Such distance shall be measured in a straight line from the Fence or other enclosure required by this Chapter to the nearest boundary line of the Parcel upon which the School, Church, Park, Child Care Center, or Youth-Oriented Facility is located.

2. In any location where the Marijuana would be visible from the public right-of-way or publicly traveled private roads at any stage of growth

I. All Cultivation areas shall comply with the following requirements:

1. All Marijuana Cultivation shall be shielded from public view at all stages of growth. All Cultivation areas shall be adequately secure to prevent unauthorized entry, including a secure locking mechanism that shall remain locked at all times when a Qualified Patient or Primary Caregiver is not present within the Cultivation area.

2. There shall be no exterior evidence of Cultivation from a public right-of-way or publicly traveled private road.

3. Marijuana Cultivation shall not adversely affect the health, safety, or general welfare of persons at the Cultivation site or at any nearby residence by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, or vibration, by the use or storage of hazardous materials, processes, products or wastes, or by any other way. The Cultivation of Marijuana shall not subject residents of neighboring parcels who are of normal sensitivity to reasonably objectionable odors.

4. All new structures used or intended for use in Indoor Cultivation shall submit complete construction plans for review to the Building Department, obtain building permits, and obtain required building inspections and a final certificate of occupancy prior to the start of any Indoor Cultivation activities.

5. All electrical, mechanical, and plumbing used for ~~Indoor~~ Cultivation of Marijuana shall be installed with valid electrical, mechanical, and plumbing permits issued and inspected by the Sierra County Building Department, which building permits shall only be issued to the legal owner of the Parcel.

6. All structures used for Cultivation of Marijuana shall contain adequate ventilation, air filtration and odor control filters to prevent odor, mold and mildew in any area used for Cultivation or which is used as, designed or intended for human occupancy, or on adjacent Parcel.

7. Indoor grow lights shall not exceed one thousand two hundred watts (1200W) and shall comply with the California Building, Electrical and any applicable Fire Codes. Gas products (including, without limitation, C02, butane, propane and natural gas), or generators shall not be used within any structure used for Indoor Cultivation. Grow light systems associated with Cultivation shall be shielded to confine light and glare to the interior of the structure and shall conform to all applicable building and electrical codes. Lights used indoors shall not interfere with the use of any radio or other communication devices.

8. Any lights used for the Cultivation of Marijuana shall be shielded or otherwise positioned in a manner that will not shine light outside of the structure in which the Cultivation occurs and shall comply with the requirements of the Sierra County Code and provisions of State law.

9. The Cultivation of Marijuana shall not exceed the noise level standards as set forth in the County General Plan.

10. Wherever Medical Marijuana is grown, a copy of a current and valid, State-issued Medical Marijuana identification card, physician recommendation or Affidavit as set forth in this Section must be displayed at or immediately adjacent to the Cultivation area, in such a manner as to allow law enforcement officers to easily see the recommendation or Affidavit. If a Qualified Patient has a verbal medical recommendation, then the Qualified Patient shall provide an Affidavit setting forth the name and contact information of the physician making the recommendation, the date of the recommendation and amount(s) of Marijuana recommended by the physician. The Affidavit shall be signed under penalty of perjury under the laws of the State of California.

11. If the person(s) Cultivating Marijuana on any Legal Parcel is/are not the legal owner(s) of the Parcel, the person(s) who is/are Cultivating Marijuana on such Parcel shall, (a) give written notice to the legal owner(s) of the Parcel prior to commencing Cultivation of Marijuana on such Parcel, and (b) shall obtain a signed and notarized letter from the legal owner(s) consenting to the Cultivation of Marijuana on the Parcel. The person(s) Cultivating Marijuana shall obtain this written letter of consent from the legal owner prior to Cultivating Marijuana on the Parcel and at least annually thereafter. A copy of the most current letter of consent shall be displayed in the same immediate area as the recommendations set forth in section 8.01.040 (G)(10) in such a manner as to allow law enforcement

officers to easily see the letter of consent without having to enter any building of any type. The person(s) Cultivating Marijuana shall maintain the original letter of consent on the Parcel at which Marijuana is being Cultivated and shall provide the original letter to the Enforcement Officer for review and copying upon request. The Sheriff may prescribe forms for such letters.

12. The use of Hazardous Materials for and/or in association with the Cultivation of Marijuana, except for limited quantities of Hazardous Materials that are below State of California threshold, is prohibited. Any Hazardous Materials stored shall maintain a minimum setback distance of one hundred (100) feet from any private drinking water well, spring, water canal, creek or other surface water body, and two hundred (200) feet from any public water supply well *or source*. The production of any Hazardous Waste as part of the Cultivation process shall be prohibited.

13. All Parcel used for the Cultivation of Marijuana shall have a legal and permitted water source on the Parcel and shall not engage in unlawful or unpermitted diversion *or* drawing of surface water or permit illegal discharges of water from the Parcel.

J. Accessory Structures used for the Cultivation of Marijuana shall meet all of the following criteria:

1. The accessory structure, regardless of size, shall be legally constructed in accordance with all applicable development permits and entitlements including, but not limited to, grading, building, structural, electrical, mechanical and plumbing permits approved by applicable federal, state and local authorities prior to the commencement of any Cultivation activity. The conversion of any existing accessory structure, or portion thereof, for Cultivation shall be subject to these same permit requirements and must be inspected for compliance by the applicable federal, state and local authorities prior to commencement of any Cultivation activity.

2. The accessory structure shall not be built or placed within any setback as required by the Sierra County Code or approved development permit or entitlement.

3. The accessory structure shall be equipped with permanently installed and permitted electricity, and shall not be served by temporary extension cords. Electrical wiring conductors shall be sized based on the current California Electrical Code with anticipated loads identified.

4. The accessory structure shall be equipped with a permanently installed and permitted odor control filtration and ventilation system adequate to prevent any odor, humidity, or mold problem within the structure, on the Parcel, or on adjacent Parcels.

5. If the accessory structure is a greenhouse, the panels shall be of glass or polycarbonate and should be opaque for security and visual screening purposes.

Where the greenhouse panels are not obscure, the greenhouse shall be screened from view by a solid Fence.

K. Where the provisions of this Chapter are more restrictive than other provisions of the Sierra Code, the provisions of this Chapter shall govern.

L. Nothing herein shall limit the ability of the Chief Building Official or designee, Fire Marshall or designee, or any other state or local employees or agents from entering the property to conduct the inspections authorized by or necessary to ensure compliance with this Chapter, or the ability of the Sheriff to make initial inspections or independent compliance checks. The Sheriff is authorized to determine the number and timing of inspections that may be required.

Ordinance Section Three:

Section 8.01.080 of the Sierra County Code is hereby amended to read:

8.01.080 Administrative Review

A. Any person upon whom a notice to abate unlawful Marijuana Cultivation has been served may appeal the determination of the Enforcement Officer that the conditions set forth in the notice constitute a public nuisance. A Hearing Officer assigned by the County Clerk, pursuant to the procedures set out in Chapter 8.02, shall hold an administrative appeal hearing to determine if a nuisance exists which should be abated in accordance with the provisions of this Chapter. Any such administrative review shall be commenced by filing a written request for a hearing with the County Clerk within ten (10) calendar days after the date that said notice was served. The written request shall include a statement of all facts supporting the appeal. The time requirement for filing such a written request shall be deemed jurisdictional and may not be waived. In the absence of a timely filed written request that complies fully with the requirements of this section, the findings of the Enforcement Officer contained in the notice shall become final and conclusive on the eleventh day following service of the notice.

B. Upon timely receipt of a written request for hearing which complies with the requirements of this section, the County Clerk shall assign a Hearing Officer who shall then set a hearing date not less than seven (7) days nor more than thirty (30) days from the date the request is filed. The Clerk shall send written notice of the hearing date to the requesting party, to any other parties upon whom the notice is served, and to the Enforcement Officer.

C. Any hearing conducted pursuant to this Chapter need not be conducted according to technical rules relating to evidence, witnesses and hearsay. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. The Hearing Officer has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.

D. The Hearing Officer may continue the administrative hearing from time to time.

E. The Hearing Officer shall consider the matter *de novo*, and may affirm, reverse, or modify the determinations contained in the notice to abate unlawful Marijuana Cultivation. The Hearing Officer shall issue a written decision which shall be mailed to, or personally served upon, the party requesting the hearing, any other parties upon whom the notice was served, and the Enforcement Officer.

F. The decision of the Hearing Officer shall be final and conclusive.

Ordinance Section Four:

Section 8.01.250 of the Sierra County Code, Regarding Misdemeanor Penalty, is hereby deleted.

Ordinance Section Five:

Chapter 8.02 Regarding Administrative Penalties for Public Nuisances Created by Cultivation of Medical Marijuana in Violation of Chapter 8.01 of the Sierra County Code, is hereby added to read:

Chapter 8.02 Administrative Penalties for Public Nuisances Created by Cultivation of Medical Marijuana in Violation of Chapter 8.01 of the Sierra County Code

8.02.010 Effect

The provisions of this Chapter are adopted pursuant to the authority contained in Government Code Section 53069.4 and are in addition to and shall take precedence over any other provisions of the Sierra County Code with respect to any violation of Chapter 8.01 regulating to Marijuana activities within the unincorporated territory of the County and nothing shall prevent the immediate issuance of a citation pursuant to this Chapter 8.02, with or without a notice of order of abatement upon confirmation of a violation of Chapter 8.01.

8.02.020 Purpose of Administrative Penalties on Public Nuisance

A. This Chapter is adopted to achieve the following goals:

1. To protect the public health, safety and welfare of the communities and citizens in the County of Sierra;

2. To provide a method to penalize responsible parties who fail or refuse to comply with Medical Marijuana Cultivation provisions of the Sierra County Code (ordinances); and

3. To minimize the expense and delay which may otherwise occur if the County pursues violations by responsible parties in the civil or criminal justice system.

B. The procedures established in this Chapter shall be in addition to any applicable criminal, civil or other legal remedies established by law and available to address violations of State law and/or violations of the Sierra County Code (hereinafter, “County Code” or “Code”).

C. Notwithstanding any other provision of this Code, whenever an act, event or condition results in violation of Chapter 8.01 of this Code, the procedures set out in this Chapter may be used to impose an administrative penalty on violators.

8.02.030 Definitions

As used in this chapter:

A. “Citation” or "administrative citation" means a civil citation issued pursuant to this Chapter stating that there has been a violation of one or more provisions of Chapter 8.01 of this code and setting the amount of the administrative penalty to be paid by the responsible party.

B. “Days” means calendar days.

C. “Enforcement Officer” or “Official” means the Building Official, Code Enforcement Officer, Sheriff or designee, or any other individual designated by the Board of Supervisors to enforce and administer the provisions of this Chapter and/or Chapter 8.01 of the Sierra County Code.

D. “Responsible Party” means an individual, association, co-partnership, political subdivision, government agency, municipality, industry. public or private corporation, firm, organization, partnership, joint venture or any other entity whatsoever whose action or actions caused or contributed to violations of codes specified in this chapter.

E. “Year” means three-hundred and sixty-five (365) days.

8.02.040 Administrative penalty

A. Any Responsible Party violating any provision of Chapter 8.01 of this Code may be issued an administrative citation by a Enforcement Officer designated by the Board of Supervisors in accordance the provisions established by this Chapter. The administrative citation shall impose a penalty/fine for each and every Marijuana Plant cultivated in violation of Chapter 8.01 shall be: (1) One Thousand Dollars ($1,000) per plant; plus (2) One Hundred Dollars ($100) per plant per day the plant remains unabated past the abatement deadline set forth in the notice of abatement order.

B. Each and every day a violation of the provisions of the code exists constitutes a separate and distinct offense and shall be subject to citation.

C. The Enforcement Officer may issue a citation for a violation not committed in the Official's presence, if the Official has determined through investigation that the responsible party did commit or is otherwise responsible for the violation.

8.02.050 Procedures

A. The administrative citation shall be issued on a form containing:

1. The name and address of the property owner(s), as such persons' names appear on the last equalized assessment roll, any lessees and responsible parties and the physical address of the property or location where the violation exists or occurred;

2. A statement of the acts, events or conditions which resulted in a violation of the Code, including a reference to the appropriate title and chapter and the date of occurrence of the violation(s) included within the citation;

3. The amount of the administrative penalty imposed by the citation;

4. A statement explaining how, where, to whom, and within what number of days the penalty shall be paid;

5. Identification of appeal rights, including the time within which the administrative citation may be contested and how to contest the citation; and

6. The signature of the Official issuing the citation along with the date of issuance of the citation.

B. The administrative citation shall be served upon the owner of the real property, the lessee and any other responsible party. Failure of the Enforcement Officer to serve any party as required in this section shall not invalidate any provisions of this Chapter.

C. Service of an administrative citation may be made upon the parties either by personal delivery or by first class mail postage prepaid, return receipt requested, and shall be deemed completed when it is served to the address of record of the responsible party.

D. In lieu of personally serving the parties by personal delivery or first class mail postage prepaid, service of the administrative citation and any amended or supplemental citation may be made by substituted service, and may be accomplished as follows:

1. By leaving a copy during usual business hours with the person who is apparently in charge at the recipient's place of business, and by thereafter mailing by first class mail postage prepaid a copy to the recipient at the address where the copy was left, or

2. By leaving a copy at the recipient's dwelling or usual place of abode, in the presence of a competent member of the household, and thereafter mailing by first class mail postage prepaid a copy to the recipient at the address where the copy was left; or

3. In the event the party cannot be served by first class mail postage prepaid, or cannot be personally served and has a property manager or rental agency overseeing the parcel, substituted service may be made as set forth above in subsection (1.) of this section upon the property manager or rental agency; or

4. Substitute service may be effected by posting the property with the administrative citation and mailing .a copy of the citation by first class mail postage prepaid to the party in violation at the address of the property where the violation exists; or

5. If the party cannot be located or service cannot be effected as set forth in this section, service may be made by publication in a newspaper of general circulation.

E. Failure of any party to receive such administrative citation shall not affect the validity of any proceedings taken under this section against any other party. Service by first class mail postage prepaid in the manner provide in this section shall be effective on the date of mailing.

8.02.060 Appeal of Citation

A. A person served with an administrative citation issued pursuant to this Division may file an appeal, with the Sierra County Clerk, within twenty (20) calendar days from the date of service of the administrative citation. The time requirement for filing an appeal with the County Clerk shall be deemed jurisdictional and may not be waived. If no timely appeal is filed, the administrative citation and fees set forth therein is final. The following provisions shall apply to the filing of any appeal:

1. The appeal shall be made in writing on the form to be provided by and available from the County Clerk, and shall include both a mailing address at which the appellant agrees to accept service of notice as well as such other information as required by the form, including a brief statement as to the basis for the appeal. Failure to provide the information required by the appeal form shall constitute a waiver of the right to an appeal and a basis for summary denial of the appeal.

2. Upon the filing of a proper appeal, payment of any fines shall be suspended pending the outcome of the appeal.

3. Upon receipt of a timely and properly filed appeal, the County Clerk shall assign a Hearing Officer and set an appeal. The County Clerk shall appoint a Hearing Officer from a list of individuals, as established by the County, who are available to serve as Hearing Officers, and shall direct the scheduling of an appeal hearing before the selected Hearing Officer. Hearing Officers shall be current or former members of the California State Bar. It is the goal to have appeals heard in an expeditious manner within forty-five (45) days from the receipt of the appeal.

4. Written notice of the date, time and place of the hearing shall be served on the person appealing the administrative citation at least twenty (20) calendar days prior to the date of the hearing by personal service or by first class mail, postage prepaid, including a copy of the certificate of mailing. Service shall be deemed effective upon either personal service on the individual or entity or by depositing the notice in the mail, first class.

B. The appeal hearing shall be conducted pursuant to the following procedures:

1. The Enforcement Officer issuing the administrative citation or the Appellant may request and shall be granted a continuance of the appeal hearing once without prejudice for a period not to exceed twenty-eight (28) days provided, however, that the request for such continuance shall only be effective if made no less than

five (5) full days (120 hours) in advance of the appeal hearing. All requests shall be made in writing by facsimile or e-mail to the Hearing Officer, with a copy to the County Clerk, and the Hearing Officer shall immediately notify the parties to the appeal of the continuance and the rescheduled hearing date. Any additional continuance may be authorized by the Hearing Officer only upon a showing of good cause by the party requesting the continuance or due to Hearing Officer's schedule.

2. The appeal hearing shall be heard either at the Sierra County Courthouse, or at such other location directed by the Hearing Officer with the agreement of the parties.

3. No person shall serve as a Hearing Officer if that person has a direct conflict of interest as defined in Government Code section 87100. If a Hearing Officer becomes aware of such a conflict after being so appointed, the Hearing Officer shall promptly notify the County Clerk in order to allow for the appointment of a new Hearing Officer.

4. No party shall submit any evidence or written briefs prior to the hearing, nor shall there be any ex parte communication between the hearing officer and either the Appellant or the Enforcement Officer. The decision of the Hearing Officer shall be based solely on the evidence presented at the hearing.

5. Prior to receiving any oral testimony, the Hearing Officer shall administer an oath, and all testimony shall be made under penalty of perjury.

6. At the request of the appellant the testimony and oral presentation shall be preserved verbatim either by electronic or stenographic recording. The Appellant shall be responsible for the cost incurred by the County to make any such recording of the appeal and for any transcription that may thereafter be requested or required.

7. All exhibits and other matter introduced and admitted at the appeal hearing shall be duly marked and upon issuance of a written decision the Hearing Officer shall thereafter promptly transmit same to the County Clerk as a part of the record of the hearing.

8. The Hearing Officer shall set the order of presentation of evidence by the parties as well as time limits upon the presentation of evidence and argument. If no time limit is set, the time limit shall be thirty (30) minutes for Appellant, including Appellant's witnesses and thirty (30) minutes for the Enforcement Officer, including any witnesses. If additional time is extended for either party, then equal time shall be extended to the other party. In addition to the presentation of any oral testimony, all parties shall be entitled to introduce relevant written documents into evidence.

C. At the conclusion of the hearing the Hearing Officer shall, based on the evidence submitted at the hearing determine whether the person receiving the administrative citation committed, maintained, or permitted a violation(s) of the Sierra County Code. The decision of

the Hearing Officer and reasons therefore shall be set out in a brief written statement.

D. The decision of the Hearing Officer shall be subject to judicial review pursuant to the provisions of Section 53069.4 of the Government Code, if and only if an appeal is timely filed with the Sierra County Superior Court Clerk, together with the applicable appeal fee, within twenty (20) days after service of the decision of the hearing officer by first class mail, postage prepaid, including a copy of the affidavit or certificate of mailing. Any person filing an appeal shall serve a copy of the notice of appeal in person or by first class mail on the Board with a copy to the Sierra County Clerk. Within fifteen (15) days from a request from the Court, the County Clerk shall forward to the Court the file of the hearing, together with the notice of violation of the code, the notice of code violation hearing before a Hearing Officer, and the decision of the Hearing Officer. If an appeal is not timely filed in accordance with this subsection, all persons are barred from commencing or prosecuting any such action or proceeding or asserting any defense of invalidity or unreasonableness of such decision, proceedings, determinations or actions taken. The failure of a responsible party to appear at an appeal hearing shall constitute a failure to exhaust administrative remedies which may be asserted in any subsequent legal action contesting administrative citation and the levying of the administrative penalty.

E. Neither imposition nor payment of an administrative penalty shall relieve the responsible party from his/her obligation to correct the violation, nor shall it bar further enforcement action by the County.

8.02.080 Payment and Collection

A. In the event the responsible party fails to pay the administrative penalty when due, the County may take any actions permitted by law or ordinance to collect the unpaid penalty, which shall accrue interest at the legal rate of judgment interest in the State of California, commencing thirty (30) days after the administrative penalty becomes due and continuing until paid.

B. In the event a civil action is commenced to collect the administrative penalty, the County shall be entitled to recover all costs associated with the enforcement, investigation, establishment and collection of the penalty. Costs include, but are not limited to, staff time and costs incurred in the enforcement, investigation, establishment and the collection or processing of the penalty and those costs set forth in Code of Civil Procedures Sections 685.010 et seq. and as may otherwise authorized by this Code.

C. The amount of any unpaid administrative penalty, plus any other costs as provided in this Chapter, may be declared a lien on real property owned by the responsible party within the County as follows:

1. Notice shall be given to the responsible party prior to the recordation of the lien, and shall be mailed first class mail postage prepaid to the last known address;

2. When the Enforcement Officer records a lien listing delinquent unpaid administrative penalties with the County Recorder's office, the lien shall specify the amount of the lien, the date of the code violations, the date of the final administrative decision, the street address, legal description, and assessor's parcel number of the parcel on which the lien is imposed, and the name of the owner of

the parcel according to the last equalized assessment roll; and

3. In the event that the lien is discharged, released or satisfied, either through payment or foreclosure, notice of the discharge and release of the lien shall be prepared by the Enforcement Officer.

D. The amount of the unpaid administrative penalty, plus any other costs as provided by this Chapter, may be declared a special assessment against any real property owned by the responsible party and located within the County. The Board of Supervisors may impose the special assessment on one (1) or more parcels. The amount of the assessment shall not exceed the amount of administrative penalty imposed for the violation, plus any cost authorized by other chapters of this Code. The Enforcement Officer may present a resolution to the Board of Supervisors to declare a special assessment, and, upon passage and adoption thereof, shall cause a certified copy to be recorded with the Sierra County recorder's office. The assessment may then be collected at the same time and in the same manner as ordinary taxes are collected, and shall be subjected to the same penalties and the same procedure and sale in the case of delinquency as provided for ordinary property taxes.

E. The County may withhold issuance of licenses, permits and other entitlement for any property whenever an administrative penalty resulting from a code violation on that property remains unpaid or the owner of the property has outstanding, unpaid administrative penalties for violations of the Code.

F. The County may take any action permitted for enforcement of a civil money judgment pursuant to the Enforcement of Law, California Code of Civil Procedure Section 680.010 et seq."

Ordinance Section Six

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

Introduced at a regular meeting of the Board of Supervisors held on the 1st day of March 2016, and passed and adopted by the Board of Supervisors of the County of Sierra, State of California, on the _____ day of _____, 2016, by the following roll call vote, to-wit:

AYES: Supervisor
NOES: Supervisor
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

_____
LEE ADAMS
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____
JAMES A. CURTIS
COUNTY COUNSEL

RECEIVED
FEB 24 2016
BY:

2/16/16

DEAR SUPERVISOR LEE ADAMS,

SIERRA COUNTY IS A SMALL FARMING COMMUNITY WHO DEPENDS ON OUR HARVESTS OF MEDICINAL MARIJUANA TO AQUIRE ALL THE RESOURCES WE NEED TO SURVIVE FOR THE YEAR: 100 SQ FT. IS ROOM ENOUGH FOR 1 PLANT. THE HARVEST OF 1 PLANT IS ABOUT THE AVERAGE AMOUNT OF MEDICINE THAT 1 PERSON NEEDS FOR A YEAR, & THAT IS EQUIVELENT TO ABOUT $7500...

IM NO POLITICIAN, SO MAYBE YOU CAN HELP ME MAKE SENSE OF THIS. THE DECISION TO MAKE THE CURRENT MOVE IS GOING TO CAUSE HARM TO A LOT OF PEOPLE, FOR WHAT? SO A FEW CAN GAIN SOME EXTERNAL POWER & PUT MORE MONEY IN THEIR POCKETS? WHICH SEEMS TO BE THE MAIN OBJECTIVE OF THESE RESTRICTIONS, THAT & DISPLACING A WHOLE COMMUNITY OF HUMBLE FAMILIES...

SO INSTEAD OF TALKING LEGALITIES, OR TECHNICALITIES, OR BEGGING ANOTHER HUMAN TO HAVE MERCY WHEN HE MAKES HIS DECISION, ILL ASK YOU, WHERE IS YOUR HEART AT? THIS IS CLEARLY BEING HANDED DOWN TO YOU, & YOURE SERVING IT TO US... COLD!

THIS IS A TINY EXAMPLE OF WHERE OUR HEARTS & MINDS MUST CHANGE. YOURE IN A POSITION TO DETERMINE THE FUTURE OF MANY LIVES, ARE YOU GOING TO MAKE YOUR DECISION BASED ON WHAT IS RIGHT OR WHAT LOOKS RIGHT IN THE

EYES OF YOUR SUPERIORS? I MEAN SUPERVISOR LEE WHAT'S NEXT ARE WE GOING TO BE TOLD HOW MUCH FOOD WE CAN GROW? ARE WE GOING TO HAVE TO PAY $1000 if I HAVE 1 TOO MANY APPLE TREES? ALL ALONG, ALL THIS CONTROVERSY OVER SOMETHING THAT GROWS NATURALLY ALL OVER THE WORLD. ITS JUST NOT REASONABLE... ITS NONSENSICAL REALLY! OUR RIGHTS ARE BEING VIOLATED, OUR INTELLIGENCE IS BEING DISRESPECTED... WHERE'S THE COMPASSION? WHAT ABOUT LOCAL BUSINESSES? OUR FAMILIES? PLEASE, LEE ADAMS, if YOURE A HUMAN BEING, ASK YOURSELF, "WHERE IS THIS GOING?"... & YOU, & THE REST OF THE SUPERVISORS ON THE BOARD ARE BEING USED TO PULL THE TRIGGER! WE ARE YOUR FAMILY FRIENDS & NEIGHBORS... YOUR PEERS, PLEASE REMEMBER THAT!

THANK YOU FOR YOUR TIME SUPERVISOR ADAMS. if YOU COULD GIVE THIS LETTER TO ANOTHER SUPERVISOR, THANKS!

A HUMBLE MAN WITH A FAMILY
& SIERRA COUNTY RESIDENT,
James Sullivan

2/16/16

RECEIVED
FEB 24 2016
BY:

Dear Mr Adams

I am a medical marijuana patient that currently resides in the beautiful county of Sierra and have been growing my own since 2009. I am writting to you sir out of fear that these new "ordinances" may get voted into place here come the vote in march. The thought of fining sick, hard working folks is absurd and completely silly. I am 100% against any changes in the current laws in regards to medical marijuana. Do not change the number of plants or the size of the garden you can have. 100 square feet is riduculus. I am concerned that if these new laws get voted into affect then patients won't be able to get their medicine like they have in the past. You sir and the board of supervisors have no right to say how much medicine a sick person with a perscription from a Dr can use

possess or need... You guys want to enforce a "Diet" and put limits on limits that are all ready in place.

Please I beg you on behalf of sick people not to vote these new medical marijuana laws into action. If it wasn't for marijuana I do not know if I would be alive today. It has changed my life. Please take these words of a sick, hard working man into consideration. Thank you for taking the time to read my letter on this most important new topic of debate in our beloved county, I trust you will do that right thing...

Sincerly,

RECEIVED
FEB 24 2016
BY:

To Supervisor Lee Adam's

Do you realize how angry your making Sierra Co. marijuana grower's?

Don't tell us how many plant's we can grow. You wouldn't tell a cornfarmer how many corn plant's to grow!

We have a lagretamint place in the agriculture & medical field. We need as many as we can grow for testing in the medical field & to stock dispensary's for patients.

Don't you want to see people who are sick get better? Or would you rather have people think your wicked & un caring!

Prop. 215 Gives us the right to legal access of our medical marijuana!

I have been using marijuana my whole life for medical needs & will continue.

Sierra Co. Resident
Alameta Langhorne

RECEIVED
FEB 26 2016
BY:

Supervisor Lee Adams 02-16-16

Hello I am a Sierra County Resident Miss Kristie Katz. I am a prop 215 Medical Marijuana patient. I was a victim of a car wreck in April 2, 2004. I broke my back, hip and pelvis in 4 places. When I discovered medical marijuana I got my life back and trully started healing. If Ordinance No. 1055 is passed I will not be able to produce enough medicine for the year. I can not afford to go purchase it else where and health insurance doesn't cover medical marijuana only perscription pain pills. I will not take pills for pain. They are highly addictive, Do not fix the pain and kill you slowly. Isn't prop 215 the compassionate care act? Where is the compassion in Ordinance No. 1055? How can I pay $1,000 fine for every plant over and when I can not pay the fine, what then? you take my land? take my health, take my quality of life and most likely my home if I don't comply. All for what? to better your pockets? I'm not a criminal and I do not deserve to be treated like this. I will not let you impose your will on me!!!

Sincerely,
Sierra County Residant.
K. K

Michelle Burr

From: Sarah Jean <honeylovebutterfly@gmail.com>
Sent: Saturday, February 27, 2016 1:11 PM
To: Lee Adams; Peter Huebner; Paul Roen; Jim Beard; Scott Schlefstein; Clerk-Recorder
Subject: Dear Supervisors

Dear Supervisors,

Why does the citizenry always have to come “hat in hand” to their lawmakers to beg for some scrap of understanding when it comes to marijuana? I think it’s because our lawmakers still believe the hundred year old myth that marijuana is evil. It’s time for that to change.

Marijuana is not evil. It is a plant that is valuable for medicinal, herbal, agricultural and industrial purposes. It’s not a drug and never has been. It is not dangerous and never has been (poison oak, foxglove, stinging nettles and oleander are dangerous). It is not addicting and never has been. It doesn’t lead to other drug use any more than beer drinking does. It has been off D.A.R.E.’s list of gateway drugs since 2013.

Marijuana is not responsible for one single death and has been used since ancient times around the world. It was made illegal a hundred years ago, not based on science but on politics, racism, greed and ignorance. It’s time to remove the stigma that’s been attached to it because of politicians who were only interested in filling our prisons or deporting “undesirables.” We need to get rid of the laws against its possession and cultivation — which, I assume, will happen in November, when several measures will be on the ballot to legalize marijuana in California. What is crucial now is that we allow the small farms to continue while multi-billion dollar corporations try to swoop in.

Sierra County is a wonderful place to live in and to visit. If you’ve lived here very long, you’re surely aware that there is only a small part of the county that is premiere for cannabis growing. We should continue to allow this small number of collective gardens that have been acting in compliance with state and local law to continue.

This area was founded by the Gold Rush, when pioneers fought nature to extract something of value from the earth: gold. Now, this area is having a Green Rush, where farming pioneers are also extracting something of value from the earth: the cannabis bud. Unlike the former pioneers who raped and poisoned the land, the new pioneers are nurturing the land so that their crops are pure, renewable and natural.

We citizens who enjoy simple, peaceful living and a prosperous local economy will vote narrow-minded, living-in-the-past politicians out of office. We will repeal foolish legislation. You need to come up with reasonable guidelines for marijuana’s use and cultivation, based on real information; guidelines that fit with the area’s current cannabis industry. Once we secure our right to grow in sensible, regulated ways, we can move forward; cannabis farmers can do what they do best: farm.

Thank you for your consideration.

RECEIVED
FEB 29 2016
BY:

To Sierra County Board of Supervisors,

The following is a petition in opposition to the proposed medical marijuana ordinance signed by 104 supporters in 6 days.

We urge you to take a moment to once more consider the implications of the proposed medical marijuana ordinance. We all would love to put the topic to rest and move on with other matters but for many Sierra County residents, this is a very important part of their lives.

We believe the county should only pass ordinances that are enforceable. We encourage you to look to the communities that have formed a committee or task force and are working to create sensible policies to regulate cannabis, particularly our neighbor with which we have the most in common, including a joint school district, Plumas. (see attached list)

There is no need to rush or at this point and should you stick to the proposed ordinance it will likely create more harm than good. Many constituents object to the following rules:

- The footprint limit. Many residents' gardens have been established for years and use a variety of styles from raised beds & boxes, trenches, mounds, pots, etc. It is clear you do not understand cultivation in creating this rule.
- The plant count limit. This is also a clear indication that you do not understand cultivation. The state's regulations coming in 2018 distinguish license size based on total garden site size, not plant counts, for very good reasons that we'd be happy to discuss.
- The parcel size limits. You are forcing a lot of people who have never offended a single neighbor to grow indoors which requires a knowledge of electrical code, something very few people in the country know. You are putting us all at a greater danger of fire when we thought it couldn't get much worse.
- Changing the setback from 10' to 75'. Again, everyone's gardens, greenhouses and fences are established based on the ordinance from 2015. 65' will not make much difference to a neighbor if they are decidedly against medical marijuana cultivation.
- The limit only allowing grows for 2 people on a parcel. You are restricting so many people from being able to grow their own and then limiting their neighbors from being able to grow for them. This is doubly detrimental. You will be forcing fixed-income residents who wish to live within the law to drive to Sacramento to purchase cannabis (probably grown in our region) at retail prices. For many patients growing medical marijuana is an affordable alternative to expensive pharmaceuticals like opiates, morphine, anti-depressants, ADD & ADHA medications, sleep medications and more. You are depriving these people of their quality of life and health.
- The $1,000/plant immediate fine. This is not a thoughtful way to enforce the restrictions of the proposed ordinance. We believe there is a more thoughtful way to work with people. Fear and punishment are generally ineffective in getting people to change their ways. Take note of Norway, where the longest prison sentence for any

crime is limited to 21 years and they have the lowest murder rate in the world. We are so insulted at the comparison made by Jim Beard of marijuana cultivators and murderers. People have used marijuana since before Christ and not one person has ever died from using it.
We live in a rural county with a right to farm. The state of California has declared cannabis an agricultural product. This may be more of an issue for the planning commission than it is for the Board of Supervisors.

We believe what is at the root of the issue here is not land-use, an odor nuisance, safety, health, privacy issues, etc. but an attack on a misunderstood culture of marijuana users and supporters. You cannot legislate morality. Prohibition creates criminals; regulation generates taxes and creates a safe marketplace.

We'd also like to reiterate a statement we heard in Loyalton recently. By putting it to vote you give majority rule, but the majority isn't always right. We are confident with time we all can reach an understanding that to tax and regulate cannabis is a better, safer and more economically viable option than to prohibit it.

We do not find that the committee tasked with reviewing our ordinance did their due diligence and acted democratically. It is our impression they are catering to one small, yet zealous and unbending faction who mostly congregate in one small subdivision.

Our recommendation is to sadly, go back to the drawing board and create a real compromise that addresses the public concerns and allows patients and providers to continue living within the law. We also ask you to take note that after much research into the field the state is doing away with plant counts and using total garden size to create a tiered system for regulation. Taking away the need to split hairs over starter plants, male plants, mature plants, size of plants, size of grow boxes, etc. etc. allows farmers to farm the way they find best suits them. 1 big plant or 5 small plants; you're splitting hairs over a moot point. There are a thousand ways to arrive at the same destination in farming and it is so frustrating to be regulated by people who do not understand the craft or take the time to try. Neither would a pig farmer want to be regulated by an insurance agency nor would a member of law enforcement want to be regulated by a scuba diving association.

Lets come together to allow already safe, legal and honorable marijuana collectives and patients to continue while transitioning toward future regulations and taxation. We then suggest forming a fair and balanced task force to work through the next year to develop regulations in line with MMRSA and Sierra County values. We are in support of this.

We encourage you to not pull the rug out from under people's feet that have been operating legal collectives and non-profit organizations; which do allow for their members or staff to be paid just the same as the director of the Red Cross. We are happy to explain the accounting of non-profit collectives at your request. If you want to

understand how someone makes an income in a non-profit ask a corporate or tax lawyer; if you want to understand traffic laws then ask law enforcement officers. Not the other way around.

We are available to discuss the intricacies of cannabis cultivation, as we understand it and how it impacts our community. We offer up our knowledge & experiences to have an honest conversation with anyone sincerely interested. If you have some time for one of our members please let us know. We understand the public's concerns. Please open your hearts and minds to finding viable solutions & compromises. Only through conversation can we find understanding.

Should you continue to support the proposed ordinance the county will be facing litigation, lawsuits, increased crime, and increased black-market activity.

Plumas: http://www.resilientsierra.com/plumas-county-med-can-012616.html#.VsOYSvWlqO8.facebook
Lassen: http://www.lassennews.com/story/2016/02/16/news/supes-look-at-marijuana-ordinance-amendments/823.html
Placer: http://placer.ca.gov/news/2016/jan/placer-approves-placeholder-medical-marijuana-ordinance
Calaveras: http://www.calaverasenterprise.com/news/article_a3fdae04-d53a-11e5-b9e1-bf9941ea233f.html

http://www.calaverasenterprise.com/news/article_638e8f5c-d9c5-11e5-8435-1bb850c1c256.html
Santa Cruz: http://www.kionrightnow.com/news/local-news/santa-cruz-county-sets-new-rules-for-commercial-cultivation-of-medical-marijuana/36863872
Weed: http://www.mtshastanews.com/article/20160217/NEWS/160219718/?Start=3
Arcata: https://nextcity.org/daily/entry/california-city-arcata-innovation-zone-marijuana
Humbolt: http://humboldtgov.org/civicalerts.aspx?AID=750

And counties that have maintained reasonable ordinances in line with Prop 215, still the law of the land until MMRSA is set in play:

Mendocino: https://www.co.mendocino.ca.us/hhsa/chs/mmic.htm
San Louis Obispo: http://www.sanluisobispo.com/news/local/article49949450.html

Petitions are available to view in the Clerk-Recorder's Office.

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

MEETING DATE: March 1, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: County Counsel
APPROVING PARTY: James A. Curtis
PHONE NUMBER: 289-3295

AGENDA ITEM: Closed session pursuant to Government Code Section 54956.9(d)(2) to discuss claims filed against the County by Randy Bendel.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other
Claims against the County

BACKGROUND INFORMATION:

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

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

File With:
County Clerk
Sierra County
PO Drawer D
Downieville, CA 95936

CLAIM FOR MONEY OR DAMAGES AGAINST THE COUNTY OF SIERRA

RESERVE FOR FILING STAMP

CLAIM NO. 2016/001

FILED
SIERRA COUNTY CLERK
FEB 9 2016
HEATHER FOSTER
BY: _____ DEPUTY

A claim must be presented, as prescribed by the Government Code of the State of California, by the claimant or a person acting on his/her behalf and shall show the following:

If additional space is needed to provide your information, please attach sheets, identifying the paragraph(s) being answered.

1. Name and Post Office address of the Claimant:

Name of Claimant: Randy E. Bendel

Post Office Address: PO Box 191, Lakeside, OR 97449

2. Post Office address to which the person presenting the claim desires notices to be sent:

Name of Addressee: Telephone:

Post Office Address:

3. The date, place and other circumstances of the occurrence or transaction which gave rise to the claim asserted.

Date of Occurrence: September, 2015 Time of Occurrence:

Location:

Circumstances giving rise to this claim:

Lee Kirby, the clerk of the coourt and Judge Ervin mailed a minute order in case CV 7525 to me claiming fees which are not owed. There is no case 7525. There is a cases 7535, but Judge Ervin is disqualified in this case. Judge Ervin and Clerk Kirby are committing mail fraud and general fraud.

4. General description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of the presentation of the claim.

Violation of civil rights, unfair deby collection practices, fraud, mail fraud wire fraud.

5. The name or names of the public employee or employees causing the injury, damage, or loss, if known.

6. **If amount claimed totals less than $10,000:** The amount claimed, if less than ten thousand dollars ($10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed.

Amount Claimed and basis for computation:

If amount claimed exceeds $10,000: If the amount claimed exceeds ten thousand dollars ($10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case. A limited civil case is one where the recovery sought, exclusive of attorney fees, interest and court costs does not exceed $25,000. An unlimited civil case is one in which the recovery sought is more than $25,000. (See CCP § 86.)

☐ Limited Civil Case ☒ Unlimited Civil Case

You are required to provide the information requested above in order to comply with Government Code §910. Additionally, in order to conduct a timely investigation and possible resolution of your claim, the [CITY/AGENCY] requests that you answer the following questions.

7. Name, address and telephone number of any witnesses to the occurrence or transaction which gave rise to the claim asserted:

Randy Bendel, PO Box 191, Lakeside, OR 97449

Lee Kirby and Charles Ervin 100 Courthouse Square, Downieville, CA ~~95941~~ 95936

8. If the claim involves medical treatment for a claimed injury, please provide the name, address and telephone number of any doctors or hospitals providing treatment:

9. *If applicable, please attach any medical bills or reports or similar documents supporting your claim.*

If the claim relates to an automobile accident:

Claimant(s) Auto Ins. Co.: Telephone:

Address:

Insurance Policy No.:

Insurance Broker/Agent: Telephone:

Address:

Claimant's Veh. Lic. No.: Vehicle Make/Year:

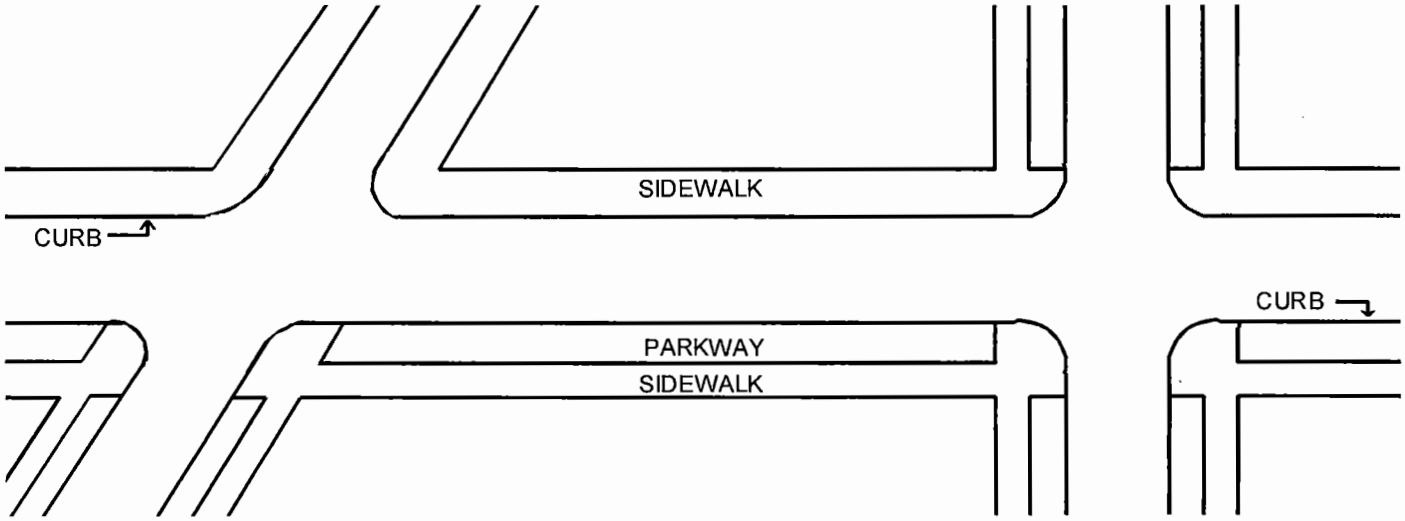
Claimant's Drivers Lic. No.: Expiration:

If applicable, please attach any repair bills, estimates or similar documents supporting your claim.

READ CAREFULLY

For all accident claims, place on following diagram name of streets, including North, East, South, and West; indicate place of accident by "X" and by showing house numbers or distances to street corners. If City/Agency Vehicle was involved, designate by letter "A" location of City/Agency Vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City/Agency Vehicle; location of City/Agency vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X."

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



Warning: Presentation of a false claim is a felony (Penal Code §72). Pursuant to CCP §1038, the City/Agency may seek to recover all costs of defense in the event an action is filed which is later determined not to have been brought in good faith and with reasonable cause.

Signature: Date: 2/5/16

See attached fraudulent order.
Go see case 7525

FILED

SEP 08 2015

SIERRA SUPERIOR COURT
BY DEPUTY CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SIERRA

RANDY E. BENDEL

Plaintiff,

vs.

WILLIAM ANDREASEN, ET AL,

Defendant.

Case No. S -0046 - CV -0000007525

MINUTE ORDER

HON. CHARLES H. ERVIN, Presiding:

THE COURT having set the matter for hearing on May 19, 2015 at 9:00 a.m. re Plaintiff's Request for Fee Waiver, filed on April 14, 2015;

The Court finds proper notice was given to the Plaintiff of the hearing by Clerk's Certificate of Mailing dated April 21, 2015;

The Plaintiff having failed to appear for the Hearing on Fee Waiver as set and noticed on May 19, 2015 at 9:00, the Court hereby orders the Fee Waiver Request denied as incomplete and that the defendant has ten (10) days after the clerk gives notice of this Minute Order to pay fees of $435.00 (complaint of other first paper in unlimited civil case filing fee pursuant to Government Code 70661), $60 (ex parte application seeking in which other party is to be notified pursuant to GC70617(a)) and $20 (request for order authorizing service of summons by posting order pursuant to Government Code 70617(c)(3)) for a total of fees assessed in this matter of $515.

So ordered.

Dated: September 8, 2015

CHARLES H. ERVIN, Judge of the Superior Court

I HEREBY CERTIFY the foregoing to be a full, true and correct copy of an order entered on the minutes of said Superior Court, in the above-entitled case.

ATTEST my hand and seal of the Superior Court of the State of California, County of Sierra,

SIERRA COUNTY SUPERIOR COURT

DATED: 9/8/2015

By _____ Clerk
Lee E. Kirby

ENDORSED:
FILED:

OCT 02 2015

SIERRA SUPERIOR COURT
BY Lee E. DEPUTY CLERK

CERTIFICATION OF SERVICE BY MAIL

Case Name: BENDEL VS. ANDRAESEN
Case No. S -0046 - CV -0000007525

LEE KIRBY, the undersigned says that she is a citizen of the United States, over 18 years of age, employed in the County of Sierra, not a party to the within action, and that her address is 100 Courthouse Square, Downieville, California, 95936.

The undersigned further states that she served a copy of the attached MINUTE ORDER, filed on September 8, 2015, by placing said copy in an envelope addressed to:

RANDY E. BENDEL
P.O. BOX 191
LAKESIDE, OR 97449

which envelope was then sealed and postage fully prepaid thereon, and thereafter was on October 2, 2015, deposited in the United States Mail at Downieville, California. That there is delivery service by United States Mail between the place of mailing and the place addressed.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on October 2, 2015, at Downieville, California.

Lee E. Kirby

LEE KIRBY, Clerk of the Court

P:\WPSHARE\CCM00189.wpd

File With:
County Clerk
Sierra County
PO Drawer D
Downieville, CA 95936

CLAIM FOR MONEY OR DAMAGES AGAINST THE COUNTY OF SIERRA

RESERVE FOR FILING STAMP

CLAIM NO. 2016/002

FILED
SIERRA COUNTY CLERK
FEB 11 2016
HEATHER FOSTER
BY: DEPUTY

A claim must be presented, as prescribed by the Government Code of the State of California, by the claimant or a person acting on his/her behalf and shall show the following:

If additional space is needed to provide your information, please attach sheets, identifying the paragraph(s) being answered.

1. Name and Post Office address of the Claimant:

Name of Claimant: Randy E. Bendel

Post Office Address: PO Box 191, Lakeside, OR 97449

2. Post Office address to which the person presenting the claim desires notices to be sent:

Name of Addressee: same as above Telephone: N/A

Post Office Address: same as above

3. The date, place and other circumstances of the occurrence or transaction which gave rise to the claim asserted.

Date of Occurrence: October, 2015 Time of Occurrence:

Location: Oregon via mail fraud

Circumstances giving rise to this claim:

See Attachment 3 with Exhibits.

4. General description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of the presentation of the claim.

Violation of civil rights, unfair debt, collection practices, fraud, mail fraud wire fraud.

5. The name or names of the public employee or employees causing the injury, damage, or loss, if known.

Charles Ervin, Lee Kirby

6. **If amount claimed totals less than $10,000:** The amount claimed, if less than ten thousand dollars ($10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed.

Amount Claimed and basis for computation:

$5,000,000 for civil rights violations under color of law, treble damages under RICO, wire fraud, mail fraud, racketeering, civil conspiracy. Claimanat also seeks injunctive relief and attorney's fees.

If amount claimed exceeds $10,000: If the amount claimed exceeds ten thousand dollars ($10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case. A limited civil case is one where the recovery sought, exclusive of attorney fees, interest and court costs does not exceed $25,000. An unlimited civil case is one in which the recovery sought is more than $25,000. (See CCP § 86.)

☐ Limited Civil Case ☒ Unlimited Civil Case

You are required to provide the information requested above in order to comply with Government Code §910. Additionally, in order to conduct a timely investigation and possible resolution of your claim, the [CITY/AGENCY] requests that you answer the following questions.

7. Name, address and telephone number of any witnesses to the occurrence or transaction which gave rise to the claim asserted:

Randy Bendel, PO Box 191, Lakeside, OR 97449

Lee Kirby and Charles Ervin 100 Courthouse Square, Downieville, CA 95901

8. If the claim involves medical treatment for a claimed injury, please provide the name, address and telephone number of any doctors or hospitals providing treatment:

9. *If applicable, please attach any medical bills or reports or similar documents supporting your claim.*

If the claim relates to an automobile accident:

Claimant(s) Auto Ins. Co.: Telephone:

Address:

Insurance Policy No.:

Insurance Broker/Agent: Telephone:

Address:

Claimant's Veh. Lic. No.: Vehicle Make/Year:

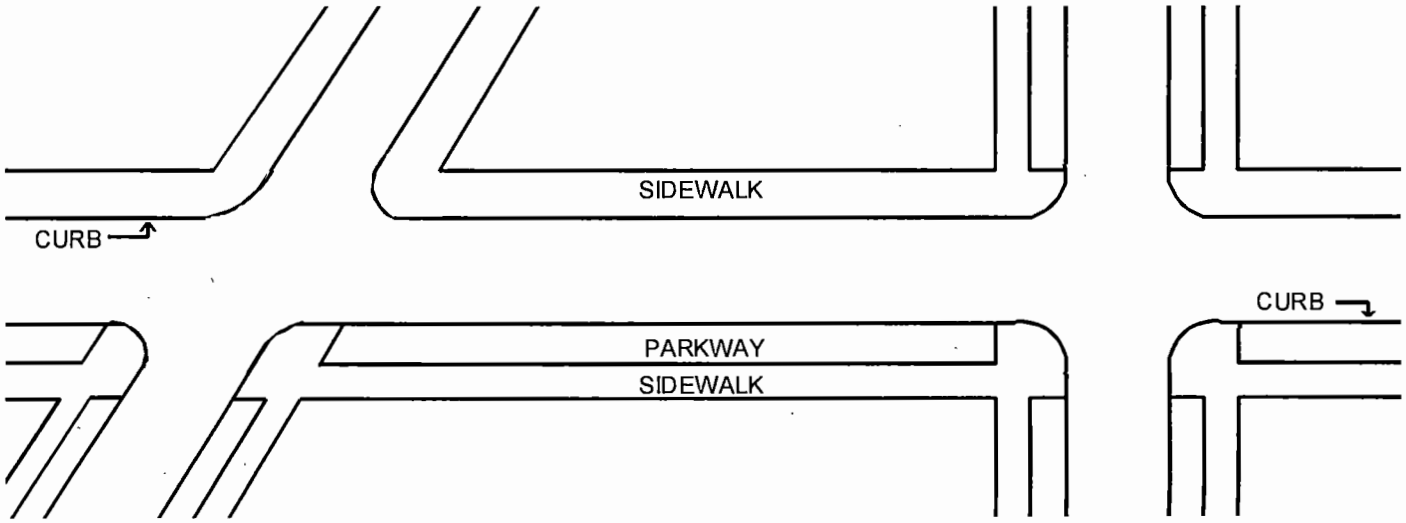
Claimant's Drivers Lic. No.: Expiration:

If applicable, please attach any repair bills, estimates or similar documents supporting your claim.

READ CAREFULLY

For all accident claims, place on following diagram name of streets, including North, East, South, and West; indicate place of accident by "X" and by showing house numbers or distances to street corners. If City/Agency Vehicle was involved, designate by letter "A" location of City/Agency Vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City/Agency Vehicle; location of City/Agency vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X."

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



Warning: Presentation of a false claim is a felony (Penal Code §72). Pursuant to CCP §1038, the City/Agency may seek to recover all costs of defense in the event an action is filed which is later determined not to have been brought in good faith and with reasonable cause.

Signature: _____ Date: 2/6/16

ATTACHMENT 3 TO CLAIM FOR DAMAGES AGAINST SIERRA COUNTY

Claimant has been locked on a battle with the Sierra County Court regarding claims against William and Patricia Andlraesen. Case 7525 was first submitted by Claimant and rejected by the court and then re-filed. Judge Ervin then issued unlawful orders attempting to dissuade Claimant from obtaining a fee waiver.and Claimant dismissed the action on or about May 17, 2015 before a scheduled hearing on May 18.

Plaintiff assumed the action was dismissed. In fact, Claimant re-filed case 7525 which was renumbered 7535 and Judge Ervin was affidavited. Judge Kennelly had recused himself and the matter was transferred to Nevada County. Case 7535 was dismissed in October of 2015 without prejudice.

In September of 2015, without any subsequent notice to Claimant, Judge Ervin issued orders in Case 7525 which was dismissed. There were no notices from May of 2015 given to Claimant. More incredibly, the notice was mailed October 2, 2015. This action was dismissed voluntarily.

No notice was given about the results of the scheduled hearing on May 19, 2015 until October. The Minute Order and any attempts to collect are fraudulent. The action was dismissed. After it was dismissed and re-

filed, Judge Ervin knew he was disqualified. Judge Ervin and Mr. Kirby are engaged in fraud and mail fraud and acts beyond their jurisdiction made under color of law in violation of state and Federal law and Claimant's civil rights.

Before acting on this claim, Claimant request that county counsel take judicial notice of case 7525, 7535, 7566 and 7567. Additionally, Claimant also asks that county counsel take judicial notice of Sierra County criminal case 3010.

Sierra County has negligently managed its court facilities and allowed judicial officers and the clerk of the court to engage in fraud.

Finally, county counsel should also note that all court clerks were terminated in or about June of 2015 which is further evidence of Claimant's claims.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Randy Bendel
P.O. Box 191
TELEPHONE NO.: FAX NO. (Optional):
E-MAIL ADDRESS (Optional):
ATTORNEY FOR (Name):

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SIERRA
STREET ADDRESS: 100 Courthouse Square
MAILING ADDRESS: P.O. Box 476
CITY AND ZIP CODE: Downieville, CA 95936
BRANCH NAME:

PLAINTIFF/PETITIONER: Randy Bendel
DEFENDANT/RESPONDENT: William Andraesen

REQUEST FOR DISMISSAL

CASE NUMBER: 7525

A conformed copy will not be returned by the clerk unless a method of return is provided with the document.

This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)

1. TO THE CLERK: Please **dismiss** this action as follows:
   a. (1) [ ] With prejudice (2) [✓] Without prejudice
   b. (1) [✓] Complaint (2) [ ] Petition
   (3) [ ] Cross-complaint filed by *(name)*: on *(date)*:
   (4) [ ] Cross-complaint filed by *(name)*: on *(date)*:
   (5) [ ] Entire action of all parties and all causes of action
   (6) [ ] Other *(specify)*:*

2. *(Complete in all cases except family law cases.)*
   The court [ ] did [✓] did not waive court fees and costs for a party in this case. *(This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).*

Date: May 15, 2015

Randy Bendel
(TYPE OR PRINT NAME OF [ ] ATTORNEY [✓] PARTY WITHOUT ATTORNEY)

(SIGNATURE)

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

Attorney or party without attorney for:
[✓] Plaintiff/Petitioner [ ] Defendant/Respondent
[ ] Cross-Complainant

3. **TO THE CLERK:** Consent to the above dismissal is hereby given.**
   Date:

(TYPE OR PRINT NAME OF [ ] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

(SIGNATURE)

** If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

Attorney or party without attorney for:
[ ] Plaintiff/Petitioner [ ] Defendant/Respondent
[ ] Cross-Complainant

(To be completed by clerk)

4. [ ] Dismissal entered as requested on *(date)*:
5. [ ] Dismissal entered on *(date)*: as to only *(name)*:
6. [ ] Dismissal **not entered** as requested for the following reasons *(specify)*:
7. a. [ ] Attorney or party without attorney notified on *(date)*:
   b. [ ] Attorney or party without attorney not notified. Filing party failed to provide
   [ ] a copy to be conformed [ ] means to return conformed copy

Ex A

Date: Clerk, by _____, Deputy

PLAINTIFF/PETITIONER: Randy Bendel DEFENDANT/RESPONDENT: William Andraesen	CASE NUMBER: 7525

COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover $10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for *(name):*
2. The person named in item 1 is *(check one below):*
   a. ☐ not recovering anything of value by this action.
   b. ☐ recovering less than $10,000 in value by this action.
   c. ☐ recovering $10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*
3. ☐ All court fees and court costs that were waived in this action have been paid to the court *(check one):* ☐ Yes ☐ No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: _____

_____ ▶ _____

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION) (SIGNATURE)

Ex A

FILED

SEP 08 2015

SIERRA SUPERIOR COURT
BY DEPUTY CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SIERRA

RANDY E. BENDEL

Plaintiff,

vs.

WILLIAM ANDREASEN, ET AL,

Defendant.

Case No. S -0046 - CV -0000007525

MINUTE ORDER

HON. CHARLES H. ERVIN, Presiding:

THE COURT having set the matter for hearing on May 19, 2015 at 9:00 a.m. re Plaintiff's Request for Fee Waiver, filed on April 14, 2015;

The Court finds proper notice was given to the Plaintiff of the hearing by Clerk's Certificate of Mailing dated April 21, 2015;

The Plaintiff having failed to appear for the Hearing on Fee Waiver as set and noticed on May 19, 2015 at 9:00, the Court hereby orders the Fee Waiver Request denied as incomplete and that the defendant has ten (10) days after the clerk gives notice of this Minute Order to pay fees of $435.00 (complaint of other first paper in unlimited civil case filing fee pursuant to Government Code 70661), $60 (ex parte application seeking in which other party is to be notified pursuant to GC70617(a)) and $20 (request for order authorizing service of summons by posting order pursuant to Government Code 70617(c)(3)) for a total of fees assessed in this matter of $515.

So ordered.

Dated: September 8, 2015

CHARLES H. ERVIN, Judge of the Superior Court

I HEREBY CERTIFY the foregoing to be a full, true and correct copy of an order entered on the minutes of said Superior Court, in the above-entitled case.

ATTEST my hand and seal of the Superior Court of the State of California, County of Sierra,

SIERRA COUNTY SUPERIOR COURT

DATED: 9/8/2015

By _____ Clerk
Lee E. Kirby

Ex B

ENDORSED:
FILED:

OCT 02 2015

SIERRA SUPERIOR COURT
BY Lee E. DEPUTY CLERK

CERTIFICATION OF SERVICE BY MAIL

Case Name: BENDEL VS. ANDRAESEN
Case No. S -0046 - CV -0000007525

LEE KIRBY, the undersigned says that she is a citizen of the United States, over 18 years of age, employed in the County of Sierra, not a party to the within action, and that her address is 100 Courthouse Square, Downieville, California, 95936.

The undersigned further states that she served a copy of the attached MINUTE ORDER, filed on September 8, 2015, by placing said copy in an envelope addressed to:

RANDY E. BENDEL
P.O. BOX 191
LAKESIDE, OR 97449

which envelope was then sealed and postage fully prepaid thereon, and thereafter was on October 2, 2015, deposited in the United States Mail at Downieville, California. That there is delivery service by United States Mail between the place of mailing and the place addressed.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on October 2, 2015, at Downieville, California.

Lee E. Kirby

LEE KIRBY, Clerk of the Court

P:\WPSHARE\CCM00189.wpd

Ex B

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

MEETING DATE: March 1, 2016	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Health & Human Services
APPROVING PARTY: Darden Bynum, LCSW, Director
PHONE NUMBER: (530) 993-6701

AGENDA ITEM: Approval to reclass previously approved position.

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

BACKGROUND INFORMATION: The current, board approved, unfilled position of Public Health Educator needs to be re-classified at the lesser paid position of a Community Outreach Coordinator. This will result in a salary savings. The responsibilities and duties have been re-evaluated and it has been determined that this allows for a wider net of recruitment and for a broader base of performance duties.

FUNDING SOURCE: 5610
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $ N/A

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

SIERRA COUNTY Health and Human Services

Social Services
P.O. Box 1019
Loyalton, California 96118
202 Front Street
530-993-6720
Fax 530-993-6767

Downieville, California
P.O. Box 38
Downieville, California 95936
22 Maiden Lane
530-289-3711
CPS 530-289-3720
Fax 530-289-3716

Mental Health/Drug/Alcohol
P.O. Box 265
Loyalton, California 96118
704 Mill Street
530-993-6746
Fax 530-993-6759

Health Department
P.O. Box 7
Loyalton, California 96118
202 Front Street
530-993-6700
Fax 530-993-6790

SIERRA COUNTY CALIFORNIA 1852

Darden Bynum, LCSW
Director

Memorandum

To: Sierra County Board of Supervisors
From: Darden Bynum, LCSW, Director, Health & Human Services
Reference: agenda items
Date of memo: 2.22.16
Date of Board: Request to Reclass Previously Approved Position

Executive summary: The Sierra County Board of Supervisors previously approved the Sierra County Health & Human Services to fill a Public Health Educator Position. This request is to reclass the previously approved position to a *lower* pay-grade job classification, providing for salary savings and for flexibility in extending the scope of duties.

Background information: Budget-wise, the hourly range of the Public Health Educator is from 21.1979 to 23.3708. The lower hourly range for a Community Outreach Coordinator is 19.5036 to 21.5028. In addition to this payroll savings for the H&HS budget, broadening this job classification from a Public Health Educator series to a Community Outreach Coordinator, allows for a wider net of recruitment and for a broader base of performance duties. This broader base would include but not be limited to: encouraging participation by businesses, local and regional agencies, providing technical assistance, and securing commitment from existing and extended stakeholders for grass-roots health assessments. Ultimately these efforts would be leading to county-wide health accreditation.

Action requested: H&HS respectfully requests the Board of Supervisors to approve this use agreement.

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

MEETING DATE: March 1, 2016	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Health & Human Services
APPROVING PARTY: Darden Bynum, LCSW, Director
PHONE NUMBER: (530) 993-6701

AGENDA ITEM: Approval of SPJUSD facilities use agreement with Sierra County Social Services to provide class room space to administer required GED classes for Welfare to Work participants.

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

BACKGROUND INFORMATION: This use agreement will provide a classroom to administer GED classes to assist people to gain work-readiness skills through the Welfare to Work Program in Sierra County.

FUNDING SOURCE: SOCIAL SERVICES
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: 5800
AMOUNT: $2,360.00 Annually

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

SIERRA COUNTY Health and Human Services

Social Services
P.O. Box 1019
Loyalton, California 96118
202 Front Street
530-993-6720
Fax 530-993-6767

Downieville, California
P.O. Box 38
Downieville, California 95936
22 Maiden Lane
530-289-3711
CPS 530-289-3720
Fax 530-289-3716

Mental Health/Drug/Alcohol
P.O. Box 265
Loyalton, California 96118
704 Mill Street
530-993-6746
Fax 530-993-6759

Health Department
P.O. Box 7
Loyalton, California 96118
202 Front Street
530-993-6700
Fax 530-993-6790

Darden Bynum, LCSW
Director

Memorandum

To: Sierra County Board of Supervisors
From: Darden Bynum, LCSW, Director, Health & Human Services
Reference: Agenda items
Date of memo: 2.22.16
Date of Board Meeting: 3.1.16
Regarding: SPJUSD Facilities Use Agreement

Executive summary: This use agreement, between Sierra County Health & Human Services and the Sierra Plumas Joint Unified School District, is to seek Board of Supervisors' approval prior to requesting approval from the Sierra County School Board. Both Boards need to agree to assisting people to gain work-readiness skills through this program offered by H&HS on school district property.

Background information: Since there are no other welfare-to-work organizations in Sierra County, this use agreement is between the two organized entities to provide funding and the venue. Welfare to Work programs have been federally funded since the 1990s, and help people acquire basic educational skills. This program has no current impact on county general fund dollars. These changes are standardized changes.

Action requested: H&HS respectfully requests the Board of Supervisors to approve this use agreement.

SIERRA-PLUMASJOINT UNIFIED SCHOOL DISTRICT

Merrill M. Grant, Superintendent
PO Box 955, 109 Beckwith Road, Loyalton CA 96118
530 993-1660 Phone 530 993-0828 FAX

The following conditions must be met for any group or individual to be given permission to utilize or to continue to utilize school or District facilities:

I, the undersigned, have read, understand and agree to Items 1 – 13, inclusive:

_____ _____
Print Name of Facility User Date

_____
Signature of Facility User

1. Any group using school facilities shall provide verification of liability insurance prior to use. A certificate of insurance shall be submitted with an endorsement specifically releasing:
   Sierra -Plumas Joint Unified School District, its governing Board, the individual members thereof, and all district officers, agents and employees free and harmless from any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use or occupancy of school property.

1. No more than two pre-approved adults over 21 years of age will be authorized to be "in charge" - the person who signed the request and one other named and approved responsible individual.

2. Direct supervision is required at all times by at least one of the two approved individuals.

3. A definite schedule of use must be submitted to the site administrator, approved, and adhered to (no "open-ended" activities will be approved as of the date of this letter, and any existing "open ended" activities must cease.) Unscheduled use of any facility will be considered unauthorized and may result in the revocation of facility use authorization.

4. School needs must be respected at all times.

5. Loss or breakage of school equipment, supplies, or facilities will be reimbursed by the approved user.

6. Unless otherwise arranged, the approved group will use its own equipment (balls, etc.).

7. No materials, equipment or supplies in a school kitchen may be used without prior approval of the site administrator or designee.

8. All arrangements are subject to regular review and may be modified by the site administrator. All modifications will be submitted in writing to the District Superintendent and facility user.
9. If the site administrator feels that any aspect of a use agreement is detrimental to the facility, equipment, custodial services, or other school needs and resources, the use agreement may be revoked.

10. No use of tobacco, or any other delivery system that mimics the use of tobacco, or alcohol on school premises at any time.

11. No advertising on school facilities and grounds are allowed except as s permitted by district policy BP 1325.
    (sierracountyofficeofeducation.org/GAMUTONLINE/School District Policies/sierraplumas/public96126)

12. Gym Use
    a. The playing surface must be dust-mopped before and after use and the floor debris placed in a trash can.
    b. All doors leading to the outside must be closed, locked and firmly latched upon leaving.
    c. Lights must be turned off and heaters turned down (where applicable) upon closing the gym.
    d. If doors are propped open during gym use, the heater must be turned off to eliminate waste of fuel.

13. Any failure to follow these requirements will result in an automatic revocation of the agreement for use of facilities.

References:
BP 1330, AR 1330, BP 1325 E 1330 (1), E 1330 (2), E 1330 (3); (sierracountyofficeofeducation.org/GAMUTONLINE/School District Policies/sierraplumas/public96126); S-PJUSD Resolution No. 13-010, Use of School Facility Fees

Use of School Facilities

Return to School Site

APPLICATION AND PERMIT FOR USE OF SCHOOL PROPERTY

Request is hereby made by _____ for use of the following School Property _____:
(Name of organization or group) *(Name of school site)*

For A Single Meeting on:

_____, _____, _____ Hours: _____ to _____
(Day of the Week) *(Month)* *(Date)*

For A Series of Meetings:

__ Monday __ Tuesday __Wednesday __Thursday __Friday __Saturday __Sunday

Beginning _____ Ending _____ Hours: _____ to _____
(Date of first series) *(Date of last series)*

Check Facilities Needed:

- ❑ Multipurpose Building
- ❑ Classroom No.: _____
- ❑ Library
- ❑ Boys Shower and Locker Room
- ❑ Girls Shower and Locker Room
- ❑ Playfield
- ❑ Football Field – Game Use
- ❑ Football Field – Other Use
- ❑ Baseball Field
- ❑ Track
- ❑ Kitchen
- ❑ Other: _____

Check Equipment Needed:

- ❑ Folding Chairs (number: _____)
- ❑ Tables
- ❑ Other: _____

Use Purpose

- ❑ Non-profit youth only activity
- ❑ School activity
- ❑ Other _____

Is the event opened to the public? Yes__ No__ Attendance Expected: _____ Will paid entertainers, speakers, callers, etc. be used? Yes__ No__

Will anything be offered for sale? Yes__ No__ Is an admission charge, donation, collection, dues or tuition fee required or solicited? Yes__ No __

A refundable security and/or key deposit may be required for use of District facilities and equipment. Pre-and post-inspection of facilities may be required.

Groups or organization shall provide the district with evidence of insurance against claims arising out of the group's own negligence when using school facilities. (Ed Code §38134) A current Certificate of Liability Insurance and endorsement with Sierra-Plumas Joint Unified School District listed as additional insured must be filed with the District office.

Groups over 25 may be charged extra for additional actual costs.

APPLICATION APPROVAL

SITE LEVEL:

1. This application is approved at the site level: Yes___ No___ Reason:

   Principal:_____ Date:_____

DISTRICT LEVEL

1. Verification of current Certificate of Liability Insurance and endorsement with Sierra-Plumas Joint Unified School District listed as additional insured on file at the District Office: Yes__ No__ Pending __
2. Facility use fee charged? No__ Yes__ (Amount) _____ Pd? _____
3. Security Deposit ($100) Owed? No__ Yes__ Pd ?_____
4. Key Deposit ($100) Owed? No__ Yes__ Pd? _____
5. Total Fees Collected: $_____ Due: _____ Verified: _____

SUPERINTENDENT

1. This application is approved. Yes__ No__ Superintendent: _____ Date_____

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
Sierraville, California
Loyalton, California

Exhibit Version: October 2008
Revised: December 2015

Sierra County/Sierra-Plumas Joint USD
Administrative Regulation
Use Of School Facilities

AR 1330
Community Relations

Application for Use of Facilities

Any person applying for the use of any school facilities or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

All use agreements must be reviewed annually. Each year, July 1 begins a new permit cycle.

Persons or organizations applying for the use of school facilities or grounds shall submit a facilities use statement indicating that they uphold the state and federal constitutions and do not intend to use school premises or facilities to commit unlawful acts.

Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131)

1. Public, literary, scientific, recreational, educational, or public agency meetings

2. The discussion of matters of general or public interest

3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization

4. Child care programs to provide supervision and activities for children of preschool and elementary school age

(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)

5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies

6. Supervised recreational activities, including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youth may participate regardless of religious belief or denomination

7. A community youth center
(cf. 1020 - Youth Services)

8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

A veterans' organization means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)

10. Other purposes deemed appropriate by the Governing Board

Restrictions

School facilities or grounds shall not be used for any of the following

activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law

2. Any use which is inconsistent with the use of the school facilities for school purposes or which interferes with the regular conduct of school or school work

3. Any use which involves the possession, consumption, or sale of alcoholic beverages or any restricted substances, including tobacco (All District facilities are tobacco free.)

(cf. 3513.3 - Tobacco-Free Schools)

The district may exclude certain school facilities from nonschool use for safety or security reasons.

Damage and Liability

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damage caused by the activity. The district may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds. (Education Code 38134)
Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence when using school facilities. (Education Code 38134)

As permitted, the Superintendent or designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facilities being used.

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
Loyalton, California

Policy adopted:	April 10, 2007
revised:	August 12, 2008
revised:	October 8, 2013

Sierra County/Sierra-Plumas Joint USD
Board Policy
Use Of School Facilities

BP 1330
Community Relations

The Governing Board believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

(cf. 6145.5 - Student Organizations and Equal Access)

School-related activities shall have priority in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

As necessary to ensure efficient use of school facilities, the Superintendent may enter into an agreement for the joint use of any school facilities or grounds. The Superintendent shall approve any such agreement only if it determines that it is in the best interest of the district and the community.

(cf. 1330.1 - Joint Use Agreements)

The Superintendent or designee may grant the use of school facilities on those days on which the school is closed. (Education Code 37220)

(cf. 6115 - Ceremonies and Observances)

For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities

2. Preserve order in school buildings and on school grounds and protect school facilities, designating a person to supervise this task, if necessary

(cf. 0450 - Comprehensive School Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work

There shall be no advertising on school facilities and grounds except as allowed by district policy specified in BP 1325 - Advertising and Promotion.

(cf. 1325 - Advertising and Promotion)

Fees

The Board authorizes the use of school facilities or grounds without charge by nonprofit organizations, clubs, or associations organized to promote youth and school activities. In accordance with Education Code 38134(a), these groups include, but are not limited to, Girl Scouts, Boy Scouts, Camp Fire USA, YMCA, parent-teacher associations, and school-community advisory councils. Other groups that request the use of school facilities under the Civic Center Act, including nonprofit groups not organized to promote youth and school activities and for-profit groups, shall be charged an amount not to exceed direct costs. However, if the use of school facilities or grounds is for religious services, entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students, the group shall be charged an amount that equals or exceeds direct costs determined in accordance with Education Code 38134.

In determining direct costs to be charged for community use of school facilities or grounds, including, but not limited to, playing or athletic fields, track and field venues, tennis courts, and outdoor basketball courts, the Superintendent or designee shall include a proportionate share of the costs of the following: (Education Code 38134)

1. Supplies, utilities, janitorial services, other services of district employees, and salaries of district employees directly associated with operation and maintenance of the school facilities or grounds involved

2. Maintenance, repair, restoration, and refurbishment of the school facilities or grounds

However, for classroom-based programs that operate after school hours, including, but not limited to, after-school, tutoring, and child care programs, direct costs to be charged shall not include the cost of maintenance, repair, restoration, or refurbishment of the school facilities or grounds. (Education Code 38134)

(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
Loyalton, California

Policy adopted: April 10, 2007
revised: August 12, 2008
revised: October 8, 2013

Use of School Facilities

COST DEVELOPMENT

Name of Organization: _____

Description of activities to be conducted: _____

_____

Fee Exempt Direct Cost/Non Profit Fair Rental Value

Attach 501 (c)(3) certificate

Facility Location and Rooms/field	Hourly Rate	Total Hours	Fee

Subtotal $ _____

Security Deposit $ _____

Key Deposit $ _____

Total Cost $ _____

Please make check payable to the Sierra-Plumas Joint Unified School District Amount

Amount Paid $_____ Check #_____

Sierra County/Sierra-Plumas Joint USD

Exhibit

Use Of School Facilities

E 1330

Community Relations

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
FACILITIES USE STATEMENT

I, the undersigned, am duly authorized by _____(name of organization) to act on its behalf in requesting the use of school facilities, including, but not limited to, executing any agreement or undertaking required by law and district policy and regulations governing the use of the facilities.

The organization shall comply with all restrictions placed on the use of the school facilities by law or district policy or regulations.

The organization recognizes that, in accordance with Education Code 38134, it is liable for any damage to the school facilities or for any injury to any person due to the organization's negligence in using the school facilities.

_____ _____
(Signed) (Date)

_____
(Organization)

_____
(Organization Phone Number, Address and Contact Person, if applicable)

revised: October 8, 2013 Loyalton, California

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
Resolution No. 13-010

USE OF SCHOOL FACILITIES FEE

WHEREAS, at the Sierra-Plumas Joint Unified School District (S-PJUSD) October 8, 2013, Board meeting, the Board adopted revisions to Board Policy 1330 and Administration Regulation 1330, Use of School Facilities; and

WHEREAS, in accordance with Education Code 38134, and Policy BP 1330, section "Fees", the governing board desires to charge direct cost for use of its school facilities to nonprofit groups that request the use of school facilities under the S-PJUSD Policy AR 1330, Civic Center Use; and

WHEREAS, in accordance with Education Code 38134 (e) and Policy BP 1330, section "Fees", the governing board desires to charge fair rental value for the use of school facilities; and

WHEREAS, this Resolution will supersede Resolutions 07-012 and 08-005.

WHEREAS, the Sierra-Plumas Joint Unified School District and the City of Loyalton have entered into a Cooperative Use Agreement for Loyalton Community Center; and

WHEREAS, said Cooperative Use Agreement states that S-PJUSD shall be responsible for maintaining a "Master Calendar" and may adopt and impose reasonable rules and restrictions governing use.

NOW, THEREFORE, BE IT RESOLVED, that the S-PJUSD Governing Board hereby agrees to the fees for the use of school facilities as follows:

Facilities	Ed Code 38134 non-profit groups Rate Per Hour	Ed Code 38134 (e) for profit Rate Per Hour
Gymnasiums (w/showers)	$15.00	$40.00
Gymnasiums (w/o showers)	$12.00	$35.00
Libraries	$10.00	$30.00
Multi-purpose Room (w/kitchen)	$12.00	$35.00
Multi-purpose Room (w/o kitchen)	$11.00	$32.00
Classrooms	$10.00	$30.00
Shops, Business/Computer Rooms	$15.00	$40.00
Playgrounds, Athletic Fields	$ 9.00	$25.00
Loyalton Community Center (Old Loyalton Middle School Gym)	$20.00 up to 10 hrs per month Or $10 per hour	$20.00 up to 10 hrs per month Or $10 per hour

ADDITIONAL FEES MAY APPLY:

Custodial Fee: Supervision/orientation of facility set up and close (Rate $50)
Cafeteria Worker: Supervision/orientation of facility set up and close (Rate $50)

DEPOSITS MAY APPLY:

Rental Security Deposit $100.00 Key Deposit $100.00

Passed and adopted at a regular meeting of the Sierra-Plumas Joint Unified School District Governing Board, May 13, 2014, by the following vote:

AYES: DRISCOLL, DRYDEN, HALL, MOORE, WRIGHT
NOES: NONE
ABSTENTIONS: NONE
ABSENT: NONE
VACANT: NONE

/S/
Sharon Dryden, Clerk

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

MEETING DATE: March 1, 2016	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Health & Human Services
APPROVING PARTY: Darden Bynum, LCSW, Director
PHONE NUMBER: (530) 993-6701

AGENDA ITEM: Approval of Amendment A02 of Agreement 2014-123 between the Department of Health Care Services and Sierra County Behavioral Health for Substance Use Disorder (SUD) services for Fiscal Year 2014-2015 through 2016-2017.

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

BACKGROUND INFORMATION: The purpose of this amendment is to modify the terms and conditions as outlines in the original contract. Text additions are displayed in bold and underline. Text deletions are displayed as strike through text. The effective date for this amendment is July 1, 2016

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: 5680
AMOUNT: $ N/A

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

SIERRA COUNTY Health and Human Services

Social Services
P.O. Box 1019
Loyalton, California 96118
202 Front Street
530-993-6720
Fax 530-993-6767

Downieville, California
P.O. Box 38
Downieville, California 95936
22 Maiden Lane
530-289-3711
CPS 530-289-3720
Fax 530-289-3716

Mental Health/Drug/Alcohol
P.O. Box 265
Loyalton, California 96118
704 Mill Street
530-993-6746
Fax 530-993-6759

Health Department
P.O. Box 7
Loyalton, California 96118
202 Front Street
530-993-6700
Fax 530-993-6790

Darden Bynum, LCSW
Director

Memorandum

To: Sierra County Board of Supervisors
From: Darden Bynum, LCSW, Director, Health & Human Services
Reference: Agenda items
Date of memo: 2.22.16
Date of Board Meeting: 3.1.16
Regarding: Amendment # AO2 of the contract, Standard Agreement Amendment, with state's Department of Health Care Services for Sierra County's Division of Substance Use Disorders program

Executive summary: The original three year agreement is subjected to periodic adjustments. This is the second amendment to the same contract that was submitted two weeks ago. The changes are language modifications to the terms and conditions and changes aligning the contract with in the federal and state requirements for the application of these funds. The attached agreement effective date is from 1 July 2016 through 30 June 2017.

Background information: This agreement has no current impact on county general fund dollars. These changes are standardized changes.

Action requested: H&HS respectfully requests the Board of Supervisors to 1. Approve the agreement amendment and 2. Authorize the Director to execute the amendment documents on their behalf.

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

AMENDMENT TO AGREEMENT NO. 2014-123

RESOLUTION NO. _____

**APPROVAL OF AMMENDMENT TO
SUBSTANCE USE DISORDER (SUD) SERVICES
AGREEMENT FOR FY'S 2014/15, 15/16, 16/17
BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF HEALTH CARE SERVICES
AND SIERRA COUNTY BEHAVIORAL HEALTH**

WHEREAS, the purpose of this amendment is to modify the terms and conditions as outlined in the original contract.

NOW THEREFORE BE IT RESOLVED, the Sierra County Board of Supervisors approves Agreement number 14-90104 Amendment number A02 to amend Agreement 2014-123, which primarily modifies terms and conditions with an effective date of July 1, 2016.

BE FURTHER RESOLVED, the Director or Designee of Sierra County Human Services/or the Chairman of the Board of Supervisors is authorized to execute the subject Agreement.

ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 1st day of March, 2016, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
LEE ADAMS
Chairman, Board of Supervisors

_____
Date

ATTEST:

_____

HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____

JAMES A. CURTIS
County Counsel

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213A_DHCS (Rev. 03/15)

☒ Check here if additional pages are added: 139 Page(s)

Agreement Number	Amendment Number
14-90104	A02
Registration Number:	

1. This Agreement is entered into between the State Agency and Contractor named below:

State Agency's Name (Also known as DHCS, CDHS, DHS or the State)
Department of Health Care Services

Contractor's Name (Also referred to as Contractor)
County of Sierra

2. The term of this Agreement is: July 1, 2014
through June 30, 2017

3. The maximum amount of this Agreement after this amendment is: **$** 1,309,351
One Million, Three Hundred Nine Thousand, Three Hundred Fifty One Dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. **Amendment effective date:** July 1, 2016

II. **Purpose of amendment:** This amendment modifies the terms and conditions as outlined in the original contract.

III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

(Continued on next page)

All other terms and conditions shall remain the same.

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

CONTRACTOR		**CALIFORNIA Department of General Services Use Only**
Contractor's Name *(If other than an individual, state whether a corporation, partnership, etc.)* County of Sierra		
By*(Authorized Signature)* ✍	Date Signed *(Do not type)*	
Printed Name and Title of Person Signing Darden Bynum, LCSW, Director		
Address Post Office Box 7 Loyalton, CA 96118		
STATE OF CALIFORNIA		
Agency Name Department of Health Care Services		
By *(Authorized Signature)* ✍	Date Signed *(Do not type)*	
Printed Name and Title of Person Signing Don Rodriguez, Chief, Contract Management Unit		☒ Exempt per: **DGS memo dated** 07/10/96 and Welfare and Institutions Code 14087.4
Address 1501 Capitol Avenue, Suite 71.5195, MS 1403, P.O. Box 997413, Sacramento, CA 95899-7413		

IV. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit.

Exhibit A A1– Scope of Work (2 pages)

All references to Exhibit A in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A A1. Exhibit A is hereby replaced in its entirety by the attached revised exhibit.

V. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit.

Exhibit A Attachment I A2 – Program Specifications (42 pages)

All references to Exhibit A Attachment I A1, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A Attachment I A2. Exhibit A Attachment I A1 is hereby replaced in its entirety by the attached revised exhibit.

VI. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit.

Exhibit B A2 – Budget Detail and Payment Provisions (20 pages)

All references to Exhibit B A1, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B A2. Exhibit B A1 is hereby replaced in its entirety by the attached revised exhibit.

VII. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit.

Exhibit E A1 – Additional Provisions (4 pages)

All references to Exhibit E, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit E A1. Exhibit E is hereby replaced in its entirety by the attached revised exhibit.

VIII. Paragraph 4 (incorporated exhibits) on the face of the STD 213 is amended to add the following revised exhibit:

Exhibit G, Attachment I A1– Social Security Administration Agreement (70 pages)

All references to Exhibit G Attachment I, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit G, Attachment A1. Exhibit G, Attachment is hereby replaced in its entirety by the attached revised exhibit.

IX. All other terms and conditions shall remain the same.

CCC-307

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed) *County of Sierra*	*Federal ID Number* *94-6000825*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of* *Sierra*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

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

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

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

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

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

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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Exhibit A A1
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein.

State and the Contractor enter into this contract by authority of Chapter 3 of Part 1, Division 10.5 of the Health and Safety Code (HSC) and with approval of Contractor's County Board of Supervisors (or designee) for the purpose of providing alcohol and drug services. State and the Contractor identified in the Standard Agreement are the only parties to this Contract. This Contract is not intended, nor shall it be construed, to confer rights on any third party.

State and the Contractor enter into this contract for the purpose of identifying and providing for covered Drug Medi-Cal (DMC) services for substance use treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections ~~14124.20,~~ 14021.51 – 14021.53, and 14124.20 – 14124.25 of the Welfare and Institutions Code (hereinafter referred to as W&IC), and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1.

State and the Contractor enter into this contract by authority of Title 45 of the Code of Federal Regulations Part 96 (45 CFR Part 96), Substance Abuse Prevention and Treatment Block Grants (SAPT Block Grant) for the purpose of planning, carrying out, and evaluating activities to prevent and treat substance abuse. **SAPT** Block Grant recipients must adhere to SAMHSA's National Outcome Measures (NOMs).

The objective is to make substance use treatment services available to Medi-Cal **and other non-DMC** beneficiaries through utilization of federal and state funds available pursuant to Title XIX and Title XXI of the Social Security Act **and the SAPT Block Grant** for reimbursable covered services rendered by certified DMC providers.

2. Service Location

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

3. Service Hours

The services shall be provided during the working hours and days as defined by the Contractor.

4. Project Representatives

A. The project representatives during the term of this Agreement will be:

Department of Health Care Services	**Contractor's/Grantee's Name**
Contract/Grant Manager: Mike Reeves Telephone: (916) 327-2696 Fax: (916) 322-1176 Email: Michael.reeves@dhcs.ca.gov	County Administrator Telephone: (530) 289-3711 Fax: (530) 993-6790

B. Direct all inquiries to:

Department of Health Care Services	**Contractor's/Grantee's Name**
Department of Health Care Services SUD PTRSD - FMAB Attention: Robert Strom Mail Station Code 2624 P.O. Box 997413 Sacramento, CA, 95899-7777 Telephone: (916) 327-2699 Fax: (916) 322-1176 Email: Robert.Strom@dhcs.ca.gov	Sierra County Health and Human Services Attention: County AOD Program Administrator Post Office Box 7 Loyalton, CA 96118 Telephone: (530) 289-3711 Fax: (530) 993-6790

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. See Exhibit A, Attachment I, for a detailed description of the services to be performed.

Exhibit A, Attachment I A2
Program Specifications

Part I - General

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. Nullification of Drug Medi-Cal (DMC) Treatment Program substance use disorder services (if applicable)

The parties agree that if the Contractor fails to comply with the provisions of Welfare and Institutions Code (W&I) Section 14124.24, all areas related to the DMC Treatment Program substance use disorder services shall be null and void and severed from the remainder of this Contract.

In the event the Drug Medi-Cal Treatment Program Services component of this Contract becomes null and void, an updated Exhibit B, Attachment I ~~A2~~ I will take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Contract. All other requirements and conditions of this Contract will remain in effect until amended or terminated.

C. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

D. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drug**s** and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol - related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce**,** and will require its Subcontractors to enforce, these requirements.

E. Noncompliance with Reporting Requirements

Contractor agrees that the State has the right to withhold payments until Contractor has submitted any required data and reports to the State, as identified in Exhibit A, Attachment I ~~A1~~, Part III – Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

F. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

G. Restriction on Distribution of Sterile Needles

No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Contract shall be used to carry out any program ~~of distributing~~ **that includes the distribution of** sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users.

H. Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Contract is subject to the HIPAA, ~~then~~ Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit G, the State and County shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit G for additional information.

1. Trading Partner Requirements

(a) No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a))

(b) No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915 (b))

(c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications. (45 CFR Part 162.915 (c))

(d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification. (45 CFR Part 162.915 (d))

2. Concurrence for Test Modifications to HHS Transaction Standards

Contractor agrees and understands that there exists the possibility that the State or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

Contractor agrees to cure transactions, errors or deficiencies identified by the State, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both Parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each Party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

I. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

J. Counselor Certification

Any counselor **or registrant** providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H)

K. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this contract shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

L. Intravenous Drug Use (IVDU) Treatment

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo alcohol and other drug (AOD) treatment (42 USC 300x-23~~(b)~~ **(96.126(e))** ~~of PHS Act)~~.

M. Tuberculosis Treatment

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;

2. Reduce barriers to patients' accepting TB treatment; and,

3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

N. Trafficking Victims Protection Act of 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 ~~as amended~~ (22 U.S.C. 7104**(g)**) **as amended by section 1702**. For full text of the award term, go to: http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim

O. Tribal Communities and Organizations

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the County.

P. Participation of County Alcohol and Drug Program Administrators Association of California and County Behavioral Health Director's Association of California.

Pursuant to HSC Section 11801(g), the ~~c~~**C**ounty AOD ~~p~~**P**rogram ~~a~~**A**dministrator shall participate and represent the ~~c~~**C**ounty in meetings of the County Alcohol and Drug Program Administrators Association of California for the purposes of representing the counties in their relationship with the State with respect to policies, standards, and administration for alcohol and other drug abuse services. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Pursuant to HSC Section 11811.5(c), the ~~c~~**C**ounty AOD ~~p~~**P**rogram ~~a~~**A**dministrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Youth Treatment Guidelines

Contractor will follow the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until such time **a** new Youth Treatment Guideline are established and adopted. No formal amendment of this contract is required for new guidelines to ~~apply~~ **be incorporated into this contract**.

R. Perinatal Services Network Guidelines 2015

Pursuant to 45 CFR 96.124 ((c)(1-3)) the Contractor shall expend the specified percentage of SAPT Block Grant funds, as calculated by said regulations, on perinatal services, pregnant women, and women with dependent children each state fiscal year (SFY). The Contractor shall expend these funds either by establishing new programs or expanding the capacity of existing programs. The Contractor shall calculate the appropriate amount by using Generally Accepted Accounting Principles and the composition of the base shall be applied consistently from year to year. (See the County Share of SAPT Block Grant Women Services Expenditure Requirement Exhibit G)

Contractor shall comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines 2015, promulgated pursuant to 45 under CFR

96.137. The "Perinatal Services Network Guidelines 2015" are attached to this contract as Document 1G, incorporated by reference, The contractor shall comply with the "Perinatal Services Network Guidelines 2015" until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services Network Guidelines into this contract shall not require a formal amendment.

All SAPT BG-funded programs providing treatment services designed for pregnant women and women with dependent children will treat the family as a unit and therefore will admit both women and their children into treatment services, if appropriate.

The Contractor must directly provide, or provide a referral for, the following services:

1. **Primary medical care for women, including referral for prenatal care and, while the women are receiving such services, child care;**
2. **Primary pediatric care, including immunization, for their children;**
3. **Gender specific substance abuse treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse and parenting, and child care while the women are receiving these services;**
4. **Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse, and neglect; and**
5. **Sufficient case management and transportation to ensure that women and their children have access to services.**

~~R.~~**S.** Restrictions on Grantee Lobbying – Appropriations Act Section 503

No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any State legislative body itself.

No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting during for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

~~S.~~**T.** Nondiscrimination in Employment and Services

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

~~T.~~**U.** Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of ~~handicap~~ **individuals with disabilities**.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

~~U.~~**V.** State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800.

4. No state or federal funds shall be used by the Contractor or its Subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its Subcontractors to provide direct, immediate, or substantial support to any religious activity.

5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

~~V.~~**W.** This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments ~~after~~ **that** affect the provisions, terms, or funding of this Contract in any manner.

~~W.~~**X.** Subcontract Provisions

Contractor shall include all of the foregoing provisions in all of its subcontracts.

Exhibit A, Attachment I A2
Program Specifications

Part II – Definitions

Section 1 - General Definitions.

The words and terms of this Contract are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage pursuant to Division 10.5 of HSC, Section 11750 et seq., and Title 9, CCR, Section 9000 et seq.

A. **"Available Capacity"** means the total number of units of service (bed days, hours, slots, etc.) that a Contractor actually makes available in the current fiscal year.

B. **"Contractor"** means the county identified in the Standard Agreement or the department authorized by the County Board of Supervisors to administer substance use disorder programs.

C. **"Corrective Action Plan" (CAP)"** means the written plan of action document which the Contractor or its subcontracted service provider develops and submits to DHCS to address or correct a deficiency or process that is non-compliant with laws, regulations or standards.

D. **"County"** means the county in which the Contractor physically provides covered substance use treatment services.

E. **"County Realignment Funds"** means Behavioral Health Subaccount funds received by the ~~c~~**C**ounty as per California Code Section 30025.

F. **"Days"** means calendar days, unless otherwise specified.

G. **"Dedicated Capacity"** means the historically calculated service capacity, by modality, adjusted for the projected expansion or reduction in services, which the Contractor agrees to make available to provide non-Drug Medi-Cal substance use disorder services to persons eligible for Contractor**'s** services.

H. **"Final Allocation"** means the amount of funds identified in the last allocation letter issued by the State for the current fiscal year.

I. **"Final Settlement"** means permanent settlement of the Contractor's actual allowable costs or expenditures as determined at the time of audit, which shall be completed within three years of the date the year-end cost settlement report was accepted for interim settlement by the State. If the audit is not completed within three years, the interim settlement shall be considered as the final settlement.

J. **"Interim Settlement"** means temporary settlement of actual allowable costs or expenditures reflected in the Contractor's year-end cost settlement report.

K. **"Maximum Payable"** means the encumbered amount reflected on the Standard Agreement of this Contract and supported by Exhibit B, Attachment I ~~A2~~.

L. **"Modality"** means those necessary overall general service activities to provide substance use disorder services as described in Division 10.5 of the HSC.

M. **"Non-Drug Medi-Cal Amount"** means the contracted amount of SAPT Block Grant funds for services agreed to by the State and the Contractor.

N. **"Performance"** means providing the dedicated capacity in accordance with Exhibit B, Attachment I ~~A2~~, and abiding by the terms of this Exhibit, including all applicable state and federal statutes, regulations, and standards, including Alcohol and/or Other Drug Certification Standards (Document 1P), in expending funds for the provision of ~~alcohol and drug~~ **substance use** services hereunder.

O. **"Preliminary Settlement"** means the settlement of only SAPT funding for counties that do include DMC funding.

P. **"Revenue"** means Contractor's income from sources other than the State allocation.

Q. **"Service Area"** means the geographical area under Contractor's jurisdiction.

R. **"Service Element"** is the specific type of service performed within the more general service modalities. A list of the service modalities and service elements and service elements codes is incorporated into this Contract as Document 1H(a) "Service Code Descriptions".

S. **"State"** means the Department of Health Care Services or DHCS.

T. **"Utilization"** means the total actual units of service used by clients and participants.

Section 2 – Definitions Specific to Drug Medi-Cal

The words and terms of this Contract are intended to have their usual meaning unless a specific or more limited meaning is associated with their usage pursuant to the HSC, Title ~~9~~**6**, and/or Title 22. Definitions of covered treatment modalities and services are found in Title 22 (Document 2C) and are incorporated by this reference.

A. **"Administrative Costs"** means the Contractor's actual direct costs, as recorded in the Contractor's financial records and supported by source documentation, to administer the program or an activity to provide service to the DMC program. Administrative costs do not include the cost of treatment or other direct services to the beneficiary. Administrative costs may include, but are not limited to, the cost of training, programmatic and financial audit reviews, and activities related to billing. Administrative costs may include Contractor's overhead per the approved indirect cost rate proposal pursuant to OMB Circular A-87 and the State Controller's Office Handbook of Cost Plan Procedures.

B. **"Authorization"** is the approval process for DMC Services prior to the submission of a DMC claim.

C. **"Beneficiary"** means a person who: (a) has been determined eligible for Medi-Cal; (b) is not institutionalized; (c) has a substance-related disorder per the "Diagnostic and Statistical Manual of Mental Disorders III Revised (DSM)," and/or DSM IV criteria; and (d) meets the admission criteria to receive DMC covered services.

D. **"Certified Provider"** means a substance use disorder clinic and/or satellite clinic location that has received certification to be reimbursed as a DMC clinic by the State to provide services as described in Title 22, California Code of Regulations, Section 51341.1.

E. **"Covered Services"** means those DMC services authorized by Title XIX or Title XXI of the Social Security Act; Title 22 Section 51341.1; W&I **Code,** Section 14124.24; and California's Medicaid State Plan.

F. **"Direct Provider Contract"** means a contract established between the State and a Drug Medi-Cal certified provider entered into pursuant to this Agreement for the provision of Drug Medi-Cal services.

G. **"Drug Medi-Cal Program"** means the state system wherein beneficiaries receive covered services from DMC-certified substance use disorder treatment providers.

H. **"Drug Medi-Cal Termination of Certification"** means the provider is no longer certified to participate in the Drug Medi-Cal program upon the State's issuance of a Drug Medi-Cal certification termination notice.

I. **"Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT)"** means the federally mandated Medicaid benefit that entitles full-scope Medi-Cal-covered beneficiaries less than 21 years of age to receive any Medicaid service necessary to correct or ameliorate a defect, mental illness, or other condition, such as a substance-related disorder~~,~~ that is discovered during a health screening.

J. **"Provider Certification"** means the provider must be certified in order to participate in the Medi-Cal program.

K. **"Federal Financial Participation (FFP)"** means the share of federal Medicaid funds for reimbursement of DMC services.

L. **"Medical Necessity"** means those substance use treatment services that are reasonable and necessary to protect life, prevent significant illness or disability, or alleviate severe pain through the diagnosis and treatment of a disease, illness, or injury, or, in the case of EPSDT, services that meet the criteria specified in Title 22, Sections 51303 and 51340.1.

M. **"Minor Consent DMC Services"** are those covered services that, pursuant to Family Code Section 6929, may be provided to persons 12-20 years old without parental consent.

N. **"Narcotic Treatment Program"** means an outpatient clinic licensed by the State to provide narcotic replacement therapy directed at stabilization and rehabilitation of persons who are opiate-addicted and have a substance use diagnosis.

O. **"Payment Suspension"** means the Drug Medi-Cal certified provider has been issued a notice pursuant to W&I **Code, Section** 14107.11 and is not authorized to receive payments after the payment suspension date for DMC services, regardless of when the service was provided.

P. **"Perinatal DMC Services"** means covered services as well as mother/child habilitative and rehabilitative services; services access (i.e., provision or arrangement of transportation to and from medically necessary treatment); education to reduce harmful effects of alcohol and drugs on the mother and fetus or infant; and coordination of ancillary services (Title 22, Section 51341.1(c) 4).

Q. **"Postpartum",** as defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility shall end on the last day of the calendar month in which the 60th day occurs.

R. **"Post Service Post Payment (PSPP) Utilization Review"** means the review for program compliance and medical necessity conducted by the State after service was rendered and paid. State may recover prior payments of Federal and State funds if such review determines that the services did not comply with the applicable statutes, regulations, or standards (CCR, Title 22, Section 51341.1 **(k)**).

S. **"Projected Units of Service"** means the number of reimbursable DMC units of service, based on historical data and current capacity, the Contractor expects to provide on an annual basis.

T. **"Provider of DMC Services"** means any person or entity that provides direct substance use treatment services and has been certified by **the** State as meeting the standards for participation in the DMC program set forth in the "DMC Certification Standards for Substance Abuse Clinics", Document 2E and "Standards for Drug Treatment Programs (October 21, 1981)", Document 2F.

U. **"Re-certification"** means the process by which the **DMC** certified clinic and/or satellite program is required to submit an application and specified documentation, as determined by DHCS, to remain eligible to participate in and be reimbursed in through the DMC program. Re-certification shall occur no less than every five years from **the** date of previous DMC certification or re-certification.

V. **"Statewide Maximum Allowances (SMA)"** means the maximum amount authorized to be paid by DMC for each covered unit of service for outpatient drug free, intensive outpatient treatment, perinatal residential, and Naltrexone treatment services. While the rates are approved by the State, they are subject to change through the regulation process. The SMA for FY ~~2015-16~~**2016-17** is listed in the "Unit of Service" table in Exhibit B ~~A1~~, Part V.

W. **"Subcontract"** means an agreement between the Contractor and its Subcontractors. A Subcontractor shall not delegate its obligation to provide covered services or otherwise subcontract for the provision of direct patient/client services.

X. **"Subcontractor"** means an individual or entity that is DMC certified and has entered into an agreement with the Contractor to be a provider of covered services. It may also mean a vendor who has entered into a procurement agreement with the Contractor to provide any of the administrative functions related to fulfilling the Contractor's obligations under the terms of this Exhibit A, Attachment I ~~A1~~.

Y. **"Temporary Suspension"** means the provider is temporarily suspended from participating in the DMC program as authorized by W&I **Code,** Section 14043.36(a). The provider cannot bill for DMC services from the effective date of the temporary suspension.

Exhibit A, Attachment I A2
Program Specifications

Part III – Reporting Requirements

Contractor agrees that the State has the right to withhold payments until Contractor has submitted any required data and reports to the State, as identified in this Exhibit A, Attachment I ~~A1~~ or as identified in Document 1F (a), Reporting Requirement Matrix for Counties.

A. Quarterly Federal Financial Management Report (QFFMR)

The QFFMR must be submitted to reflect quarterly SAPT_BG expenditures.

For the beginning of each federal award year, the due dates are:

March 1 for the period October through December
June 1 for the period January through March
September 1 for the period April through June
December 1 for the period July through September

B. Year-End Cost Settlement Reports

Pursuant to W&I **Code,** Section 14124.24 **(g(1))** Contractor shall submit to the State, on November 1 of each year, the following year-end cost settlement documents by paper or electronic **format**, as prescribed by the State, submission for the previous fiscal year:

1. Document 2P, County Certification Year-End Claim for Reimbursement

2. Document 2P(a) and 2P(b), Drug Medi-Cal Cost Report Forms for Intensive Outpatient Treatment for Non-Perinatal or Perinatal (if applicable)

3. Document 2P(c) and 2P(d), Drug Medi-Cal Cost Report Forms for Outpatient Drug Free Individual Counseling for Non-Perinatal or Perinatal (if applicable)

4. Document 2P(e) and 2P(f), Drug Medi-Cal Cost Report Forms for Outpatient Drug Free Group Counseling for Non-Perinatal or Perinatal (if applicable)

5. Document 2P(g), Drug Medi-Cal Cost Report Forms for Residential for Perinatal (if applicable)

6. Document 2P(h) and 2P(i), Drug Medi-Cal Expenditure Forms for Narcotic Treatment Programs**,** ~~for~~ Non-Perinatal or Perinatal (if applicable)

C. Drug Medi-Cal Claims and Reports

Contractors or providers that bill the State or the County for services identified in Section 51516.1 of Title 22 shall submit claims in accordance with the Department of Health Care Services DMC Provider Billing Manual.

Contractors and Subcontractors that provide DMC services shall be responsible for verifying the Medi-Cal eligibility of each client for each month of service prior to billing for DMC services to that client for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in the Department of Health Care Services DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the Department of Health Care Services DMC Provider Billing Manual.

Claims for DMC reimbursement shall include only those services covered under Title 22, Section 51341.1(c-d) and administrative charges that are allowed under W&I C**ode**, Sections 14132.44 and 14132.47.

1. Contractor shall ~~certify the public expenditure~~ **submit the "Certified Expenditure" form** reflecting **either: 1)** the approved amount of the 837P claim file**, after the claims have been adjudicated; or 2) the claimed amount identified on the 837P claim file, which could account for both approved and denied claims.** Contractor shall submit ~~the "Certified Public Expenditure" form after the claims have been adjudicated Contractor shall submit~~ to the State the Drug Medi-Cal Certification Form DHCS Form DHCS 100224A (Document 4D) for each ~~835~~ **837P** transaction approved for reimbursement of the federal Medicaid funds.

2. DMC service claims shall be submitted electronically in a Health Insurance Portability and Accountability Act (HIPAA) compliant format (837P). All adjudicated claim information must be retrieved by the Contractor via an 835 HIPAA compliant format (Health Care Claim Payment/Advice).

3. The following forms shall be prepared as needed and retained by the provider for review by State staff:

   (a) Multiple Billing Override Certification (MC 6700), Document 2K

   (b) Good Cause Certification (6065A), Document 2L(a)

   (c) Good Cause Certification (6065B), Document 2L(b)

   In the absence of good cause documented on the Good Cause Certification (6065A or 6065B) form, claims that are not submitted within 30 days of the end of the month of service shall be denied. The existence of good cause shall be determined by the State in accordance with Title 22, CCR, Sections 51008 and 51008.5.

4. Certified Public Expenditure County Administration

   Separate from direct service claims as identified in #2 above, county may submit an invoice for administrative costs for administering the DMC program on a quarterly basis. The form requesting reimbursement shall be submitted to DHCS.

5. If while completing the Utilization Review and Quality Assurance requirements of this Exhibit A, Attachment I ~~A1~~, Part V, Section 4 any of the Contractor's skilled professional medical and personnel ~~and~~ directly supporting staff meet the criteria set forth in 42 C.F.R. 432.50(d)(1), then the Contractor shall submit a written request that specifically demonstrates how the skilled professional medical personnel and directly supporting staff meet all of the applicable criteria set forth in 42 C.F.R. 432.50(d)(1) and outlines the duties they will perform to assist the Department, or the Department's skilled professional medical personnel, in activities that are directly related to the administration of the Drug Medi-Cal Program. The Department shall respond to the Contractor's written request within 20 days with either a written agreement pursuant to 42 C.F.R. 432.50(d) (2) approving the request**,** or a written explanation as to why the Department does not agree that the Contractor's skilled professional medical personnel and directly supporting staff do not meet the criteria set forth in 42 C.F.R. 432.50(d) (1).

D. California Outcomes Measurement System (CalOMS) for Treatment (CalOMS-Tx)

The CalOMS-Tx business rules and requirements are:

1. Contractor **shall** contracts with a software vendor that complies with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data. A Business Associate Agreement (BAA) **shall** ~~must~~ be established between the Contractor and the software vendor. The BAA **shall** ~~must~~ state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.

2. Contractor shall conduct information technology (IT) systems testing and pass State certification testing before commencing submission of CalOMS-Tx data. If the Contractor subcontracts with vendor for IT services, Contractor is responsible for ensuring that the subcontracted IT system is tested and certified by the DHCS prior to submitting CalOMS-Tx data. If Contractor changes or modifies the CalOMS-Tx IT system, then Contractor shall re-test and pass state re-certification prior to submitting data from new or modified system.

3. Electronic submission of CalOMS-Tx data **shall be submitted by Contractor within** ~~is due~~ 45 days from the end of the last day of the report month.

4. Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS-Tx data collection **and reporting requirements.** .

5. Contractor shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and "provider no activity" report records in an electronic format approved by DHCS.

6. Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS identified in Document 3S for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.

7. Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls.

8. Contractor shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data.

9. Contractor shall meet the requirements as identified in Exhibit G, Privacy and Information Security Provisions and Exhibit G, Attachment I – SSA Agreement 2014.

E. California Outcomes Measurement Service for Prevention (CalOMS-Pv)

The CalOMS-Pv Business Rules and Requirements are:

1. Contractors and/or Subcontractors receiving Substance Abuse Prevention and Treatment (SAPT) Primary Prevention Set-Aside funding **shall** ~~must~~ input planning, service/activity and evaluation data into CalOMS Pv. When submitting data, Contractor ~~must~~ **shall** comply with the CalOMS Pv Data Quality Standards (Document #1T).

2. Contractor ~~must~~ **shall** report services/activities by the date of occurrence on an ongoing basis throughout each month. Contractor shall submit all data for each month no later than the 10th day of the following month**.**

3. Contractor ~~must~~ **shall** review all data input into CalOMS Pv on a quarterly basis. Contractor shall verify that the data meets the CalOMS Pv Data Quality Standards by reviewing and releasing the data. Certification is due by the last day of the month following the end of the quarter.

4. Contractor ~~must~~ **shall** report progress to DHCS via CalOMS Pv for the goals and objectives in the County Strategic Prevention Plan (as described in Exhibit A, Attachment 1 ~~A1~~, Part IV, Section 1B. 2) on an annual basis by September 30th of each fiscal year.

5. If Contractor cannot meet the established due dates, a written request for an extension ~~must~~ **shall** be submitted to DHCS 10- days prior to the due date

6. In order to ensure that all persons responsible for CalOMS Pv data entry have sufficient knowledge of the CalOMS Pv Data Quality Standards, all new CalOMS Pv users, whether employed by the Contractor or its Subcontractors, shall participate in CalOMS Pv trainings prior to inputting data into the system.

F. CalOMS-Tx and CalOMS-Pv General Information

1. If the Contractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit CalOMS-Tx and/or CalOMS-Pv data, and or meet other CalOMS-Tx and/or CalOMS-Pv data compliance requirements, Contractor shall report the problem in writing before the established data submission deadlines. The written notice shall include a remediation plan that is subject to review and approval by the State. A grace period of up to sixty (60) days may be granted, at the State's sole discretion, for the Contractor to resolve the problem before non-DMC payments are withheld.

2. If the State experiences system or service failure, no penalties will be assessed to the Contractor for late data submission.

3. Contractor shall comply with the treatment and prevention data quality standards established by the State. Failure to meet these standards on an ongoing basis may result in withholding non-DMC funds.

4. If the Contractor submits data after the established deadlines, due to a delay or problem, Contractor is still responsible for collecting and reporting data from time of delay or problem.

G. Drug and Alcohol Treatment Access Report (DATAR)

The DATAR business rules and requirements are:

1. The Contractor shall be responsible for ensuring that the Contractor-operated treatment services and all treatment providers, with whom Contractor makes a contract or otherwise pays for the services, submit a monthly DATAR report in an electronic copy format as provided by the State.

   In those instances where the Contractor maintains, either directly or indirectly, a central intake unit or equivalent which provides intake services including a waiting list, the Contractor shall identify and begin submitting monthly DATAR reports for the central intake unit by a date to be specified by the State.

2. The Contractor shall ensure that all DATAR reports are submitted by either Contractor-operated treatment services and by each subcontracted treatment provider to the State by the 10th of the month following the report activity month.

3. The Contractor shall ensure that all applicable providers are enrolled in the State's web-based DATARWeb program for submission of data, accessible on the DHCS website when executing the subcontract.

4. If the Contractor or its Subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, and/or to meet data compliance requirements, the Contractor shall report the problem in writing before the established data submission deadlines. The written

notice shall include a corrective action plan that is subject to review and approval by the State. A grace period of up to sixty (60) days may be granted, at the State's sole discretion, for the Contractor to resolve the problem before non-DMC payments are withheld (See Exhibit B ~~A1~~, Part II, Section 2).

5. If the State experiences system or service failure, no penalties will be assessed to Contractor for late data submission.

6. The Contractor shall be considered compliant if a minimum of 95% of required DATAR reports from the Contractor's treatment providers are received by the due date.

H. Charitable Choice

Contractor shall ~~submit annually~~ **document** the total number of referrals necessitated by religious objection to other alternative substance abuse providers. **The contractor shall annually submit** ~~T~~**t**his information ~~must be submitted~~ to DHCS **by October 1st. The annual submission shall contain all substantive information required by DHCS and be formatted in a manner** ~~in a format~~ prescribed by DHCS**.** ~~and at a time required by DHCS (reference ADP Bulletin 04-5).~~

I. Subcontractor Documentation

Contractor shall require its Subcontractors that are not licensed or certified by the State to submit organizational documents to the State within thirty (30) days of ~~its~~ **the** execution of an initial subcontract, within ninety (90) days of the renewal or continuation of an existing subcontract or when there has been a change in Subcontractor name or ownership. Organizational documents shall include the Subcontractor's Articles of Incorporation or Partnership Agreements (as applicable), and business licenses, fictitious name permits, and such other information and documentation as may be requested by the State.

J. Failure to meet required reporting requirements shall result in:

1. The DHCS will issue a Notice of Deficiency (Deficiencies) to Contractor regarding specified providers with a deadline to submit the required data and a request for a Corrective Action Plan (CAP) to ensure timely reporting in the future. The State will approve or reject the CAP or request revisions to the CAP which shall be resubmitted to the State within thirty (30) days.

2. If the Contractor has not ensured compliance with the data submission or CAP request within the designated timeline, then the State may withhold funds until all data is submitted. The State shall inform the Contractor when funds will be withheld.

Exhibit A, Attachment I A2
Program Specifications

PART IV – Non-Drug Medi-Cal Substance Use Disorder Prevention and Treatment Services

Section 1. General Provisions

A. Restrictions on Salaries

Contractor agrees that no part of any federal funds provided under this Contract shall be used by the Contractor or its Subcontractors to pay the salary and wages of an individual at a rate in excess of Level I of the Executive Schedule. Salary and wages schedules may be found at http://www.opm.gov/oca. SAPT Block Grant funds used to pay a salary in excess of the rate of basic pay for Level I of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's actual salary from the Level I rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with SAPT Block Grant funds (Reference: Terms and Conditions of the SAPT Block Grant award.)

B. Primary Prevention

1. The SAPT Block Grant regulation defines "Primary Prevention Programs" as those programs directed at "individuals who have not been determined to require treatment for substance abuse" (45 CFR 96.121). Primary Prevention includes strategies, programs and initiatives which reduce both direct and indirect adverse personal, social, health, and economic consequences resulting from problematic AOD availability, manufacture, distribution, promotion, sales, and use. The desired result of primary prevention is to promote safe and healthy behaviors and environments for individuals, families and communities. The Contractor shall expend not less than its allocated amount of the SAPT Block Grant on primary prevention as described in the SAPT Block Grant requirements (45 CFR 96.125). ~~Inappropriate use of these funds for non-primary prevention services will require repayment of SAPT Block Grant funds.~~

2. Contractor is required to have a current and DHCS approved County Strategic Prevention Plan (SPP). The SPP must demonstrate that the County utilized the Substance Abuse and Mental Health Services Administration's Strategic Prevention Framework (SPF) in developing the plan as described at http://captus.samhsa.gov/access-resources/about-strategic-prevention-framework-spf. DHCS will only approve SPP's that demonstrate that the Contractor utilized the SPF. Contractor must:

   a) Follow the DHCS guidelines provided in the Strategic Prevention Framework Plan Resource Document located in the CalOMS Pv Library.
   b) Begin preparing a new SPP at least 9-months prior to the expiration date of the current SPP.

c) Submit a timeline to DHCS for completion of the SPP that includes proposed dates for submitting each section of the SPP. The sections are outlined in the Strategic Prevention Framework Plan Resource Document.
d) Submit a draft to DHCS, based on the timeline~~,~~ for each section of the SPP for review and approval.
e) Submit to DHCS the final draft of the SPP no later than 30-days prior to the start date of the new SPP.
f) Upload an electronic copy of the approved SPP into CalOMS Pv within 10-days of approval.
g) Input the Problem Statements, Goals and Objectives from the SPP into CalOMS Pv no later than 10-days after the start date of the SPP.

3. Contractor shall submit a Prevention Mid-Year Budget to DHCS by January 31 of each fiscal year. The budget shall indicate how the SAPT Block Grant Primary Prevention Set-Aside will be expended for the fiscal year.

4. Friday Night Live

Contractors and Subcontractors receiving SAPT Friday Night Live (FNL) funding must:

(a) Engage in programming that meets the FNL Youth Development Standards of Practice, Operating Principles and Core Components outlined at http://fridaynightlive.org/about-us/cfnlp-overview/;
(b) Use CalOMS Pv for all FNL reporting including Chapter Profiles, FNL County Profiles and chapter activity;
(c) Follow the FNL Data Entry Instructions for ~~CAlOMS~~ **CalOMS** Pv as provided by DHCS in the CalOMS Pv Library;
(d) ~~Demonstrate an effort to be a~~ **Meet the** Member in Good Standing (MIGS) **requirements**, as ~~provided~~ **determined** by DHCS in conjunction with the California Friday Night Live Partnership. **If the Contractor does not meet the MIGS requirements, then the Contractor shall submit counties fail to a technical assistance plan detailing how the Contractor intends to ensure satisfaction of the MIGS requirements to DHCS for approval.**

C. Perinatal Services Network Guidelines ~~2014~~ **2015**

Pursuant to 45 CFR 96.124 ((c)(1-3)) the Contractor shall expend the specified percentage of SAPT Block Grant funds, as calculated by said regulations, on perinatal services, pregnant women, and women with dependent children each state fiscal year (SFY) . The Contractor shall expend these funds either by establishing new programs or expanding the capacity of existing programs. The Contractor shall calculate the appropriate expenditure amount by using Generally Accepted Accounting Principles and the composition of the base shall be applied consistently from year to year. (See the County Share of SAPT Block Grant Women Services Expenditure Requirement Exhibit G)

Contractor shall comply with the ~~requirements for~~ perinatal programs **requirements as outlined in the Perinatal Services Network Guidelines, promulgated to 45 CFR 96.137.**

The "Perinatal Services Network Guidelines 2015" ~~funded under under Exhibit A, Attachment I A1, contained in~~ **are attached to this contract as** Document 1G, incorporated by ~~this~~ reference. **The Contractor shall comply with the** "Perinatal Services Network Guidelines ~~2014~~ **2015**" until ~~such time~~ **new** Perinatal Services Network Guidelines are established and adopted. **The incorporation of any new Perinatal Service Netork Guidelines into this contract shall not require a** ~~No~~ formal amendment ~~of this contract is required for new guidelines to apply~~.

All SAPT BG-funded programs providing treatment services designed for pregnant women and women with dependent children will treat the family as a unit and therefore will admit both women and their children into treatment services, if appropriate.

The Contractor must directly provide, or provide a referral for the following services:

1. **Primary medical care for women, including referral for prenatal care and, while the women are receiving such services, child care;**
2. **Primary pediatric care, including immunization, for their children;**
3. **Gender specific substance abuse treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse and parenting, and child care while the women are receiving these services;**
4. **Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse, and neglect; and**
5. **Sufficient case management and transportation to ensure that women and their children have access to services.**

D. Funds identified in this contract shall be used exclusively for county alcohol and drug abuse services to the extent activities meet the requirements for receipt of federal block grant funds for prevention and treatment of substance abuse described I subchapter XVII of Chapter 6A of Title 42 of the United State Code. ~~(Health and Safety Code section 18100 et. seq.)~~

Section 2 – Formation and Purpose

A. Authority

State and the Contractor enter into this Exhibit A, Attachment I ~~A1~~, Part IV, by authority of Chapter 3 of Part 1, Division 10.5 of the Health and Safety Code (HSC) and with approval of Contractor's County Board of Supervisors (or designee) for the purpose of providing alcohol and drug services, which will be reimbursed pursuant to Exhibit A, Attachment I ~~A1~~. State and the Contractor identified in the Standard Agreement are the only parties to this Contract. This Contract is not intended, nor shall it be construed, to confer rights on any third party.

B. Control Requirements

1. Performance under the terms of this Exhibit A, Attachment I ~~A1~~, Part IV, is subject to all applicable federal and state laws, regulations, and standards. In accepting the State drug and alcohol combined program allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall: (i) establish, and shall require its Subcontractors to establish, written policies and procedures consistent with the following requirements; (ii) monitor for compliance with the written procedures; and (iii) be held accountable for audit exceptions taken by the State against the Contractor and its Subcontractors for any failure to comply with these requirements:

   (a) HSC, Division 10.5, commencing with Section 11760;

   (b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;

   (c) Government Code Section 16367.8;

   (d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;

   (e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;

   (f) The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007.

   (g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;

   (h) Title 42, CFR, Sections 8.1 through 8.**6**~~34~~;

   (i) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and,

   (j) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

   Contractor shall be familiar with the above laws, regulations, and guidelines and shall assure that its Subcontractors are also familiar with such requirements.

2. The provisions of this Exhibit A, Attachment I ~~A1~~, Part IV, are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Contract.

3. Contractor shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of the SAPTBG funds.

Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.

4. Documents 1C~~ and 1D(b)~~, incorporated by this reference, contain**s** additional requirements that shall be adhered to by those Contractors that receive the**se** ~~types of funds specified by each document~~. The~~se~~ exhibit~~s~~ and document~~s are~~ **is**:

   (a) Document 1C, Driving-Under-the-Influence Program Requirements;

   (b) ~~Document 1D(b), SAPT Female Offender Treatment Project (FOTP).~~

5. In accordance with the Fiscal Year 2011-12 State Budget Act and accompanying law (Chapter 40, Statues of 2011 and Chapter 13, Statues of 2011, First Extraordinary Session), contractors that provide Women and Children's Residential Treatment Services shall comply with the program requirements (Section 2.5, Required Supplemental/Recovery Support Services) of the Substance Abuse and Mental Health Services Administration's Grant Program for Residential Treatment for Pregnant and Postpartum Women, RFA found at http://www.samhsa.gov/grants/grant-announcements/ti-14-005

Section 3 - Performance Provisions

A. Monitoring

1. Contractor's performance under this Exhibit A, Attachment I ~~A2~~, Part IV, shall be monitored by the State during the term of this Contract. Monitoring criteria shall include, but not be limited to:

   (a) Whether the quantity of work or services being performed conforms to Exhibit B ~~A2~~;

   (b) Whether the Contractor has established and is monitoring appropriate quality standards;

   (c) Whether the Contractor is abiding by all the terms and requirements of this Contract;

   (d) Whether the Contractor is abiding by the terms of the Perinatal Services Network Guidelines (Document 1G); and

   (e) Contractor shall conduct annual onsite monitoring reviews of services and subcontracted services for programmatic and fiscal requirements. Contractor shall submit copy of their monitoring and audit reports to DHCS within two weeks of issuance. Reports should be sent by secure, encrypted e-mail to:

   SUDCountyReports@dhcs.ca.gov or

Substance Use Disorder - Prevention, Treatment and Recovery Services
Division, Performance Management Branch
Department of Health Care Services
PO Box 997413, MS-2627
Sacramento, CA 95899-7413;

2. Failure to comply with the above provisions shall constitute grounds for the State to suspend or recover payments, subject to the Contractor's right of appeal, or may result in termination of the Contract or both.

B. Performance Requirements

1. Contractor shall provide services based on funding set forth in Exhibit B, Attachment I ~~A2~~, and under the terms of this Contract.

2. Contractor shall provide services to all eligible persons in accordance with federal and state statutes and regulations. Contractor shall assure that in planning for the provision of services, the following barriers to services are considered and addressed:

   (a) Lack of educational materials or other resources for the provision of services;

   (b) Geographic isolation and transportation needs of persons seeking services or remoteness of services;

   (c) Institutional, cultural, and/or ethnicity barriers;

   (d) Language differences;

   (e) Lack of service advocates;

   (f) Failure to survey or otherwise identify the barriers to service accessibility; and,

   (g) Needs of persons with a disability.

3. Contractor shall comply with any additional requirements of the documents that have been incorporated herein by reference, including, but not limited to, those on the "List of Exhibit A, Attachment I ~~A1~~ Documents incorporate by Reference for Fiscal Year ~~2015-16~~ **2016-17**" which is attached to Exhibit A, Attachment I ~~A1~~.

4. Amounts awarded pursuant to Exhibit A, Attachment I ~~A1~~ shall be used exclusively for providing alcohol and/or drug program services consistent with the purpose of the funding.

5. DHCS shall issue a report to Contractor after conducting monitoring, utilization, or auditing reviews of county or county subcontracted providers. When the DHCS report identifies non-compliant services or processes, it shall require a CAP. The

Contractor, or in coordination with its subcontracted provider, shall submit a CAP to DHCS within the designated timeframe specified by DHCS.

Substance Use Disorder - Prevention, Treatment and Recovery Services Division,
Performance Management Branch
Department of Health Care Services
PO Box 997413, MS-2621
Sacramento, CA 95899-7413;

Or by secure, encrypted email to: SUDCountyReports@dhcs.ca.gov

6. The CAP shall include a statement of the problem and the goal of the actions the Contractor and/or its subcontracted provider will take to correct the deficiency or non-compliance. The CAP shall:

   (a) Address the specific actions to correct deficiency or non-compliance

   (b) Identify who/which unit(s) will act; who/which unit(s) are accountable for acting; and

   (c) Provide a timeline to complete the actions.

Exhibit A, Attachment I A2
Program Specifications

Part V: Drug Medi-Cal Treatment Program Substance Use Disorder Services

Section 1: Formation and Purpose

A. This Exhibit A, Attachment I A1, Part V of the Contract is entered into by and between the State and the Contractor for the purpose of identifying and providing for covered DMC services for substance use disorder treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections ~~14124.20,~~ 14021.51 – 14021.53, and 14124.20 – 14124.25 of the W&I **Code** , and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1.

B. It is further agreed this Contract is controlled by applicable provisions of: (a) the W&I **Code**, Chapter 7, Sections 14000, et seq., in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq., (b) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and (c) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Title 9).

C. It is understood and agreed that nothing contained in this contract shall be construed to impair the single state agency authority of DHCS.

D. The objective of this contract is to make substance use disorder treatment services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX or Title XXI of the Social Security Act for reimbursable covered services rendered by certified DMC providers.

E. Awards under the Medical Assistance Program (CFDA 93.778) are no longer excluded from coverage under the HHS implementation of the A-102 Common Rule, 45 CFR part 92 (*Federal Register*, September 8, 2003, 68 FR 52843-52844). This change is effective for any grant award under this program made after issuance of the initial awards for the second quarter of Federal Fiscal Year 2004. This program also is subject to the requirements of 45 CFR part 95 and the cost principles under Office of Management and Budget Circular A-87 (as provided in *Cost Principles and Procedures for Developing Cost Allocation Plans and Indirect Cost Rates for Agreements with the Federal Government*, HHS Publication ASMB C-10, available on the Internet at http://www.dol.gov/oasam/boc/ASMB_C-10.pdf

Section 2: Covered Services

A. Covered Services

1. Contractor shall establish assessment and referral procedures and shall arrange, provide, or subcontract for covered services in the Contractor's service area. Covered services include:

(a) Outpatient drug-free treatment;

(b) Narcotic replacement therapy;

(c) Naltrexone treatment;

(d) Intensive Outpatient Treatment and,

(e) Perinatal Residential Substance Abuse Services (excluding room and board).

2. Narcotic treatment program services per W&I C**ode, Section** 14124.22:

In addition to narcotic treatment program services, a narcotic treatment program provider who is also enrolled as a Medi-Cal provider may provide medically necessary treatment of concurrent health conditions within the scope of the provider's practice, to Medi-Cal beneficiaries who are not enrolled in managed care plans. Medi-Cal beneficiaries enrolled in managed care plans shall be referred to those plans for receipt of medically necessary medical treatment of concurrent health conditions.

Diagnosis and treatment of concurrent health conditions of Medi-Cal beneficiaries not enrolled in managed care plans by a narcotic treatment program provider may be provided within the Medi-Cal coverage limits. When the services are not part of the substance use disorder treatment reimbursed pursuant to **W&I Code,** Section 14021.51, services shall be reimbursed in accordance with the Medi-Cal program. Services reimbursable under this section shall include, but not limited to, all of the following:

(a) Medical treatment visits

(b) Diagnostic blood, urine, and X-rays

(c) Psychological and psychiatric tests and services

(d) Quantitative blood and urine toxicology assays

(e) Medical supplies

A narcotic treatment provider, who is enrolled as a Medi-Cal fee-for-service provider, shall not seek reimbursement from a beneficiary for substance abuse treatment services, if services for treatment of concurrent health conditions are billed to the Medi-Cal fee-for-service program.

3. In the event of a conflict between the definition of services contained in this Section of the Contract, and the definition of services in Title 22, Sections 51341.1, 51490.1, and 51516.1, the provisions of Title 22 shall govern.

4. Contractor, to the extent applicable, shall comply with "Sobky v. Smoley" (Document 2A), 855 F. Supp. 1123 (E.D. Cal 1994), incorporated by this reference.

5. Contractor shall comply with federal and state mandates to provide alcohol and other drug treatment services deemed medically necessary for Medi-Cal eligible: (1) pregnant and postpartum women, and (2) youth under age 21 who are eligible under the EPSDT Program

   (a) If Drug Medi-Cal services are provided to Minor Consent beneficiaries, Contractor shall comply with California Family Code Section 6929, and California Code of Regulations, Title 22, Sections 50147.1, 50030, 50063.5, 50157(f)(3), 50167(a)(6)(D), and 50195(d).

B. Access to Services

1. Subject to DHCS provider enrollment certification requirements, Contractor shall maintain continuous availability and accessibility of covered services and facilities, service sites, and personnel to provide the covered services through use of DMC-certified providers. Such services shall not be limited due to budgetary constraints.

   (a) When a request for covered services is made by a beneficiary, Contractor shall require services to be initiated with reasonable promptness. Contractor shall have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments.

   (b) The contractor shall authorize residential services in accordance with the medical necessity criteria specified in Title 22, Section 51303 and the coverage provisions of the approved state Medi-Cal Plan. Room and board are not reimbursable DMC services. If services are denied, the provider shall inform the beneficiary in accordance with Title 22, Section 51341.1 (p).

   (c) Contractor shall require that treatment programs are accessible to people with disabilities in accordance with Title 45, Code of Federal Regulations (hereinafter referred to as CFR), Part 84 and the Americans with Disabilities Act.

2. Covered services, whether provided directly by the Contractor or through Subcontractors with DMC certified and enrolled programs, shall be provided to beneficiaries without regard to the beneficiaries' county of residence.

3. The failure of the Contractor or its Subcontractors to comply with Section B of this Part will be deemed a breach of this Contract sufficient to terminate this Contract for cause. In the event the Contract is terminated, the provision of this Exhibit **A**, Attachment I, Part I, Section B, shall apply.

C. Payment For Services

1. The Department shall make the appropriate payments set forth in Exhibit B ~~A1~~ and take all available steps to secure and pay FFP and State General Funds (SGF) to the Contractor, once the Department receives FFP and SGF, for claims submitted by the Contractor. The Department shall notify Contractor and allow Contractor an opportunity to comment to the Department when questions are posed by CMS, or when there is a federal deferral, withholding, or disallowance with respect to claims made by the Contractor.

2. Contractor shall amend its subcontracts for covered services in order to provide sufficient funds to match allowable federal Medicaid reimbursements for any increase in provider DMC services to beneficiaries.

3. In the event that the Contractor fails to provide covered services in accordance with the provisions of this Contract, at the discretion of the State, Contractor may be required to forfeit its county realignment funds pursuant to Government Code Section 30027.10 (a) through (d) from the Behavioral Health Subaccount that is set aside for Drug Medi-Cal services and surrender its authority to function as the administrator of covered services in its service area.

Section 3: Drug Medi-Cal Certification and Continued Certification

A. DMC Certification and Enrollment

1. The State will certify eligible providers to participate in the DMC program.

2. The Department shall certify any county operated or non-governmental providers. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this contract at these sites.

3. Contractor shall require that providers of perinatal DMC services are properly certified to provide these services and comply with the requirements contained in Title 22, Section 51341.1, Services for Pregnant and Postpartum Women.

4. Contractor shall require all the subcontracted providers of services to be licensed, registered, DMC certified and/or approved in accordance with applicable laws and regulations. Contractor's subcontracts shall require that providers comply with the following regulations and guidelines:

   (a) Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8;

(b) Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Document 2E);

(c) Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1, (Document 2C);

(d) Standards for Drug Treatment Programs (October 21, 1981) (Document 2F);

(e) Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq; and

(f) Title 22, CCR, **Division 3, Chapter 3,** sections 51000 et. seq.

In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.

5. The Contractor shall notify ~~the State~~ **Provider Enrollment Division (PED)** of an addition or change of information in a Providers pending DMC certification application within 35 days of receiving notification from the Provider. The Contractor must ensure that a new DMC certification application is submitted to ~~the State~~ **PED** reflecting the change.

6. The Contractor is responsible for ensuring that any reduction of covered services or relocations by providers are not implemented until approval is issued by the State. Within 35 days of receiving notification of a provider's intent to reduce covered services or relocate, the Contractor shall submit, or require the provider to submit, a DMC certification application to ~~the State~~ **PED**. The DMC certification application must be submitted to ~~the State~~ **PED** 60 days prior to the desired effective date of the reduction of covered services or relocation.

7. If, at any time, a Subcontractor's license, registration, certification, or approval to operate a substance use treatment program or provide a covered service is revoked, suspended, modified, or not renewed outside of DHCS, the Contractor must notify DHCS **Fiscal Management & Accountability Branch by e-mail at DHCSMPF@dhcs.ca.gov** within two business days of knowledge of Section 3(A(7)) of Exhibit A, Attachment I ~~A1~~.

   (a) A provider's certification to participate in the DMC program shall automatically terminate in the event that the provider or its owners, officers or directors are convicted of Medi-Cal fraud, abuse or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.

B. Continued Certification

1. All DMC certified providers shall be subject to continuing certification requirements at least once every five years.

2. The Department may allow the Contractor to continue delivering covered services to beneficiaries at a site subject to on-site review by the Department as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances.

3. State will conduct recertification on-site visits at clinics for circumstances identified in the "Drug Medi-Cal Certification Standards for Substance Abuse Clinics" (Document 2E). Document 2E contains the appeal process in the event the State disapproves a provider's request for certification or recertification and shall be included in the Contractor's subcontracts.

Section 4: Monitoring

A. State Monitoring

1. DHCS Monitoring Reviews and Financial Audits of Contractor

The Department shall monitor the Contractor's operations for compliance with the provisions of this contract, and applicable federal and state law and regulations. Such monitoring activities shall include, but not be limited to, inspection and auditing of Contractor services, management systems and procedures, and books and records, as the Department deems appropriate, at any time during the Contractor's or facility's normal business hours. When monitoring activities identify areas of non-compliance, the Department shall issue reports to the Contractor detailing findings, recommendations, and corrective action.

2. ~~Post Service Post Payment~~ **Postservice Postpayment** Utilization Reviews

(a) After the DMC services have been rendered and paid, the Department shall conduct ~~Post Service Post Payment~~ **Postservice Postpayment (PSPP)** Utilization Reviews of the subcontracted DMC providers to determine whether the DMC services were provided in accordance with Title 22, Section 51341.1. The DHCS shall issue the PSPP report to the Contractor with a copy to subcontracted DMC provider. The Contractor shall be responsible for their subcontracted providers and their county-run programs to ensure any deficiencies are remediated pursuant to Sections 1 and 2 herein. The Contractor shall attest the deficiencies have been remediated and are complete, pursuant to Section 4(A), Paragraph (c), herein.

(b) State shall take appropriate steps in accordance with Title 22, CCR, Section 51341.1 to recover payments made if subsequent investigation uncovers evidence that the claim(s) should not have been paid or that DMC services have been improperly utilized, and/or shall take the corrective action as appropriate. If programmatic or fiscal deficiencies are identified, the Provider shall be required to submit a Corrective Action Plan (CAP) to ~~DHCS via the Contractor for approval~~ **the Contractor for review and approval prior to submission to DHCS for final approval.**

i. Pursuant to CCR, Title 22, Section 51341.1(o), all deficiencies identified by the PSPP review, whether or not a recovery of funds results, must be corrected and the entity that provided the services must submit a **Contractor-approved** CAP to the ~~DMC~~ PSPP Unit within 60 days of the date of the PSPP report.

1. The plan shall:

a. Address each demand for recovery of payment and/or programmatic deficiency;

b. Provide a specific description of how the deficiency shall be corrected; and

c. Specify the date of implementation of the corrective action.

d. Identify who will be responsible for correction and who will be responsible for on-going compliance.

2. DHCS will provide written approval of the CAP to the Contractor with a copy to the Provider. If DHCS does not approve the CAP, DHCS will provide guidance on the deficient areas and request an updated CAP from the Contractor with a copy to the Provider. The entity that provided the services must submit an updated CAP to the DMC PSPP Unit within 30 days of notification.

3. If the entity that provided the services, does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds from the Contractor until the ~~the~~ entity that provided the services is in compliance with Exhibit A, Attachment I ~~A1~~, Part V, Section 4(A)(2). The State shall inform the Contractor when funds will be withheld.

(c) Contractor and/or Subcontractor may appeal DMC dispositions concerning demands for recovery of payment and/or programmatic deficiencies of specific claims. Such appeals shall be handled pursuant to Title 22, CCR, Section 51341.1(q). This section shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of the State pursuant to Exhibit B ~~A1~~, Part II, Section 3, of this Contract.

(d) State shall monitor the Subcontractor's compliance with PSPP utilization review requirements in accordance with Title 22. Counties are also required to monitor of the Subcontractor's compliance pursuant to Section 4, Paragraph A.2, of this contract. The federal government may also review the existence and effectiveness of the State's utilization review system.

(e) Contractor shall implement and maintain compliance with the system of review described in Title 22, Section 51341.1, for the purposes of reviewing the utilization, quality, and appropriateness of covered services and ensuring that all applicable Medi-Cal requirements are met.

(f) Contractor shall assure that Subcontractor sites must keep a record of the clients/patients being treated at that location. Contractor shall retain client records for a minimum of three (3) years from the date of the last face-to-face contact. When an audit by the Federal Government or the State has been started before the expiration of the three-year period, the client records shall be maintained until completion of the audit and the final resolution of all issues as a result of the audit.

3. Training

(a) DHCS's Substance Use Disorder - Prevention, Treatment, and Recovery Services Division (SUD PTRSD) shall provide mandatory annual training to the Contractor on the requirements of Title 22 and the Drug Medi-Cal program requirements.

(b) Contractor may request additional Technical Assistance or training from SUD PTRSD on an ad hoc basis.

B. Contractor Monitoring

1. Program Integrity: Contractor is responsible for ensuring program integrity of its services and its subcontracted providers through a system of oversight, which shall include at least the following:

(a) Compliance with state and federal law and regulations, including, but not limited to, 42 CFR 433.32, 42 CFR 433.51, 42 CFR 431.800 et. seq., 42 CFR 440.230, 42 CFR 440.260, 42 CFR 455 et. seq., 42 CFR 456 et. seq., 42 CFR 456.23, 22 CCR 51490, 22 CCR 51490.1, 22 CCR 51341.1, 22 CCR 51159, WIC 14124.1, WIC 14124.2, 42 CFR 438.240(e), 42 CFR 438.240(b)(3), 42 CFR 438.240, 42 CFR 438.416, 42 CFR 438-10, and 42 CFR 438.206.

(b) Contractor shall conduct, at least annually, ~~an audit~~ **a utilization review** of DMC providers to assure covered services are being appropriately rendered. The annual ~~audit~~ **review** must include an on-site visit of the service provider. Reports of the annual ~~audit~~ **review** shall be provided to the Department's Performance Management Branch at:

Substance Use Disorder - Prevention, Treatment and Recovery Services Division, Performance Management Branch
Department of Health Care Services
PO Box 997413, MS-2621
Sacramento, CA 95899-7413;

Or by secure, encrypted email to: SUDCountyReports@dhcs.ca.gov

~~Audit~~ **Review** reports shall be provided to the State within 2 weeks of completion by the Contractor.

Technical assistance is available to counties from DHCS SUD PTRSD.

(c) Contractor shall ensure that DATAR submissions, detailed in Part III, Paragraph G of this contract are complied with by all treatment providers and subcontracted treatment providers. Contractor shall attest that each subcontracted provider is enrolled in DATAR at the time of execution of the subcontract.

(d) Contractor must monitor and attest compliance and/or completion by Providers with CAP requirements (detailed in Section 4, Paragraph (A)(2)(c)) **of this Exhibit** as required by any PSPP review. Contractor shall attest to DHCS, using the form developed by DHCS that the requirements in the CAP have been completed by the Contractor and/or the Provider. Submission of DHCS Form 8049 by Contractor must be accomplished within the timeline specified in the approved CAP, as noticed by DHCS.

(e) Contractor shall attest that DMC claims submitted to the state have been subject to review and verification process for accuracy and legitimacy. (45 CFR 430.30, 433.32, 433.51). Contractor shall not knowingly submit claims for services rendered to any beneficiary after the beneficiary's date of death, or from uncertified or decertified providers.

2. Training to DMC Subcontractors

(a) Contractor shall ~~provide~~ **ensure that all Subcontractors receive** training on the requirements of Title 22 regulations and DMC requirements at least annually**.** ~~to all subcontracted providers. Attendance~~ **Documented attendance** of any subcontracted provider at the annual trainings offered by DHCS (specified in Section 4, paragraph (A) (3) of this contract) shall suffice to meet the requirements of this provision. Contractor shall report compliance with this section to DHCS annually as part of the DHCS County monitoring process.

3. Monthly Monitoring

(a) Contractor shall check the status of all providers monthly to ensure that they are continuing active participation in the DMC program. Any subcontracted provider who surrenders their certification or closes their facility must be reported by the Contractor to ~~the Department~~ **DHCS' County Monitoring Unit** within two (2) business days of notification or discovery.

(b) During the monthly status check, the Contractor shall monitor for a triggering recertification event (change in ownership, change in scope of services, remodeling of facility, or change in location) and report any triggering events to ~~the State~~ **DHCS' County Monitoring Unit** within two (2) business days of notification or discovery.

4. Program Complaints

(a) All complaints received by Contractor regarding a DMC certified facility shall be forwarded to:

Drug Medi-Cal Complaints are to be submitted to:

Department of Heath Care Services
P.O. Box 997413
Sacramento, CA 95899-7413
Call the Hotline
Phone Toll-Free: (800) 822-6222
~~Division Chief~~
~~Substance Use Disorders Prevention, Treatment and Recovery Services Division~~
~~Department of Health Care Services~~
~~P.O. Box 997413, MS# 2621~~
~~Sacramento, CA 95899-7413~~

Complaints for Residential Adult Alcoholism or Drug Abuse Recovery or Treatment Facilities may also be made by telephoning the appropriate licensing branch listed below:

SUD Compliance Division:

Public Number: (916) 322-2911
Toll Free Number: (877) 685-8333

The Complaint Form is available and can also be submitted online at: http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx

(b) Counties shall be responsible for investigating complaints and providing the results of all investigations to the Department e-mail address by secure, encrypted e-mail to: SUDCountyReports@dhcs.ca.gov within two (2) business days of completion.

5. Record Retention

(a) Contractor shall include instructions on record retention and include in any subcontract with providers the mandate to keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to W&I **Code,** Section 14214.1 and 42 CFR 433.32; and 22 CCR section 51341.1.

6. Subcontract Termination

(a) The Contractor must notify ~~DHCS~~ **DHCS' County Monitoring Unit** of the termination of any contract with a certified subcontracted provider, and the basis for termination of the contract, within two (2) business days.

7. Corrective Action Plan

(a) If the Contractor fails to ensure any of the foregoing oversight through an adequate system of monitoring, utilization review, and fiscal and programmatic controls, the Department may request a CAP from the Contractor to address these deficiencies and a timeline for implementation. Failure to submit a CAP or adhere to the provisions in the CAP can result in a withhold of SAPT funds allocated to Contractor for the provision of services, and/or termination of this contract for cause

(b) Failure to comply with Monitoring requirements shall result in:

i. DHCS shall issue a report to Contractor after conducting monitoring, utilization, or fiscal auditing reviews of a county. When the DHCS report identifies non-compliant services or processes, it shall require a CAP. The Contractor shall submit a CAP to DHCS within the ~~following~~ timeframes ~~of receipt of the~~ **required by** DHCS ~~report~~.

a. The CAP shall include**:** ~~a statement of the problem and the goal of the actions the Contractor or its subcontracted provider will take to correct the deficiency or non-compliance. The CAP shall:~~

(1) **A statement of the deficiency;**
~~Address the specific actions to correct deficiency or non-compliance;~~

~~Identify who/which unit(s) will act; who/which unit(s) are accountable for acting; and~~

(2) **A list of action steps to be taken to correct the deficiency;** ~~Provide a timeline to complete the actions~~.

(3) Date of completion of each deficiency corrected;

(4) Who will be responsible for correction and ongoing compliance.

ii. DHCS will provide written approval of the CAP to the Contractor ~~and the subcontracted provider~~. If DHCS does not approve the CAP submitted by the Contractor, DHCS will provide guidance on the deficient areas and request an updated CAP from the Contractor with a new deadline for submission.

iii. If the Contractor does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, then the State may withhold funds until the Contractor is in compliance. The State shall inform the Contractor when funds will be withheld.

Section 5: Investigations and Confidentiality of Administrative Actions

A. Contractor acknowledges that if a DMC provider is under investigation by the State or any other state, local or federal law enforcement agency for fraud or abuse, the State may temporarily suspend the provider from the DMC program, pursuant to W&I **Code,** Section 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. The DHCS may also issue a Payment Suspension to a provider pursuant to W&I **Code,** Section 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The Contractor is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.

B. Contractor shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.

EXHIBIT A, ATTACHMENT I A2

DOCUMENTS INCORPORATED BY REFERENCE

The following documents are hereby incorporated by reference into the County contract though they may not be physically attached to the contract but will be issued in a CD under separate cover:

Document 1A: Title 45, Code of Federal Regulations 96, Subparts C and L, Substance Abuse Prevention and Treatment Block Grant Requirements

https://www.gpo.gov/fdsys/granule/CFR-2005-title45-vol1/CFR-2005-title45-vol1-part96
~~http://www.access.gpo.gov//nara/cfr/waisidx_04/45cfr96_04.html~~

Document 1B: Title 42, Code of Federal Regulations, Charitable Choice Regulations

https://www.law.cornell.edu/cfr/text/42/part-54
~~http://www.access.gpo.gov//nara/cfr/waisidx_04/42cfr54_04.html~~

Document 1C: Driving-Under-the-Influence Program Requirements

~~Document 1D(b): SAPT Female Offender Treatment Project (FOTP)~~

Document 1F(a): Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services

Document 1G: Perinatal Services Network Guidelines ~~2014~~ **2015** ~~(for Non-DMC Perinatal Programs)~~

Document 1H(a): Service Code Descriptions

Document 1H(b): Program Code Listing

Document 1H(c) : Funding Line Descriptions

Document 1J(a): Non-Drug Medi-Cal Audit Appeals Process

Document 1J(b): DMC Audit Appeals Process

Document 1K: Drug and Alcohol Treatment Access Report (DATAR)

http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx

Document 1P: Alcohol and/or Other Drug Program Certification Standards (March 15, 2004)

http://www.dhcs.ca.gov/provgovpart/Pages/Facility_Certification.aspx

Document 1T: CalOMS Prevention Data Quality Standards

Document 1V: Youth Treatment Guidelines

http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf

Document 2A: Sobky v. Smoley, Judgment, Signed February 1, 1995

Document 2C: Title 22, California Code of Regulations

http://ccr.oal.ca.gov

Document 2E: Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Updated July 1, 2004)

http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Drug_Medi-Cal_Certification_Standards.pdf

Document 2F: Standards for Drug Treatment Programs (October 21, 1981)

http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Standards_for_Drug_Treatment_Programs.pdf

Document 2K: Multiple Billing Override Certification (MC 6700)

Document 2L(a): Good Cause Certification (~~MC~~ 6065A)

Document 2L(b): Good Cause Certification (~~MC~~ 6065B)

Document 2P: County Certification - Cost Report Year-End Claim For Reimbursement

Document 2P(a): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Non-Perinatal (form and instructions)

Document 2P(b): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Perinatal (form and instructions)

Document 2P(c): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Non-Perinatal (form and instructions)

Document 2P(d): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Perinatal (form and instructions)

Document 2P(e): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Non-Perinatal (form and instructions)

Document 2P(f): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling

– Perinatal (form and instructions)

Document 2P(g): Drug Medi-Cal Cost Report Forms – Residential – Perinatal (form and instructions)

Document 2P(h): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Non-Perinatal (form and instructions)

Document 2P(i): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Perinatal (form and instructions)

Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs

http://www.calregs.com

Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors

http://www.calregs.com

Document 3J: CalOMS Treatment Data Collection Guide

http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf

Document 3O: Quarterly Federal Financial Management Report (QFFMR) 2014-15

http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx

Document 3S CalOMS Treatment Data Compliance Standards

Document 3T Non-Drug Medi-Cal and Drug Medi-Cal Local Assistance Funding Matrix

Document 3T(a) SAPT Authorized and Restricted Expenditures Information (Nov 2012)

Document 3V Culturally and Linguistically Appropriate Services (CLAS) National Standards

http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15

Document 4A : Drug Medi-Cal Claim Submission Certification – County Contracted Provider – DHCS Form MC 8186 with Instructions

Document 4B : Drug Medi-Cal Claim Submission Certification – County Operated Provider – DHCS Form MC 8187 with Instructions

Document 4D : Drug Medi-Cal Certification for Federal Reimbursement (DHCS 100224A)

Document 4E :	Treatment Standards for Substance Use Diagnosis: A Guide for Services (Spring 2010)
Document 4F :	Drug Medi-Cal (DMC) Services Quarterly Claim for Reimbursement of County Administrative Expenses (Form #MC 5312)
Document 5A :	Confidentiality Agreement

Exhibit B A2
Budget Detail and Payment Provisions

Part I – General Fiscal Provisions

Section 1 – General Fiscal Provisions

A. Fiscal Provisions

For services satisfactorily rendered, and upon receipt and approval of documentation as identified in Exhibit A, Attachment I ~~A1~~, Part III, DHCS agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates and/or allowable costs specified herein.

B. Use of State **General** Funds

Contractor may not use allocated Drug Medi-Cal State General Funds to pay for any non-Drug Medi-Cal services.

C. Funding Authorization

Contractor shall bear the financial risk in providing any substance use disorder services covered by this Contract.

D. Availability of Funds

It is understood that, for the mutual benefit of both parties, this Contract may have been written before ascertaining the availability of congressional appropriation of funds in order to avoid program and fiscal delays that would occur if this Contract were not executed until after that determination. If so, State may amend the amount of funding provided for in this Contract based on the actual congressional appropriation.

E. Subcontractor Funding Limitations

Pursuant to HSC Section 11818 **(b)**(2)(A), Contractor shall reimburse its Subcontractors that receive a combination of **Drug** Medi-Cal funding and other federal or county realignment funding for the same service element and location based on the Subcontractor's actual costs in accordance with Medicaid reimbursement requirements as specified in Title XIX or Title XXI of the Social Security Act; Title 22, and the State's Medicaid Plan. Payments at negotiated rates shall be settled to actual cost at year-end.

F. Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

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

G. Expense Allowability / Fiscal Documentation

1. Invoices, received from a Contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.

2. Contractor shall maintain for review and audit and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.

3. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles, and generally accepted governmental audit standards, all questionable costs may be disallowed and payment may be withheld by DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

4. Costs and/or expenses deemed unallowable are subject to recovery by DHCS.

H. Maintenance of Effort for SAPT Block Grant

1. Notwithstanding any other provision in this contract, the Director may reduce federal funding allocations, on a dollar-for-dollar basis, to a county that has a reduced or anticipates reduced expenditures in a way that would result in a decrease in ~~the~~ **California's receipt of** federal Substance Abuse Prevention and Treatment Block Grant funds (42 U.S.C. Sect 300x-30).

2. Prior to making any reductions pursuant to this subdivision, the Director shall notify all counties that county underspending will reduce the federal Substance Abuse Prevention and Treatment Block Grant maintenance of effort (MOE). Upon receipt of notification, a county may submit a revision to the county budget initially submitted pursuant to subdivision (a) of Section ~~11978~~ **11798** in an effort to maintain the statewide SAPT Block Grant MOE.

3. **Pursuant to 45 CFR 96.124 C 1-3 the Contractor shall expend a specified percentage of SAPT Block Grant funds for perinatal services, pregnant women, and women with dependent children each state fiscal year (SFY). The Contractor shall expend that percentage of SAPT Block Grant funds by, either establishing new programs or expanding the capacity of existing programs. In accordance with 45 CFR 96.124 (c)(1-3), the Contractor shall calculate the percentage of funds to be expended for perinatal services, pregnant women, and women with dependent children in the manner described in Exhibit G: County Share of SAPT Block Grant Women Services Expenditure Requirement.**

4. Pursuant to subdivision (b) of Section ~~11978.1~~ **11798.1**, a county shall notify the Department in writing of proposed local changes to the county's expenditure of funds. The Department shall review and may approve the proposed local changes depending on the level of expenditures needed to maintain the statewide SAPT Block Grant MOE.

I. Effective the date of execution of this Contract, nothing in this Contract waives the protections provided to Contractor under Section 36 of article XIII of the California Constitution ("Proposition 30"). Except where specifically stated in the terms of this contract, Contractor's performance of any additional legal requirements, including, but not limited to court-ordered requirements and statutory or regulatory amendments, is subject to Proposition 30's funding requirements.

Section 2 – General Fiscal Provisions – Non-Drug Medi-Cal

A. Revenue Collection

Contractor shall conform to revenue collection requirements in Division 10.5 of the HSC, Sections 11841, by raising revenues in addition to the funds allocated by the State. These revenues include, but are not limited to, fees for services, private contributions, grants, or other governmental funds. These revenues shall be used in support of additional alcohol and other drug services or facilities. Each alcohol and drug program shall set and collect client fees based on the client's ability to pay. The fee requirement shall not apply to prevention and early intervention services. Contractor shall identify in its annual cost report the types and amounts of revenues collected.

B. Cost Efficiencies

It is intended that the cost to the Contractor in maintaining the dedicated capacity and units of service shall be met by the non-DMC funds allocated to the Contractor and other Contractor or Subcontractor revenues. Amounts awarded pursuant to Exhibit A, Attachment I ~~A1~~, Part IV, shall not be used for services where payment has been made, or can reasonably be expected to be made under any other state or federal compensation or benefits program, or where services can be paid for from revenues.

Section 3 – General Fiscal Provisions – Drug Medi-Cal

A. Return of Unexpended Funds

Contractor assumes the total cost of providing covered services on the basis of the payments delineated in this Exhibit B ~~A1~~, Part II. Any State General Funds or federal Medicaid funds paid to the Contractor, but not expended for DMC services shall be returned to the State.

B. Amendment or Cancellation Due to Insufficient Appropriation

This Contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of the DMC program. It is mutually agreed that if the Congress does not appropriate sufficient funds for this program, State has the option to void this contract or to amend the Contract to reflect any reduction of funds.

C. Exemptions

Exemptions to the provisions of Item B above, of this Exhibit, may be granted by the California Department of Finance provided that the Director of DHCS certifies in writing that federal funds are available for the term of the contract.

D. Allowable costs

Allowable costs, as used in Section 51516.1 of Title 22 shall be determined in accordance with Title 42, CFR Parts 405 and 413, and Centers for Medicare and Medicaid Services (CMS), "Medicare Provider Reimbursement Manual (Publication Number 15)," which can be obtained from the Centers for Medicare & Medicaid Services, or www.cms.hhs.gov." In accordance with W&IC Sections 14132.44 and 14132.47, funds allocated to the Contractor for DMC services, including funding for alcohol and other drug services for pregnant and postpartum women pursuant to Title 22, Section 51341.1(c), may not be used as match for targeted case management services or for Medi-Cal administrative activities.

Exhibit B A2
Budget Detail and Payment Provisions

Part II – Reimbursements

Section 1. General Reimbursement

A. Prompt Payment Clause

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

B. Amounts Payable

1. The amount payable under this Agreement shall not exceed the amount identified on the Standard Agreement.

2. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

3. The funds identified for the fiscal years covered by under this Section, within this Exhibit, are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. The amount of funds available for expenditure by the Contractor shall be limited to the amount identified in the final allocations issued by the State for that fiscal year or the non-DMC amount, whichever is less. Changes to allocated funds will require written amendment to the Contract.

4. For each fiscal year, the State may settle costs for services based on each fiscal year year-end cost settlement report as the final amendment for the specific fiscal year cost settlement report to the approved single state/county contract.

Section 2. Non-Drug Medi-Cal

A. Amounts Payable for Non-Drug Medi-Cal

1. State shall reimburse the Contractor monthly in arrears an amount equal to one-twelfth of the maximum amount allowed pursuant to Exhibit B ~~A1~~ of the contract or the most recent allocation based on the Budget Act Allocation, whichever is less. Final allocations will reflect any increases or reductions in the appropriations as reflected in the State Budget Act allocation and any subsequent allocation revisions.

2. Monthly disbursement to the Contract at the beginning of each fiscal year of the Contract shall be based on the preliminary allocation of funds, as detailed in this Exhibit.

3. However, based on the expenditure information submitted by the counties in the Quarterly Federal Financial Management Report (QFFMR) (Document 3O), State

may adjust monthly payments of encumbered block grant federal funds to extend the length of time (not to exceed 21 months) over which payments of federal funds will be made.

4. Monthly disbursements to the Contractor at the beginning of each fiscal year of the Contract shall be based on the preliminary allocation of funds, as detailed in Exhibit B ~~A1~~.

5. State may withhold monthly non-DMC payments if the Contractor fails to:

   (a) ~~timely~~ submit **timely** reports and data required by the State, including but not limited to, reports required pursuant to Exhibit A, Attachment I ~~A1~~, Part III.

   (b) submit the contract amendment within 90 days from issuance from the State to the Contractor.

   (c) submit and attest the completion of Corrective Action Plans for services provided pursuant to this contract.

6. Upon the State's receipt of the complete and accurate reports, data, or signed contract, the Contractor's monthly payment shall commence with the next scheduled monthly payment, and shall include any funds withheld due to late submission of reports, data and/or signed contract.

7. Adjustments may be made to the total of the Contract and amounts may be withheld from payments otherwise due to the Contractor hereunder, for nonperformance to the extent that nonperformance involves fraud, abuse, or failure to achieve the objectives of the provisions of Exhibit A, Attachment I ~~A1~~, Part IV.

B. Payment Provisions

For each fiscal year, the total amount payable by the State to the Contractor for services provided under Exhibit A, Attachment I ~~A1~~, Part IV, shall not exceed the encumbered amount. The funds identified for the fiscal years covered by Exhibit A, Attachment I ~~A1~~, Part IV, are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. Changes to encumbered funds will require written amendment to the Contract. State may settle costs for non-DMC services based on the year-end cost settlement report as the final amendment to the approved single state/county contract.

C. In the even**t of** a contract amendment**,** ~~is~~ **as** required ~~pursuant to~~ **by** the preceding paragraph, Contactor shall submit to the State information as identified in Exhibit E, Section 1.D. To the extent the Contractor is notified of the State Budget Act allocation prior to the execution of the Contract, the State and the Contractor may agree to amend the contract after the issuance of the first ~~revised~~ **Budget Act** allocation.

D. Accrual of Interest

Any interest accrued from State-allocated funds and retained by the Contractor must be used for the same purpose as the State allocated funds from which the interest was accrued.

E. Expenditure Period

Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are allocated based upon the Federal Grant award period. These funds must be expended for activities authorized pursuant to 42 USC Sections 300x-21(b) through 300x-66; and Title 45, CFR, Subpart L, within the availability period of the grant award. Any SAPT Block Grant funds that have not been expended by a Contractor at the end of the expenditure period identified below shall be returned to the State for subsequent return to the Federal government.

1. The expenditure period of the FFY 2014 award is October 1, 2013 through June 30, 2015.

2. The expenditure period of the FFY 2015 award is October 1, 2014 through June 30, 2016.

3. The expenditure period of the FFY 2016 award is October 1, 2015 through June 30, 2017.

4. The expenditure period of the FFY 2017 award is October 1, 2016 through June 30, 2018.

5. The expenditure period of the FFY 2018 award is October 1, 2017 through June 30, 2019.

F. Contractors receiving SAPT Block Grant funds shall comply with the financial management standards contained in Title 45, CFR, Part 92, Sections 92.20(b)(1) through (6), and Title 45, CFR, Part 96, Section 96.30.

G. Non-profit Subcontractors receiving SAPT Block Grant funds shall comply with the financial management standards contained in Title 45, CFR, Part 74, Sections 74.21(b)(1) through (4) and (b)(7), and Part 96, Section 96.30.

H. Contractors receiving SAPT Block Grant funds shall track obligations and expenditures by individual SAPT Block Grant award, including, but not limited to, obligations and expenditures for primary prevention, services to pregnant women and women with dependent children. “Obligation” shall have the same meaning as used in Title 45, CFR, Part 92, Section 92.3.”

Additionally, Contractors expending SAPT Block Grant HIV Set Aside funds for HIV Early Intervention Services are required to collect data regarding their use of HIV Set-Aside funds and to report this data to the State.

I. Restrictions on the Use of ~~Federal~~ **SAPT** Block Grant Funds

Pursuant to 42 U.S.C. 300x-31, Contractor shall not use SAPT Block Grant funds provided by the Agreement on the following activities:

1. Provide inpatient services;

2. Make cash payment to intended recipients of health services;

3. Purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase major medical equipment;

4. Satisfy any requirement for the expenditure of non-~~F~~**f**ederal funds as a condition for the receipt of ~~F~~**f**ederal funds;

5. Provide financial assistance to any entity other than a public or nonprofit private entity;

6. Pay the salary of an individual through a grant or other extramural mechanism at a rate in excess of level I of the Executive Salary Schedule for the award year: see http://grants.nih.gov/grants/policy/salcap_summary.htm;

7. Purchase treatment services ~~and~~ **in** penal or correctional institutions of this State of California; and

8. Supplant state funding of programs to prevent and treat substance abuse and related activities.

Section 3. Drug Medi-Cal

A. To the extent that the Contractor provides the covered services in a satisfactory manner and in accordance with the terms and conditions of this Contract, the State agrees to pay the Contractor federal Medicaid funds according to Exhibit A, Attachment I ~~A1~~, Part III. Subject to the availability of such funds, Contractor shall receive federal Medicaid funds and/or State General Funds for allowable expenditures as established by the federal government and approved by the State, for the cost of services rendered to beneficiaries.

B. Any payment for covered services rendered pursuant to Exhibit A, Attachment I ~~A1~~, Part V, shall only be made pursuant to applicable provisions of Title XIX or Title XXI of the Social Security Act; the W&IC; the HSC; California's Medicaid State Plan; and Sections 51341.1, 51490.1, 51516.1, and 51532 of Title 22.

C. It is understood and agreed that failure by the Contractor or its Subcontractors to comply with applicable federal and state requirements in rendering covered services shall be sufficient cause for the State to deny payments to and/or recover payments from the Contractor and/or terminate the Contractor or its Subcontractor from DMC program participation. If the State or the Department of Health and Human Services (DHHS) disallows or denies payments for any claim, Contractor shall repay to the State the federal

Medicaid funds and/or State General Funds it received for all claims so disallowed or denied. The overpayment shall be recovered by any of the methods allowed in Title 22, CCR, Sections 51047(a) and (b).

D. Before such denial, recoupment, or disallowances are made, State shall provide the Contractor with written notice of its proposed action. Such notice shall include the reason for the proposed action and shall allow the Contractor sixty (60) days to submit additional information before the proposed action is taken, as required in Title 22, CCR, Section 51047(a). This requirement does not apply to the DMC Post Service Post Payment Utilization Reviews.

E. The State shall refund to the Contractor any recovered Federal Drug Medi-Cal overpayment that is subsequently determined to have been erroneously collected, together with interest, in accordance with Title 22, CCR, Section 51047(e).

F. Contractor shall be reimbursed by the State on the basis of its actual net reimbursable cost, not to exceed the unit of service maximum rate.

G. Claims submitted to the contractor by a sub-contracted provider that is not certified or whose certification has been suspended pursuant to the Welfare and Institutions Code section 14107.11, and Code of Federal Regulations, Title 42, section 455.23 shall not be certified or processed for federal or state reimbursement by the contractor. Payments for any DMC services shall be held by the Contractor until the payment suspension is resolved.

H. In the event a contract amendment is required pursuant to the preceding paragraph, Contractor shall submit to the State information as identified in Exhibit E, Section 1.D. To the extent the Contractor is notified of the State Budget Act allocation prior to the execution of the Contract, the State and the Contractor may agree to amend the contract after the issuance of the first revised allocation.

I. Reimbursement for covered services, other than NTP services, shall be limited to the lower of:

1. the provider's usual and customary charges to the general public for the same or similar services;

2. the provider's actual allowable costs; or

3. the DMC SMA for the modality.

J. Reimbursement to NTP's shall be limited to the lower of either the USDR rate, pursuant to W&IC Section 14021.51(h), or the provider's usual and customary charge to the general public for the same or similar service. However, reimbursement paid by a county to an NTP provider for services provided to any person subject to Penal Code Sections 1210.1 or 3063.1 and for which the individual client is not liable to pay, does not constitute a usual or customary charge to the general public. (W&IC Section 14021.51(h)(2)(A)).

K. State shall reimburse the Contractor the State General Funds and/or federal Medicaid amount of the approved DMC claims and documents submitted in accordance with Exhibit A, Attachment I ~~A1~~, Part III.

L. State will adjust subsequent reimbursements to the Contractor to actual allowable costs. Actual allowable costs are defined in the Medicare Provider Reimbursement Manual (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or www.cms.hhs.gov.

M. Contractors and Subcontractors must accept, as payment in full, the amounts paid by the State in accordance with Title 22, CCR, Section 51516.1, plus any cost sharing charges (deductible, coinsurance, or copayment) required to be paid by the client. However, Contractors and Subcontractors may not deny services to any client eligible for DMC services on account of the client's inability to pay or location of eligibility. Contractors and Subcontractors may not demand any additional payment from the State, client, or other third party payers.

Section 4. Drug Medi-Cal Direct Provider Contracts

A. Pursuant to W&IC 14124.21, DHCS shall contract with qualified DMC providers within the county when a county does not contract to operate DMC services, in whole or in part.

B. The State will invoice the Contractor for the county realignment share of approved DMC claims received by the State from the State's subcontractor. Contractor shall reimburse the State for the county realignment share of the approved DMC claims within 30 days of receipt of the invoice. If Contractor does not reimburse the State within 30 days of receipt of the invoice, the State may offset the amount owed from any other funding owed to Contractor by the State or any other State agency. The parties acknowledge that the State's subcontractor shall be responsible for repayment of any disallowed claims. However, in no event shall the State be liable for Medicaid reimbursement for any disallowed claims.

1. Any Contractor contracting with the State for the provision of services through NTP providers may receive reimbursement of the NTP administrative rate.

2. As a result of the direct contract provider's settled cost report, any County Realignment funds owed to the direct contract provider will be handled through an invoice process to the Contractor. Additionally, as a result of the direct contract provider's settled cost report, any County Realignment funds owed to the State will be returned to the Contractor.

Exhibit B A2
Budget Detail and Payment Provisions

Part III - Financial Audit Requirements

Section 1. General Fiscal Audit Requirements

A. In addition to the requirements identified below, the Contractor and its Subcontracts are required to meet the audit requirements as delineated in Exhibit C, General Terms and Conditions, and Exhibit D(F), Special Terms and Conditions, of this Contract.

B. All expenditures of county realignment funds, state and federal funds furnished to the Contractor and its Subcontractors pursuant to this Contract are subject to audit by the State. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 (Revised December 2013) and/or any independent Contractor audits or reviews. Objectives of such audits may include, but not limited to, the following:

1. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting;

2. To validate data reported by the Contractor for prospective contract negotiations;

3. To provide technical assistance in addressing current year activities and providing recommendation on internal controls, accounting procedures, financial records, and compliance with laws and regulations;

4. To determine the cost of services, net of related patient and participant fees, third-party payments, and other related revenues and funds;

5. To determine that expenditures are made in accordance with applicable state and federal laws and regulations and contract requirements, and/or;

6. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Contract objectives of Exhibit C and D(F).

C. Unannounced visits may be made at the discretion of the State.

D. The refusal of the Contractor or its Subcontractors to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part constitutes an express and immediate material breach of this Contract and will be sufficient basis to terminate the Contract for cause or default.

E. Reports of audits conducted by the State shall reflect all findings, recommendations, adjustments and corrective action as a result of it's finding in any areas.

Section 2. Non-Drug Medi-Cal Financial Audits

A. Pursuant to OMB Circular A-133 §__.400(d)(3), Contractor shall monitor the activities of all of its Subcontractors to ensure that:

1. Subcontractors are complying with program requirements and achieving performance goals

2. Subcontractors are complying with fiscal requirements, such as having appropriate fiscal controls in place, and are using awards for authorized purposes.

B. Contractor can use a variety of monitoring mechanism, including limited scope audits, on-site visits, progress reports, financial reports, and review of documentation support requests for reimbursement, to meet the Contractor's monitoring objectives. The Contractor may charge federal awards for the cost of these monitoring procedures as outlined in OMB Circular A-133.

C. The Contractor shall submit to the State a copy of the procedures and any other monitoring mechanism used to monitor non-profit Subcontracts at the time of the County's annual site visit or within 60 days thereafter. Contractor shall state the frequency that non-profit Subcontracts are monitored.

D. Limited scope audits, as defined in the OMB Circular A-133, only include agreed-upon engagements that are (1) conducted in accordance with either the American Institute of Certified Public Accountants generally accepted auditing standards or attestation standards; (2) paid for and arranged by pass-through entities (counties); and (3) address one or more of the following types of compliance requirements: (i) activities allowed or unallowed; (ii) allowable costs/cost principals; (iii) eligibility; (9v) matching, level of effort and earmarking; and (v) reporting.

E. On-site visits focus on compliance and controls over compliance areas. The reviewer must make site visits to the subcontractor locations(s), and can use a variety of monitoring mechanism to document compliance requirements. The finding and the corrective action will require follow-up by the Contractor.

F. Contractor shall be responsible for any disallowance taken by the Federal Government, the State, or the California State Audit**or**, as a result of any audit exception that is related to the Contractor's responsibilities herein. Contractor shall not use funds administered by the State to repay one federal funding source with funds provided by another federal funding source, to repay federal funds with state funds, or to repay state funds with federal funds. State shall invoice Contractor 60 days after issuing the final audit report or upon resolution of an audit appeal. Contractor agrees to develop and implement any corrective action plans in a manner acceptable to the State in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by the state within one year from the date of the plan.

If differences cannot be resolved between the State and Contractor regarding the terms of the financial audit settlements for funds expended under Exhibit A, Attachment I ~~A1~~, Part IV, Contractor may request an appeal in accordance with the appeal process described in Document 1J(a), "Non-DMC Audit Appeal Process," incorporated by this reference. When a financial audit is conducted by the Federal Government, the State, or the California State Auditor directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with Document 1J(a). Contractor shall include a provision in its subcontracts regarding the process by which its Subcontractors may file an appeal via the Contractors.

G. Contractors that conduct financial audits of Subcontractors, other than a Subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify Subcontractors of their appeal rights pursuant to that process. This section shall not apply to those grievances or compliances arising from the financial findings of an audit or examination made by or on behalf of the State pursuant to Article IV of this Contract.

H. Pursuant to OMB Circular A-133, State may impose sanctions against the Contractor for not submitting single or program-specific audit reports, or failure to comply with all other audit requirements. The sanctions shall include:

1. Withholding a percentage of federal awards until the audit is completed satisfactorily

2. Withhold or disallowing overhead costs

3. Suspending federal awards until the audit is conducted; or

4. Terminating the federal award

Section 3. Drug Medi-Cal Financial Audits

A. In addition to the audit requirements set forth in Exhibit D(F), State may also conduct financial audits of DMC programs, exclusive of NTP services, to accomplish any of, but not limited to, the following audit objectives:

1. To review reported costs for validity, appropriate allocation methodology, and compliance with Medicaid laws and regulations;

2. To ensure that only the cost of allowable DMC activities are included in reported costs;

3. To determine the provider's usual and customary charge to the general public in accordance with CMS (The Medicare Provider Reimbursement Manual) (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or www.cms.hhs.gov, for comparison to the DMC cost per unit;

4. To review documentation of units of service and determine the final number of approved units of service;

5. To determine the amount of clients' third-party revenue and Medi-Cal share of cost to offset allowable DMC reimbursement; and,

6. To compute final settlement based on the lower of actual allowable cost, the usual and customary charge, or the maximum allowance, in accordance with Title 22, Section 51516.1.

B. In addition to the audit requirements set forth in Exhibit D(F), State may conduct financial audits of NTP programs. For NTP services, the audits will address items A(3) through A(5) above, except that the comparison of the provider's usual and customary charge in A(3) will be to the DMC USDR rate in lieu of DMC cost per unit. In addition, these audits will include, but not be limited to:

1. For those NTP providers required to submit a cost report pursuant to W&IC Section 14124.24, a review of cost allocation methodology between NTP and other service modalities, and between DMC and other funding sources;

2. A review of actual costs incurred for comparison to services claimed;

3. A review of counseling claims to ensure that the appropriate group or individual counseling rate has been used and that counseling sessions have been billed appropriately;

4. A review of the number of clients in group sessions to ensure that sessions include no less than ~~four~~ **two** and no more than ~~ten~~ **twelve** clients at the same time, with at least one Medi-Cal client in attendance;

5. Computation of final settlement based on the lower of USDR rate or the provider's usual and customary charge to the general public; and,

6. A review of supporting service, time, financial, and patient records to verify the validity of counseling claims.

C. Contractor shall be responsible for any disallowances taken by the Federal Government, the State, or the Bureau of State Audits as a result of any audit exception that is related to its responsibilities. Contractor shall not use funds administered by the State to repay one federal funding source with funds provided by another federal funding source, or to repay federal funds with state funds, or to repay state funds with federal funds

D. Contractor agrees to promptly develop and implement any corrective action plans in a manner acceptable to the State in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by the State within six months from the date of the plan.

E. Contractor, in coordination with the State, must provide follow-up on all significant findings in the audit report, including findings relating to a Subcontractor, and submit the results to the State.

If differences cannot be resolved between the State and the Contractor regarding the terms of the final financial audit settlements for funds expended under Exhibit B ~~A1~~, Contractor may request an appeal in accordance with the appeal process described in the "DMC Audit Appeal Process," Document 1J(b), incorporated by this reference. When a financial audit is conducted by the Federal Government, the State, or the Bureau of State Audits directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with Document 1J(b). Contractor shall include a provision in its subcontracts regarding the process by which a Subcontractor may file an audit appeal via the Contractor.

F. Providers of DMC services shall, upon request, make available to the State their fiscal and other records to assure that such provider have adequate recordkeeping capability and to assure that reimbursement for covered DMC services are made in accordance with Title 22, CCR, Section 51516.1. These records include, but are not limited to, matters pertaining to:

1. Provider ownership, organization, and operation;

2. Fiscal, medical, and other recordkeeping systems;

3. Federal income tax status;

4. Asset acquisition, lease, sale, or other action;

5. Franchise or management arrangements;

6. Patient service charge schedules;

7. Costs of operation;

8. Cost allocation methodology;

9. Amounts of income received by source and purpose; and,

10. Flow of funds and working capital.

G. Contractor shall retain records of utilization review activities required in Article VI herein for a minimum of three (3) years.

Exhibit B A2
Budget Detail and Payment Provisions

Part IV – Records

Section 1. General Provisions

A. Maintenance of Records

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for the State to audit contract performance and contract compliance. Contractor shall make these records available to the State, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by contractor are reasonable, allowable and allocated appropriately. All records must be capable of verification by qualified auditors.

1. Contractor shall include in any contract with an audit firm a clause to permit access by the State to the working papers of the external independent auditor, and require that copies of the working papers shall be made for the State at its request.

2. Contractor shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with the State. All records must be capable of verification by qualified auditors.

3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by the State for interim settlement. When an audit by the Federal Government, the State, or the California State Auditor has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not been completed within three years, the interim settlement shall be considered as the final settlement.

4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.

5. Contractor's subcontracts shall require that all Subcontractors comply with the requirements of Exhibit A, Attachment I ~~A1~~, Part V, Section 2.

6. Should a Subcontractor discontinue its contractual agreement with the Contractor, or cease to conduct business in its entirety, Contractor shall be responsible for retaining the Subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. Contractor shall follow SAM requirements located at http://sam.dgs.ca.gov/TOC/1600.aspx.

   The Contractor shall retain all records required by Welfare and Institutions Code section 14124.1, 42 CFR 433.32, and California Code of Regulations, Title 22, Section 51341.1 et seq. for reimbursement of services and financial audit purposes.

7. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of federal and state funds.

B. Dispute Resolution Process

1. In the event of a dispute under this Exhibit A, Attachment I ~~A1~~, Part IV, other than an audit dispute, Contractor shall provide written notice of the particulars of the dispute to the State before exercising any other available remedy. Written notice shall include the contract number. The Director (or designee) of the State and the County Drug or Alcohol Program Administrator (or designee) shall meet to discuss the means by which they can effect an equitable resolution to the dispute. Contractor shall receive a written response from the State within sixty (60) days of the notice of dispute. The written response shall reflect the issues discussed at the meeting and state how the dispute will be resolved.

2. In the event of a dispute over financial audit findings between the State and the Contractor, Contractor may appeal the audit in accordance with the "non- DMC Audit Appeal Process" (Document 1J(a)). When a financial audit by the Federal Government, the State, or the California State Auditor is conducted directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with Document 1J(a). Contractor shall include a provision in its subcontracts regarding the process by which a Subcontractor may file an audit appeal via the Contractor.

3. As stated in Part III, Section 3, of this Exhibit, in the event of a dispute over financial audit findings between the State and the Contractor, Contractor may appeal the audit in accordance with DMC Audit Appeal Process" (Document 1J(b)). When a financial audit by the Federal Government, the State, or the California State Auditor is conducted directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with DMC Audit Appeal Process" (Document 1J(b)). Contractor shall include a provision in its subcontracts regarding the process by which a Subcontractor may file an audit appeal via the Contractor.

4. Contractors that conduct financial audits of Subcontractors, other than a Subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify Subcontractors of their appeal rights pursuant to that process. This section shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of the State pursuant to Part II of this Exhibit.

5. To ensure that necessary corrective actions are taken, financial audit findings are either uncontested or upheld after appeal may be used by the State during prospective contract negotiations.

Exhibit B A2
Budget Detail and Payment Provisions

Part V. Drug Medi-Cal Reimbursement Rates

A. **"Uniform Statewide Daily Reimbursement (USDR) Rate"** means the rate for NTP services based on a unit of service that is a daily treatment service provided pursuant to Title 22, Sections 51341.1 and 51516.1 and Title 9, commencing with Section 10000 (Document 3G), or the rate for individual or group counseling. The following table shows USDR rates.

Service	Type of Unit of Service (UOS)	Non-Perinatal (Regular) Rate Per UOS			Perinatal Rate Per UOS		
		FY 14/15	FY 15/16	FY 16/17	FY 14/15	FY 15/16	FY 16/17
NTP-Methadone Dosing	Daily	$10.80	$11.44	**$11.44**	$11.79	$13.58	**$13.58**
NTP-Individual Counseling (*)	One 10-minute increment	$13.48	$13.39	**$13.39**	$21.06	$21.17	**$21.17**
NTP Group Counseling (*)	One 10-minute increment	$2.91	$3.02	**$3.02**	$7.03	$5.79	**$5.79**

(*) The NTP contractors may be reimbursed for up to 200 minutes (20-10 minute increments) of individual and/or group counseling per calendar month. If medical necessity is met that requires additional NTP counseling beyond 200 minutes per calendar month, NTP contractors may bill and be reimbursed for additional counseling (in 10 minute increments). Medical justification for the additional counseling must be clearly documented in the patient record.

Reimbursement for covered NTP services shall be limited to the lower of the NTP's usual and customary charge to the general public for the same or similar services or the USDR rate.

B. **"Unit of Service"** means a face-to-face contact on a calendar day for outpatient drug free, intensive outpatient treatment, perinatal residential, and Naltrexone treatment services. Only one face-to-face service contact per day is covered by DMC except in the case of emergencies when an additional face-to-face contact may be covered for intake crisis intervention or collateral service. To count as a unit of service, the second contact shall not duplicate the services provided on the first contact, and each contact shall be clearly documented in the beneficiary's record. While the rates are approved by the State, they are subject to change through the regulation process. Units of service are identified in the following table.

Service	Type of Unit of Service (UOS)	Non-Perinatal (Regular) Rate Per UOS			Perinatal Rate Per UOS		
		FY 14/15	FY 15/16	FY 16/17	FY 14/15	FY 15/16	FY 16/17
Intensive Outpatient Treatment	Face-to-Face Visit	$56.44	$58.30	**$58.30**	$80.78	$81.22	**$81.22**
Naltrexone Treatment	Face-to-Face Visit	$19.06	$19.06	**$19.06**	NA	NA	**NA**
Outpatient Drug Free	Face-to Face Visit – Individual (per person)	$67.38	$66.93	**$66.93**	$105.32	$105.90	**$105.90**
	Face-to-Face Visit – Group (per person)	$26.23	$27.14	**$27.14**	$63.33	$52.11	**$52.11**
Perinatal Residential	Daily – Residential Day	NA	NA	**NA**	$99.43	$99.97	**$99.97**

Exhibit E A1
Additional Provisions

1. Amendment Process

A. Both the Contractor and the State may agree to amend or renegotiate the Contract.

B. Should either party, during the term of this Agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the both parties and the Department of General Services (DGS), if DGS approval is required.

C. Contract amendments will be required to change encumbered amounts for each year of a multi-year contract period, of which the first amendment will be based on the Governor's Budget Act allocation of that specific fiscal year. The signed contract from the Contractor will be due to the Department of Health Care Services within 90 days from the issuance to the County. If the signed Contract from the Contractor is not received within 90 days from the issuance to the County, DHCS may withhold all non-DMC payments under Exhibit B of this Contract until the required amendment is received by the State.

D. Contract amendments may be requested by the Contractor until May 1 of each of the contract's fiscal years. An amendment proposed by either the Contractor or the State shall be forwarded in writing to the other party.

1) The proposed amendment submitted by Contractor shall include the proposed changes, and a statement of the reason and basis for the proposed change.

2) Amendments shall be duly approved by the County Board of Supervisors or its authorized designee, and signed by a duly authorized representative.

E. Contractor acknowledges that any newly allocated funds that are in excess of the initial amount for each fiscal year may be forfeited if DHCS does not receive a fully executable contract amendment on or before June 30, 201~~5~~**7**.

F. State may settle costs for substance use disorder services based on the year-end cost settlement report as the final amendment to the approved single State/County contract.

2. Cancellation / Termination

A. This Agreement may be cancelled by DHCS <u>without cause</u> upon 30 calendar days advance written notice to the Contractor.

B. DHCS reserves the right to cancel or terminate this Agreement immediately for cause. The Contractor may submit a written request to terminate this Agreement only if DHCS substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this Agreement.

D. Agreement termination or cancellation shall be effective as of the date indicated in DHCS' notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.

F. In the event of early termination or cancellation, the Contractor shall be entitled to payment for all allowable costs authorized under this Agreement and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.

G. In the event of changes in law that affect provisions of this Contract, the parties agree to amend the affected provisions to conform to the changes in law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Contract are severable and in the event that changes in law render provisions of the Contract void, the unaffected provisions and obligations of this Contract will remain in full force and effect.

H. The following additional provisions regarding termination apply only to Exhibit A, Attachment I, Part V, of this Contract:

1) In the event the federal Department of Health and Human Services (hereinafter referred to as DHHS), or State determines Contractor does not meet the requirements for participation in the DMC Treatment Program, State will terminate payments for services provided pursuant to Exhibit A, Attachment I, Part V, of this Contract for cause.

2) All obligations to provide covered services under this Contract will automatically terminate on the effective date of any termination of this Contract. Contractor will be responsible for providing or arranging for covered services to beneficiaries until the effective date of termination or expiration of the Contract.

   Contractor will remain liable for processing and paying invoices and statements for covered services and utilization review requirements prior to the expiration or termination until all obligations have been met.

3) In the event Exhibit A, Attachment I, Part V, of this Contract is nullified, Contractor shall refer DMC clients to providers who are certified to provide the type(s) of services the client has been receiving.

I. In the event this Contract is terminated, Contractor shall deliver its entire fiscal and program records pertaining to the performance of this Contract to the State, which will retain the records for the required retention period.

3. Avoidance of Conflicts of Interest by Contractor

A. DHCS intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, DHCS reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to DHCS review and prior approval.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Agreement.

2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

C. If DHCS is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by DHCS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by DHCS and cannot be resolved to the satisfaction of DHCS, the conflict will be grounds for terminating the Agreement. DHCS may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

D. Contractor acknowledges that state laws on conflict of interest, found in the Political Reform Act, Public Contract Code Section 10365.5, and Government Code Section 1090, apply to this Contract.

4. Freeze Exemptions

(Applicable only to local government agencies.)

A. Contractor agrees that any hiring freeze adopted during the term of this Agreement shall not be applied to the positions funded, in whole or part, by this Agreement.

B. Contractor agrees not to implement any personnel policy, which may adversely affect performance or the positions funded, in whole or part, by this Agreement.

C. Contractor agrees that any travel freeze or travel limitation policy adopted during the term of this Agreement shall not restrict travel funded, in whole or part, by this Agreement.

D. Contractor agrees that any purchasing freeze or purchase limitation policy adopted during the term of this Agreement shall not restrict or limit purchases funded, in whole or part, by this Agreement.

5. Domestic Partners

Pursuant to Public Contract Code 10295.3, no state agency may enter into any contract executed or amended after January 1, 2007, for the acquisition of goods or services in the amount of $100,000 or more with a contractor who, in the provision of benefits, discriminates between employees with spouses and employees with domestic partners, or discriminates between domestic partners and spouses of those employees.

6. Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight~~,~~ -embargo, related-utility, or governmental statutes or regulations super-imposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its Subcontractor, and if such default of its Subcontractor, arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

INFORMATION EXCHANGE AGREEMENT BETWEEN THE SOCIAL SECURITY ADMINISTRATION (SSA) AND THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (STATE AGENCY)

A. PURPOSE: The purpose of this Information Exchange Agreement ("IEA") is to establish terms, conditions, and safeguards under which SSA will disclose to the State Agency certain information, records, or data (herein "data") to assist the State Agency in administering certain federally funded state-administered benefit programs (including state-funded state supplementary payment programs under Title XVI of the Social Security Act) identified in this IEA. By entering into this IEA, the State Agency agrees to comply with:

- the terms and conditions set forth in the Computer Matching and Privacy Protection Act Agreement ("CMPPA Agreement") attached as **Attachment 1**, governing the State Agency's use of the data disclosed from SSA's Privacy Act System of Records; and
- all other terms and conditions set forth in this IEA.

B. PROGRAMS AND DATA EXCHANGE SYSTEMS: (1) The State Agency will use the data received or accessed from SSA under this IEA for the purpose of administering the federally funded, state-administered programs identified in **Table 1** below. In **Table 1**, the State Agency has identified: (a) each federally funded, state-administered program that it administers; and (b) each SSA data exchange system to which the State Agency needs access in order to administer the identified program. The list of SSA's data exchange systems is attached as **Attachment 2**:

TABLE 1

FEDERALLY FUNDED BENEFIT PROGRAMS	
Program	**SSA Data Exchange System(s)**
[X] Medicaid	BENDEX/SDX/EVS/SVES/SOLQ/SVES I-Citizenship /Quarters of Coverage/Prisoner Query
☐ Temporary Assistance to Needy Families (TANF)	
☐ Supplemental Nutrition Assistance Program (SNAP- formally Food Stamps)	
☐ Unemployment Compensation (Federal)	
☐ Unemployment Compensation (State)	
☐ State Child Support Agency	
☐ Low-Income Home Energy Assistance Program (LI-HEAP)	
☐ Workers Compensation	
☐ Vocational Rehabilitation Services	

☐ Foster Care (IV-E)	
☐ State Health Insurance Program (S-CHIP)	
☐ Women, Infants and Children (W.I.C.)	
[X] Medicare Savings Programs (MSP)	LIS File
[X] Medicare 1144 (Outreach)	Medicare 1144 Outreach File
☐ *Other Federally Funded, State-Administered Programs (List Below)*	
Program	SSA Data Exchange System(s)

(2) The State Agency will use each identified data exchange system ***only*** for the purpose of administering the specific program for which access to the data exchange system is provided. SSA data exchange systems are protected by the Privacy Act and federal law prohibits the use of SSA's data for any purpose other than the purpose of administering the specific program for which such data is disclosed. In particular, the State Agency will use: (a) the **tax return data** disclosed by SSA only to determine individual eligibility for, or the amount of, assistance under a state plan pursuant to Section 1137 programs and child support enforcement programs in accordance with 26 U.S.C. § 6103(1)(8); and (b) the **citizenship status data** disclosed by SSA under the Children's Health Insurance Program Reauthorization Act of 2009, Pub. L. 111-3, only for the purpose of determining entitlement to Medicaid and CHIP program for new applicants. The State Agency also acknowledges that SSA's citizenship data may be less than 50 percent current. Applicants for SSNs report their citizenship data at the time they apply for their SSNs; there is no obligation for an individual to report to SSA a change in his or her immigration status until he or she files a claim for benefits.

C. **PROGRAM QUESTIONNAIRE:** Prior to signing this IEA, the State Agency will complete and submit to SSA a program questionnaire for each of the federally funded, state-administered programs checked in **Table 1** above. SSA will not disclose any data under this IEA until it has received and approved the completed program questionnaire for each of the programs identified in **Table 1** above.

D. TRANSFER OF DATA: SSA will transmit the data to the State Agency under this IEA using the data transmission method identified in **Table 2** below:

TABLE 2

TRANSFER OF DATA
☐ Data will be transmitted directly between SSA and the State Agency.
[X] Data will be transmitted directly between SSA and the California Office of Technology (State Transmission/Transfer Component ("STC")) by the File Transfer Management System, a secure mechanism approved by SSA. The STC will serve as the conduit between SSA and the State Agency pursuant to the State STC Agreement.
☐ Data will be transmitted directly between SSA and the Interstate Connection Network ("ICON"). ICON is a wide area telecommunications network connecting state agencies that administer the state unemployment insurance laws. When receiving data through ICON, the State Agency will comply with the "Systems Security Requirements for SSA Web Access to SSA Information Through the ICON," attached as **Attachment 3**.

E. SECURITY PROCEDURES: The State Agency will comply with limitations on use, treatment, and safeguarding of data under the Privacy Act of 1974 (5 U.S.C. 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget guidelines, the Federal Information Security Management Act of 2002 (44 U.S.C. § 3541, et seq.), and related National Institute of Standards and Technology guidelines. In addition, the State Agency will comply with SSA's "Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration," attached as **Attachment 4**. For any tax return data, the State Agency will also comply with the "Tax Information Security Guidelines for Federal, State and Local Agencies," Publication 1075, published by the Secretary of the Treasury and available at the following Internal Revenue Service (IRS) website: http://www.irs.gov/pub/irs-pdf/p1075.pdf. This IRS Publication 1075 is incorporated by reference into this IEA.

F. CONTRACTOR/AGENT RESPONSIBILITIES: The State Agency will restrict access to the data obtained from SSA to only those authorized State employees, contractors, and agents who need such data to perform their official duties in connection with purposes identified in this IEA. At SSA's request, the State Agency will obtain from each of its contractors and agents a current list of the employees of its contractors and agents who have access to SSA data disclosed under this IEA. The State Agency will require its contractors, agents, and all employees of such contractors or agents with authorized access to the SSA data disclosed under this IEA, to comply with the terms and conditions set forth in this IEA, and not to duplicate, disseminate, or disclose such data without obtaining SSA's prior written approval. In addition, the State Agency will comply with the limitations on use, duplication, and redisclosure of SSA data set forth in Section IX. of the CMPPA Agreement, especially with respect to its contractors and agents.

G. SAFEGUARDING AND REPORTING RESPONSIBILITIES FOR PERSONALLY IDENTIFIABLE INFORMATION ("PII"):

1. The State Agency will ensure that its employees, contractors, and agents:
   a. properly safeguard PII furnished by SSA under this IEA from loss, theft or inadvertent disclosure;
   b. understand that they are responsible for safeguarding this information at all times, regardless of whether or not the State employee, contractor, or agent is at his or her regular duty station;
   c. ensure that laptops and other electronic devices/media containing PII are encrypted and/or password protected;
   d. send emails containing PII only if encrypted or if to and from addresses that are secure; and
   e. limit disclosure of the information and details relating to a PII loss only to those with a need to know.

2. If an employee of the State Agency or an employee of the State Agency's contractor or agent becomes aware of suspected or actual loss of PII, he or she must immediately contact the State Agency official responsible for Systems Security designated below or his or her delegate. That State Agency official or delegate must then notify the SSA Regional Office Contact and the SSA Systems Security Contact identified below. If, for any reason, the responsible State Agency official or delegate is unable to notify the SSA Regional Office or the SSA Systems Security Contact within 1 hour, the responsible State Agency official or delegate must call SSA's Network Customer Service Center ("NCSC") at 410-965-7777 or toll free at 1-888-772-6661 to report the actual or suspected loss. The responsible State Agency official or delegate will use the worksheet, attached as **Attachment 5**, to quickly gather and organize information about the incident. The responsible State Agency official or delegate must provide to SSA timely updates as any additional information about the loss of PII becomes available.

3. SSA will make the necessary contact within SSA to file a formal report in accordance with SSA procedures. SSA will notify the Department of Homeland Security's United States Computer Emergency Readiness Team if loss or potential loss of PII related to a data exchange under this IEA occurs.

4. If the State Agency experiences a loss or breach of data, it will determine whether or not to provide notice to individuals whose data has been lost of breached and bear any costs associated with the notice or any mitigation.

H. POINTS OF CONTACT:

FOR SSA

San Francisco Regional Office:

Ellery Brown
Data Exchange Coordinator
Frank Hagel Federal Building
1221 Nevin Avenue
Richmond CA 94801
Phone: (510) 970-8243
Fax: (510) 970-8101
Email: Ellery.Brown@ssa.gov

Data Exchange Issues:

Guy Fortson
Office of Electronic Information Exchange
GD10 East High Rise
6401 Security Boulevard
Baltimore, MD 21235
Phone: (410) 597-1103
Fax: (410) 597-0841
Email: guy.fortson@ssa.gov

Systems Issues:

Pamela Riley
Office of Earnings, Enumeration &
Administrative Systems
DIVES/Data Exchange Branch
6401 Security Boulevard
Baltimore, MD 21235
Phone: (410) 965-7993
Fax: (410) 966-3147
Email: Pamela.Riley@ssa.gov

Systems Security Issues:

Michael G. Johnson
Acting Director
Office of Electronic Information Exchange
Office of Strategic Services
6401 Security Boulevard
Baltimore, MD 21235
Phone: (410) 965-0266
Fax: (410) 966-0527
Email: Michael.G.Johnson@ssa.gov

FOR STATE AGENCY

Agreement Issues:

Manuel Urbina
Chief, Security Unit
Policy Operations Branch
Medi-Cal Eligibility Division
1501 Capitol Avenue, MS 4607
Sacramento, CA 95814
Phone: (916) 650-0160
Email: Manuel.Urbina@dhcs.ca.gov

Technical Issues:

Fei Collier
Chief, Application Support Branch
Information Technology Services Division
1615 Capitol Ave, MS 6100
Sacramento, CA 95814
Phone: (916) 440-7036
Email: Fei.Collier@dhcs.ca.gov

I. DURATION:

The effective date of this IEA is January 1, 2010. This IEA will remain in effect for as long as: (1) a CMPPA Agreement governing this IEA is in effect between SSA and the State or the State Agency; and (2) the State Agency submits a certification in accordance with Section J. below at least 30 days before the expiration and renewal of such CMPPA Agreement.

J. **CERTIFICATION AND PROGRAM CHANGES**: At least 30 days before the expiration and renewal of the State CMPPA Agreement governing this IEA, the State Agency will certify in writing to SSA that: (1) it is in compliance with the terms and conditions of this IEA; (2) the data exchange processes under this IEA have been and will be conducted without change; and (3) it will, upon SSA's request, provide audit reports or other documents that demonstrate review and oversight activities. If there are substantive changes in any of the programs or data exchange processes listed in this IEA, the parties will modify the IEA in accordance with Section K. below and the State Agency will submit for SSA's approval new program questionnaires under Section C. above describing such changes prior to using SSA's data to administer such new or changed program.

K. **MODIFICATION**: Modifications to this IEA must be in writing and agreed to by the parties.

L. **TERMINATION**: The parties may terminate this IEA at any time upon mutual written consent. In addition, either party may unilaterally terminate this IEA upon 90 days advance written notice to the other party. Such unilateral termination will be effective 90 days after the date of the notice, or at a later date specified in the notice.

SSA may immediately and unilaterally suspend the data flow under this IEA, or terminate this IEA, if SSA, in its sole discretion, determines that the State Agency (including its employees, contractors, and agents) has: (1) made an unauthorized use or disclosure of SSA-supplied data; or (2) violated or failed to follow the terms and conditions of this IEA or the CMPPA Agreement.

M. **INTEGRATION**: This IEA, including all attachments, constitutes the entire agreement of the parties with respect to its subject matter. There have been no representations, warranties, or promises made outside of this IEA. This IEA shall take precedence over any other document that may be in conflict with it.

ATTACHMENTS

1 – CMPPA Agreement
2 – SSA Data Exchange Systems
3 – Systems Security Requirements for SSA Web Access to SSA Information Through ICON
4 – Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration
5 – PII Loss Reporting Worksheet

N. **SSA AUTHORIZED SIGNATURE:** The signatory below warrants and represents that he or she has the competent authority on behalf of SSA to enter into the obligations set forth in this IEA.

SOCIAL SECURITY ADMINISTRATION

Michael G. Gallagher
Assistant Deputy Commissioner
for Budget, Finance and Management

5/13/03
Date

O. REGIONAL AND STATE AGENCY SIGNATURES:

SOCIAL SECURITY ADMINISTRATION
REGION IX

Peter D. Spencer
San Francisco Regional Commissioner

10/26/09
Date

THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES

The signatory below warrants and represents that he or she has the competent authority on behalf of the State Agency to enter into the obligations set forth in this IEA.

Toby Douglas
Chief Deputy Director, Health Care Programs

10/11/09
Date

CERTIFICATION OF COMPLIANCE
FOR
THE INFORMATION EXCHANGE AGREEMENT
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION (SSA)
AND
THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (STATE AGENCY)

(State Agency Level)

In accordance with the terms of the Information Exchange Agreement (IEA/F) between SSA and the State Agency, the State Agency, through its authorized representative, hereby certifies that, as of the date of this certification:

1. The State Agency is in compliance with the terms and conditions of the IEA/F.

2. The State Agency has conducted the data exchange processes under the IEA/F without change, except as modified in accordance with the IEA/F.

3. The State Agency will continue to conduct the data exchange processes under the IEA/F without change, except as may be modified in accordance with the IEA/F.

4. Upon SSA's request, the State Agency will provide audit reports or other documents that demonstrate compliance with the review and oversight activities required under the IEA/F and the governing Computer Matching and Privacy Protection Act Agreement.

5. In compliance with the requirements of the "Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration," (last updated April 2014) Attachment 4 to the IEA/F, as periodically updated by SSA, the State Agency has not made any changes in the following areas that could potentially affect the security of SSA data:

   - General System Security Design and Operating Environment
   - System Access Control
   - Automated Audit Trail
   - Monitoring and Anomaly Detection
   - Management Oversight
   - Data and Communications Security
   - Contractors of Electronic Information Exchange Partners

   The State Agency will submit an updated Security Design Plan at least 30 days prior to making any changes to the areas listed above and provide updated contractor employee lists before allowing new employees' access to SSA provided data.

6. The State Agency agrees that use of computer technology to transfer the data is more economical, efficient, and faster than using a manual process. As such, the State Agency will continue to utilize data exchange to obtain data it needs to administer the programs for which it is authorized under the IEA/F. Further, before directing an individual to an SSA field office to obtain data, the State Agency will verify that the information it submitted to SSA via data exchanges is correct, and verify with the individual that the information he/she supplied is accurate. The use of electronic data exchange expedites program administration and limits SSA field office traffic.

The signatory below warrants and represents that he or she is a representative of the State Agency duly authorized to make this certification on behalf of the State Agency.

DEPARTMENT OF HEALTH CARE SERVICES OF CALIFORNIA

Toby Douglas
Director

10/31/14
Date

ATTACHMENT 1

COMPUTER MATCHING AND PRIVACY PROTECTION ACT AGREEMENT

COMPUTER MATCHING AND PRIVACY PROTECTION ACT AGREEMENT BETWEEN THE SOCIAL SECURITY ADMINISTRATION AND THE HEALTH AND HUMAN SERVICES AGENCY OF CALIFORNIA

I. Purpose and Legal Authority

A. Purpose

This Computer Matching and Privacy Protection Act (CMPPA) Agreement between the Social Security Administration (SSA) and the California Health and Human Services Agency (State Agency) sets forth the terms and conditions governing disclosures of records, information, or data (collectively referred to herein as "data") made by SSA to the State Agency that administers federally funded benefit programs, including those under various provisions of the Social Security Act (Act), such as section 1137 (42 U.S.C. § 1320b-7), as well as the state-funded state supplementary payment programs under Title XVI of the Act. The terms and conditions of this Agreement ensure that SSA makes such disclosures of data, and the State Agency uses such disclosed data, in accordance with the requirements of the Privacy Act of 1974, as amended by the CMPPA of 1988, 5 U.S.C. § 552a.

Under section 1137 of the Act, the State Agency is required to use an income and eligibility verification system to administer specified federally funded benefit programs, including the state-funded state supplementary payment programs under Title XVI of the Act. To assist the State Agency in determining entitlement to and eligibility for benefits under those programs, as well as other federally funded benefit programs, SSA discloses certain data about applicants (and in limited circumstances, members of an applicant's household), for state benefits from SSA Privacy Act Systems of Records (SOR) and verifies the Social Security numbers (SSN) of the applicants.

B. Legal Authority

SSA's authority to disclose data and the State Agency's authority to collect, maintain, and use data protected under SSA SORs for specified purposes is:

- Sections 1137, 453, and 1106(b) of the Act (42 U.S.C. §§ 1320b-7, 653, and 1306(b)) (income and eligibility verification data);
- 26 U.S.C. § 6103(l)(7) and (8) (tax return data);
- Section 202(x)(3)(B)(iv) of the Act (42 U.S.C. § 402(x)(3)(B)(iv)) (prisoner data);

- Section 1611(e)(1)(I)(iii) of the Act (42 U.S.C. § 1382(e)(1)(I)(iii) (Supplemental Security Income (SSI));
- Section 205(r)(3) of the Act (42 U.S.C. § 405(r)(3)) and the Intelligence Reform and Terrorism Prevention Act of 2004, Pub. L. 108-458, § 7213(a)(2) (death data);
- Sections 402, 412, 421, and 435 of Pub. L. 104-193 (8 U.S.C. §§ 1612, 1622, 1631, and 1645) (quarters of coverage data);
- Children's Health Insurance Program Reauthorization Act of 2009 (CHIPRA), Pub. L. 111-3 (citizenship data); and
- Routine use exception to the Privacy Act, 5 U.S.C. § 552a(b)(3) (data necessary to administer other programs compatible with SSA programs).

This Agreement further carries out section 1106(a) of the Act (42 U.S.C. § 1306), the regulations promulgated pursuant to that section (20 C.F.R. Part 401), the Privacy Act of 1974 (5 U.S.C. § 552a), as amended by the CMPPA, related Office of Management and Budget (OMB) guidelines, the Federal Information Security Management Act of 2002 (FISMA) (44 U.S.C. § 3541, et seq.), and related National Institute of Standards and Technology (NIST) guidelines, which provide the requirements that the State Agency must follow with regard to use, treatment, and safeguarding of data.

II. Scope

A. The State Agency will comply with the terms and conditions of this Agreement and the Privacy Act, as amended by the CMPPA.

B. The State Agency will execute one or more Information Exchange Agreements (IEA) with SSA, documenting additional terms and conditions applicable to those specific data exchanges, including the particular benefit programs administered by the State Agency, the data elements that will be disclosed, and the data protection requirements implemented to assist the State Agency in the administration of those programs.

C. The State Agency will use the SSA data governed by this Agreement to determine entitlement and eligibility of individuals for one or more of the following programs:

1. Temporary Assistance to Needy Families (TANF) program under Part A of Title IV of the Act;
2. Medicaid provided under an approved State plan or an approved waiver under Title XIX of the Act;
3. State Children's Health Insurance Program (CHIP) under Title XXI of the Act, as amended by the Children's Health Insurance Program Reauthorization Act of 2009;

4. Supplemental Nutritional Assistance Program (SNAP) under the Food Stamp Act of 1977 (7 U.S.C. § 2011, et seq.);
5. Women, Infants and Children Program (WIC) under the Child Nutrition Act of 1966 (42 U.S.C. § 1771, et seq.);
6. Medicare Savings Programs (MSP) under 42 U.S.C. § 1396a(10)(E);
7. Unemployment Compensation programs provided under a state law described in section 3304 of the Internal Revenue Code of 1954;
8. Low Income Heating and Energy Assistance (LIHEAP or home energy grants) program under 42 U.S.C. § 8621;
9. State-administered supplementary payments of the type described in section 1616(a) of the Act;
10. Programs under a plan approved under Titles I, X, XIV, or XVI of the Act;
11. Foster Care and Adoption Assistance under Title IV of the Act;
12. Child Support Enforcement programs under section 453 of the Act (42 U.S.C. § 653);
13. Other applicable federally funded programs administered by the State Agency under Titles I, IV, X, XIV, XVI, XVIII, XIX, XX, and XXI of the Act; and
14. Any other federally funded programs administered by the State Agency that are compatible with SSA's programs.

D. The State Agency will ensure that SSA data disclosed for the specific purpose of administering a particular federally funded benefit program is used only to administer that program.

III. Justification and Expected Results

A. Justification

This Agreement and related data exchanges with the State Agency are necessary for SSA to assist the State Agency in its administration of federally funded benefit programs by providing the data required to accurately determine entitlement and eligibility of individuals for benefits provided under these programs. SSA uses computer technology to transfer the data because it is more economical, efficient, and faster than using manual processes.

B. Expected Results

The State Agency will use the data provided by SSA to improve public service and program efficiency and integrity. The use of SSA data expedites the application process and ensures that benefits are awarded only to applicants that satisfy the State Agency's program criteria. A cost-benefit analysis for the exchange made under this Agreement is not required in accordance with the determination by the SSA Data Integrity Board (DIB) to waive such analysis pursuant to 5 U.S.C. § 552a(u)(4)(B).

IV. Record Description

A. Systems of Records

SSA SORs used for purposes of the subject data exchanges include:

- 60-0058 -- Master Files of SSN Holders and SSN Applications;
- 60-0059 -- Earnings Recording and Self-Employment Income System;
- 60-0090 -- Master Beneficiary Record;
- 60-0103 -- Supplemental Security Income Record (SSR) and Special Veterans Benefits (SVB);
- 60-0269 -- Prisoner Update Processing System (PUPS); and
- 60-0321 -- Medicare Part D and Part D Subsidy File.

The State Agency will only use the tax return data contained in **SOR 60-0059** (Earnings Recording and Self-Employment Income System) in accordance with 26 U.S.C. § 6103.

B. Data Elements

Data elements disclosed in computer matching governed by this Agreement are Personally Identifiable Information (PII) from specified SSA SORs, including names, SSNs, addresses, amounts, and other information related to SSA benefits and earnings information. Specific listings of data elements are available at:

http://www.ssa.gov/dataexchange/

C. Number of Records Involved

The number of records for each program covered under this Agreement is equal to the number of Title II, Title XVI, or Title XVIII recipients resident in the State as recorded in SSA's Annual Statistical Supplement found on the Internet at:

http://www.ssa.gov/policy/docs/statcomps/

This number will fluctuate during the term of this Agreement, corresponding to the number of Title II, Title XVI, and Title XVIII recipients added to, or deleted from, SSA databases.

V. Notice and Opportunity to Contest Procedures

A. Notice to Applicants

The State Agency will notify all individuals who apply for federally funded, state-administered benefits under the Act that any data they provide are subject to verification through computer matching with SSA. The State Agency and SSA

will provide such notice through appropriate language printed on application forms or separate handouts.

B. Notice to Beneficiaries/Recipients/Annuitants

The State Agency will provide notice to beneficiaries, recipients, and annuitants under the programs covered by this Agreement informing them of ongoing computer matching with SSA. SSA will provide such notice through publication in the Federal Register and periodic mailings to all beneficiaries, recipients, and annuitants describing SSA's matching activities.

C. Opportunity to Contest

The State Agency will not terminate, suspend, reduce, deny, or take other adverse action against an applicant for or recipient of federally funded, state-administered benefits based on data disclosed by SSA from its SORs until the individual is notified in writing of the potential adverse action and provided an opportunity to contest the planned action. "Adverse action" means any action that results in a termination, suspension, reduction, or final denial of eligibility, payment, or benefit. Such notices will:

1. Inform the individual of the match findings and the opportunity to contest these findings;

2. Give the individual until the expiration of any time period established for the relevant program by a statute or regulation for the individual to respond to the notice. If no such time period is established by a statute or regulation for the program, a 30-day period will be provided. The time period begins on the date on which notice is mailed or otherwise provided to the individual to respond; and

3. Clearly state that, unless the individual responds to the notice in the required time period, the State Agency will conclude that the SSA data are correct and will effectuate the threatened action or otherwise make the necessary adjustment to the individual's benefit or entitlement.

VI. Records Accuracy Assessment and Verification Procedures

Pursuant to 5 U.S.C. § 552a(p)(1)(A)(ii), SSA's DIB has determined that the State Agency may use SSA's benefit data without independent verification. SSA has independently assessed the accuracy of its benefits data to be more than 99 percent accurate when the benefit record is created.

Prisoner and death data, some of which is not independently verified by SSA, does not have the same degree of accuracy as SSA's benefit data. Therefore, the State

Agency must independently verify these data through applicable State verification procedures and the notice and opportunity to contest procedures specified in Section V of this Agreement before taking any adverse action against any individual.

Based on SSA's Office of Quality Performance "FY 2009 Enumeration Quality Review Report #2—The 'Numident' (January 2011)," the SSA Enumeration System database (the Master Files of SSN Holders and SSN Applications System) used for SSN matching is 98 percent accurate for records updated by SSA employees.

Individuals applying for SSNs report their citizenship status at the time they apply for their SSNs. There is no obligation for an individual to report to SSA a change in his or her immigration status until he or she files for a Social Security benefit. The State Agency must independently verify citizenship data through applicable State verification procedures and the notice and opportunity to contest procedures specified in Section V of this Agreement before taking any adverse action against any individual.

VII. Disposition and Records Retention of Matched Items

A. The State Agency will retain all data received from SSA to administer programs governed by this Agreement only for the required processing times for the applicable federally funded benefit programs and will then destroy all such data.

B. The State Agency may retain SSA data in hardcopy to meet evidentiary requirements, provided that they retire such data in accordance with applicable state laws governing the State Agency's retention of records.

C. The State Agency may use any accretions, deletions, or changes to the SSA data governed by this Agreement to update their master files of federally funded, state-administered benefit program applicants and recipients and retain such master files in accordance with applicable state laws governing the State Agency's retention of records.

D. The State Agency may not create separate files or records comprised solely of the data provided by SSA to administer programs governed by this Agreement.

E. SSA will delete electronic data input files received from the State Agency after it processes the applicable match. SSA will retire its data in accordance with the Federal Records Retention Schedule (44 U.S.C. § 3303a).

VIII. Security Procedures

The State Agency will comply with the security and safeguarding requirements of the Privacy Act, as amended by the CMPPA, related OMB guidelines, FISMA, related

NIST guidelines, and the current revision of Internal Revenue Service (IRS) Publication 1075, *Tax Information Security Guidelines for Federal, State and Local Agencies*, available at http://www.irs.gov. In addition, the State Agency will have in place administrative, technical, and physical safeguards for the matched data and results of such matches. Additional administrative, technical, and physical security requirements governing all data SSA provides electronically to the State Agency, including specific guidance on safeguarding and reporting responsibilities for PII, are set forth in the IEAs.

IX. Records Usage, Duplication, and Redisclosure Restrictions

A. The State Agency will use and access SSA data and the records created using that data only for the purpose of verifying eligibility for the specific federally funded benefit programs identified in the IEA.

B. The State Agency will comply with the following limitations on use, duplication, and redisclosure of SSA data:

1. The State Agency will not use or redisclose the data disclosed by SSA for any purpose other than to determine eligibility for, or the amount of, benefits under the state-administered income/health maintenance programs identified in this Agreement.

2. The State Agency will not extract information concerning individuals who are neither applicants for, nor recipients of, benefits under the state-administered income/health maintenance programs identified in this Agreement. In limited circumstances that are approved by SSA, the State Agency may extract information about an individual other than the applicant/recipient when the applicant/recipient has provided identifying information about the individual and the individual's income or resources affect the applicant's/recipient's eligibility for such program.

3. The State Agency will not disclose to an applicant/recipient information about another individual (i.e., an applicant's household member) without the written consent from the individual to whom the information pertains.

4. The State Agency will use the Federal tax information (FTI) disclosed by SSA only to determine individual eligibility for, or the amount of, assistance under a state plan pursuant to section 1137 programs and child support enforcement programs in accordance with 26 U.S.C. § 6103(l)(7) and (8). The State Agency receiving FTI will maintain all FTI from IRS in accordance with 26 U.S.C. § 6103(p)(4) and the IRS Publication 1075. Contractors and agents acting on behalf of the State Agency will only have access to tax return data where specifically authorized by 26 U.S.C. § 6103 and the current revision IRS Publication 1075.

5. The State Agency will use the citizenship status data disclosed by SSA under CHIPRA, Pub. L. 111-3, only for the purpose of determining entitlement to Medicaid and CHIP programs for new applicants.

6. The State Agency will restrict access to the data disclosed by SSA to only those authorized State employees, contractors, and agents who need such data to perform their official duties in connection with the purposes identified in this Agreement.

7. The State Agency will enter into a written agreement with each of its contractors and agents who need SSA data to perform their official duties whereby such contractor or agent agrees to abide by all relevant Federal laws, restrictions on access, use, and disclosure, and security requirements in this Agreement. The State Agency will provide its contractors and agents with copies of this Agreement, related IEAs, and all related attachments before initial disclosure of SSA data to such contractors and agents. Prior to signing this Agreement, and thereafter at SSA's request, the State Agency will obtain from its contractors and agents a current list of the employees of such contractors and agents with access to SSA data and provide such lists to SSA.

8. The State Agency's employees, contractors, and agents who access, use, or disclose SSA data in a manner or purpose not authorized by this Agreement may be subject to civil and criminal sanctions pursuant to applicable Federal statutes.

9. The State Agency will conduct triennial compliance reviews of its contractor(s) and agent(s) no later than three years after the initial approval of the security certification to SSA. The State Agency will share documentation of its recurring compliance reviews with its contractor(s) and agent(s) with SSA. The State Agency will provide documentation to SSA during its scheduled compliance and certification reviews or upon request.

C. The State Agency will not duplicate in a separate file or disseminate, without prior written permission from SSA, the data governed by this Agreement for any purpose other than to determine entitlement to, or eligibility for, federally funded benefits. The State Agency proposing the redisclosure must specify in writing to SSA what data are being disclosed, to whom, and the reasons that justify the redisclosure. SSA will not give permission for such redisclosure unless the redisclosure is required by law or essential to the conduct of the matching program and authorized under a routine use. To the extent SSA approves the requested redisclosure, the State Agency will ensure that any entity receiving the redisclosed data will comply with the procedures and limitations on use, duplication, and redisclosure of SSA data, as well as all administrative, technical, and physical security requirements governing all data SSA provides electronically to the State Agency including specific guidance on safeguarding and reporting

responsibilities for PII, as set forth in this Agreement and the accompanying IEAs.

X. Comptroller General Access

The Comptroller General (the Government Accountability Office) may have access to all records of the State Agency that the Comptroller General deems necessary to monitor and verify compliance with this Agreement in accordance with 5 U.S.C. § 552a(o)(l)(K).

XI. Duration, Modification, and Termination of the Agreement

A. Duration

1. This Agreement is effective from January 1, 2015 (Effective Date) through June 30, 2016 (Expiration Date).

2. In accordance with the CMPPA, SSA will: (a) publish a Computer Matching Notice in the Federal Register at least 30 days prior to the Effective Date; (b) send required notices to the Congressional committees of jurisdiction under 5 U.S.C. § 552a(o)(2)(A)(i) at least 40 days prior to the Effective Date; and (c) send the required report to OMB at least 40 days prior to the Effective Date.

3. Within 3 months prior the Expiration Date, the SSA DIB may, without additional review, renew this Agreement for a period not to exceed 12 months, pursuant to 5 U.S.C. § 552a(o)(2)(D), if:

   - the applicable data exchange will continue without any change; and
   - SSA and the State Agency certify to the DIB in writing that the applicable data exchange has been conducted in compliance with this Agreement.

4. If either SSA or the State Agency does not wish to renew this Agreement, it must notify the other party of its intent not to renew at least 3 months prior to the Expiration Date.

B. Modification

Any modification to this Agreement must be in writing, signed by both parties, and approved by the SSA DIB.

C. Termination

The parties may terminate this Agreement at any time upon mutual written consent of both parties. Either party may unilaterally terminate this Agreement upon 90 days advance written notice to the other party; such unilateral termination will be effective 90 days after the date of the notice, or at a later date specified in the notice.

SSA may immediately and unilaterally suspend the data flow or terminate this Agreement if SSA determines, in its sole discretion, that the State Agency has violated or failed to comply with this Agreement.

XII. Reimbursement

In accordance with section 1106(b) of the Act, the Commissioner of SSA has determined not to charge the State Agency the costs of furnishing the electronic data from the SSA SORs under this Agreement.

XIII. Disclaimer

SSA is not liable for any damages or loss resulting from errors in the data provided to the State Agency under any IEAs governed by this Agreement. Furthermore, SSA is not liable for any damages or loss resulting from the destruction of any materials or data provided by the State Agency.

XIV. Points of Contact

A. SSA Point of Contact

Regional Office

Dolores Dunnachie, Director
San Francisco Regional Office, Center for Programs Support
1221 Nevin Avenue
Richmond CA 94801
Phone: (510) 970-8444 Fax: (510) 970-8101
Dolores.Dunnachie@ssa.gov

B. State Agency Point of Contact

Sonia Herrera
California Health and Human Services Agency
1600 Ninth Street
Sacramento, CA 95814
Phone: (916) 654-3459 Fax: 916-440-5001
Sonia.Herrera@chhs.ca.gov

XV. SSA and Data Integrity Board Approval of Model CMPPA Agreement

The signatories below warrant and represent that they have the competent authority on behalf of SSA to approve the model of this CMPPA Agreement.

SOCIAL SECURITY ADMINISTRATION

Dawn S. Wiggins
Deputy Executive Director
Office of Privacy and Disclosure
Office of the General Counsel

6-12-14
Date

I certify that the SSA Data Integrity Board approved the model of this CMPPA Agreement.

Kirsten J. Moncada
Chair
SSA Data Integrity Board

7-2-14
Date

XVI. Authorized Signatures

The signatories below warrant and represent that they have the competent authority on behalf of their respective agency to enter into the obligations set forth in this Agreement.

SOCIAL SECURITY ADMINISTRATION

Grace M. Kim
Regional Commissioner
San Francisco

11/6/14
Date

HEALTH AND HUMAN SERVICES AGENCY

Diana S. Dooley
Secretary

October 29, 2014
Date

ATTACHMENT 2

AUTHORIZED DATA EXCHANGE SYSTEM(S)

Attachment 2

Authorized Data Exchange System(s)

BEER (Beneficiary Earnings Exchange Record): Employer data for the last calendar year.

BENDEX (Beneficiary and Earnings Data Exchange): Primary source for Title II eligibility, benefit and demographic data.

LIS (Low-Income Subsidy): Data from the Low-Income Subsidy Application for Medicare Part D beneficiaries -- used for Medicare Savings Programs (MSP).

Medicare 1144 (Outreach): Lists of individuals on SSA roles, who may be eligible for medical assistance for: payment of the cost of Medicare cost-sharing under the Medicaid program pursuant to Sections 1902(a)(10)(E) and 1933 of the Act; transitional assistance under Section 1860D-31(f) of the Act; or premiums and cost-sharing subsidies for low-income individuals under Section 1860D-14 of the Act.

PUPS (Prisoner Update Processing System): Confinement data received from over 2000 state and local institutions (such as jails, prisons, or other penal institutions or correctional facilities) -- PUPS matches the received data with the MBR and SSR benefit data and generates alerts for review/action.

QUARTERS OF COVERAGE (QC): Quarters of Coverage data as assigned and described under Title II of the Act -- The term "quarters of coverage" is also referred to as "credits" or “Social Security credits” in various SSA public information documents, as well as to refer to "qualifying quarters" to determine entitlement to receive Food Stamps.

SDX (SSI State Data Exchange): Primary source of Title XVI eligibility, benefit and demographic data as well as data for Title VIII Special Veterans Benefits (SVB).

SOLQ/SOLQ-I (State On-line Query/State On-line Query-Internet): A real-time online system that provides SSN verification and MBR and SSR benefit data similar to data provided through SVES.

Attachment 2

SVES (State Verification and Exchange System): A batch system that provides SSN verification, MBR benefit information, and SSR information through a uniform data response based on authorized user-initiated queries. The SVES types are divided into five different responses as follows:

SVES I:	This batch provides strictly SSN verification.
SVES I/Citizenship*	This batch provides strictly SSN verification and citizenship data.
SVES II:	This batch provides strictly SSN verification and MBR benefit information
SVES III:	This batch provides strictly SSN verification and SSR/SVB.
SVES IV:	This batch provides SSN verification, MBR benefit information, and SSR/SVB information, which represents all available SVES data.

** Citizenship status data disclosed by SSA under the Children's Health Insurance Program Reauthorization Act of 2009, Pub. L. 111-3 is only for the purpose of determining entitlement to Medicaid and CHIP program for new applicants.*

ATTACHMENT 3 OMITTED

SENSITIVE DOCUMENT

ATTACHMENT 4

ELECTRONIC INFORMATION EXCHANGE SECURITY REQUIREMENTS AND PROCEDURES

This document is SENSITIVE and should not be released to the public without prior authorization from DHCS.

ELECTRONIC INFORMATION EXCHANGE SECURITY REQUIREMENTS AND PROCEDURES FOR STATE AND LOCAL AGENCIES EXCHANGING ELECTRONIC INFORMATION WITH THE SOCIAL SECURITY ADMINISTRATION

SENSITIVE DOCUMENT

VERSION 6.0.2
April 2014

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RECEIVING ELECTRONIC INFORMATION FROM THE SOCIAL SECURITY ADMINISTRATION

1. Introduction

The law requires the Social Security Administration (SSA) to maintain oversight and assure the protection of information it provides to its *Electronic Information Exchange Partners* (EIEP). EIEPs are entities that have information exchange agreements with SSA.

The overall aim of this document is twofold. First, to ensure that SSA can properly certify EIEPs as compliant by the SSA security requirements, standards, and procedures expressed in this document before we grant access to SSA information in a production environment. Second, to ensure that EIEPs continue to adequately safeguard electronic information provided to them by SSA.

This document (which SSA considers SENSITIVE[1] and should only be shared with those who need it to ensure SSA-provided information is safeguarded), describes the security requirements, standards, and procedures EIEPs must meet and implement to obtain information from SSA electronically. This document helps EIEPs understand criteria that SSA uses when evaluating and certifying the system design and security features used for electronic access to SSA-provided information.

The addition, elimination, and modification of security control factors determine which level of security and due diligence SSA requires for the EIEP to mitigate risks. The emergence of new threats, attack methods, and the availability of new technology warrants frequent reviews and revisions to our System Security Requirements (SSR). Consequently, EIEPs should expect SSA's System Security Requirements to evolve in concert with the industry.

EIEPs must comply with SSA's most current SSRs to gain access to SSA-provided data. SSA will work with its partners to resolve deficiencies that occur subsequent to, and after, approval for access if updates to our security requirements cause an agency to be uncompliant. EIEPs may proactively ensure their ongoing compliance with the SSRs by periodically requesting the most current SSR package from their SSA contact. Making periodic adjustments is often necessary.

2. Electronic Information Exchange Definition

For discussion purposes herein, Electronic Information Exchange (EIE) is any electronic process in which SSA discloses information under its control to any third party for any purpose, without the specific consent of the subject individual or agent acting on his or her behalf. EIE involves individual data transactions and data files processed within the systems of parties to electronic information sharing agreements with SSA. These processes include direct terminal access or DTA to SSA systems, batch processing, and variations thereof (e.g., online query) regardless of the systematic method used to accomplish the activity or to interconnect SSA with the EIEP.

[1] Sensitive data - "any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. Section 552a (The Privacy Act), but that has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept classified in the interest of national defense or foreign policy but is to be protected in accordance with the requirements of the Computer Security Act of 1987 (P.L.100-235)."

3. Roles and Responsibilities

The SSA ***Office of Information Security (OIS)*** has agency-wide responsibility for interpreting, developing, and implementing security policy; providing security and integrity review requirements for all major SSA systems; managing SSA's fraud monitoring and reporting activities; developing and disseminating security training and awareness materials; and providing consultation and support for a variety of agency initiatives. SSA's security reviews ensure that external systems receiving information from SSA are secure and operate in a manner consistent with SSA's Information Technology (IT) security policies and in compliance with the terms of electronic information sharing agreements executed by SSA with outside entities. Within the context of SSA's security policies and the terms of electronic information sharing agreements with SSA's EIEPs, OIS exclusively conducts and brings to closure initial security certifications and periodic security compliance reviews of EIEPs that process, maintain, transmit, or store SSA-provided information in accordance with pertinent Federal requirements which include the following (see also ***Regulatory References***):

a. The **Federal Information Security Management Act (FISMA)** requires the protection of "Federal information in contractor systems, including those systems operated by state and local governments."

b. The Social Security Administration requires EIEPs to adhere to the policies, standards, procedures, and directives published in this Systems Security Requirements (SSR) document.

   Personally Identifiable Information (PII), covered under several Federal laws and statutes, is information about an individual including, but not limited to, personal identifying information including the Social Security Number (SSN).

   The data (last 4 digits of the SSN) that SSA provides to its EIEPs for purposes of the Help America Vote Act (HAVA) does not identify a specific individual; therefore, is not "PII" as defined by the Act.

   However, SSA is diligent in discharging its responsibility for establishing *appropriate* administrative, technical, and physical safeguards to ensure the security, confidentiality, and availability of its records and to protect against any anticipated threats or hazards to their security or integrity.

   NOTE: Disclosure of Federal Tax Information (FTI) is limited to certain Federal agencies and state programs supported by federal statutes under Sections 1137, 453, and 1106 of the Social Security Act. For information regarding safeguards for protecting FTI, consult IRS Publication 1075, **Tax Information Security Guidelines for Federal, State, and Local Agencies.**

   The SSA Regional ***Data Exchange Coordinators*** (DECs) serve as a bridge between SSA and state EIEPs. In the security arena, DECs assist OIS in coordinating data exchange security review activities with state and local EIEPs; e.g., they provide points of contact with state agencies, assist in setting up security reviews, etc. DECs are also the first points of contact for states if an employee of a state agency or an employee of a state agency's contractor or

agent becomes aware of a suspected or actual loss of SSA-provided Personally Identifiable Information (PII).

4. General Systems Security Standards

EIEPs that request and receive information electronically from SSA must comply with the following general systems security standards concerning access to and control of SSA-provided information.

NOTE: EIEPs may not create separate files or records comprised solely of the information provided by SSA.

a. EIEPs must ensure that means, methods, and technology used to process, maintain, transmit, or store SSA-provided information neither prevents nor impedes the EIEP's ability to

- safeguard the information in conformance with SSA requirements,
- efficiently investigate fraud, data breaches, or security events that involve SSA-provided information, or
- detect instances of misuse or abuse of SSA-provided information

For example, utilization of cloud computing may have the potential to jeopardize an EIEP's compliance with the terms of their agreement or SSA's associated system security requirements and procedures.

b. EIEPs must use the electronic connection established between the EIEP and SSA only in support of the current agreement(s) between the EIEP and SSA.

c. EIEPs must use the software and/or devices provided to the EIEP only in support of the current agreement(s) between the EIEP and SSA.

d. SSA prohibits modifying any software or devices provided to the EIEPs by SSA.

e. EIEPs must ensure that SSA-provided information is not processed, maintained, transmitted, or stored in or by means of data communications channels, electronic devices, computers, or computer networks located in geographic or virtual areas not subject to U.S. law.

f. EIEPs must restrict access to the information to authorized users who need it to perform their official duties.

NOTE: Contractors and agents (hereafter referred to as contractors) of the EIEP who process, maintain, transmit, or store SSA-provided information are held to the same security requirements as employees of the EIEP. Refer to the section Contractors of Electronic Information Exchange Partners in the Systems Security Requirements for additional information.

g. EIEPs must store information received from SSA in a manner that, at all times, is physically and electronically secure from access by unauthorized persons.

h. The EIEP must process SSA-provided information under the immediate supervision and control of authorized personnel.

i. EIEPs must employ both physical and technological safeguards to prevent unauthorized retrieval of SSA-provided information via computer, remote terminal, or other means.

j. EIEPs must have formal PII incident response procedures. When faced with a security incident caused by malware, unauthorized access, software issues, or acts of nature, the EIEP must be able to respond in a manner that protects SSA-provided information affected by the incident.

k. EIEPs must have an active and robust employee security awareness program, which is mandatory for all employees who access SSA-provided information.

l. EIEPs must advise employees with access to SSA-provided information of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in the applicable Federal and state laws.

m. At its discretion, SSA or its designee must have the option to conduct onsite security reviews or make other provisions to ensure that EIEPs maintain adequate security controls to safeguard the information we provide.

5. Systems Security Requirements

5.1 Overview

SSA must certify that the EIEP has implemented controls that meet the requirements and work as intended, before we will authorize initiating transactions to and from SSA through batch data exchange processes or online processes such as State Online Query (SOLQ) or Internet SOLQ (SOLQ-I).

The Technical Systems Security Requirements (TSSRs) address management, operational, and technical aspects of security safeguards to ensure only the authorized disclosure and use of SSA-provided information by SSA's EIEPs.

SSA recommends that the EIEP develop and publish a comprehensive Systems Security Policy document that specifically addresses:

- the classification of information processed and stored within the network,
- administrative controls to protect the information stored and processed within the network,
- access to the various systems and subsystems within the network,
- Security Awareness Training,
- Employee Sanctions Policy,

- Incident Response Policy, and
- the disposal of protected information and sensitive documents derived from the system or subsystems on the network.

SSA's systems security requirements represent the current state-of-the-practice security controls, safeguards, and countermeasures required for Federal information systems by Federal regulations, statutes, standards, and guidelines. Additionally, SSA's systems security requirements also include organizationally defined interpretations, policies, and procedures mandated by the authority of the Commissioner of Social Security in areas when or where other cited authorities may be silent or non-specific.

5.2 General System Security Design and Operating Environment

EIEPs must provide descriptions and explanations of their overall system design, configuration, security features, and operational environment and include explanations of how they conform to SSA's requirements. Explanations must include the following:

- Descriptions of the operating environment(s) in which the EIEP will utilize, maintain, and transmit SSA-provided information
- Descriptions of the business process(es) in which the EIEP will use SSA-provided information
- Descriptions of the physical safeguards employed to ensure that unauthorized personnel cannot access SSA-provided information and details of how the EIEP keeps audit information pertaining to the use and access to SSA-provided information and associated applications readily available
- Descriptions of electronic safeguards, methods, and procedures for protecting the EIEP's network infrastructure and for protecting SSA-provided information while in transit, in use within a process or application, and at rest (stored or not in use)
- Descriptions of how the EIEP prevents unauthorized retrieval of SSA-provided information by computer, remote terminal, or other means, including descriptions of security software other than access control software (e.g., security patch and anti-malware software installation and maintenance, etc.)
- Descriptions of how the configurations of devices (e.g., servers, workstations, and portable devices) involving SSA-provided information comply with recognized industry standards and SSA's system security requirements
- Description of how the EIEP implements adequate security controls (e.g., passwords enforcing sufficient construction strength to defeat or minimize risk-based identified vulnerabilities)

5.3 System Access Control

EIEPs must utilize and maintain technological (logical) access controls that limit access to SSA-provided information and associated transactions and functions to only those users, processes acting on behalf of authorized users, or devices (including other information systems) authorized for such access based on their official duties or purpose(s). EIEPs must employ a recognized user access security software package (e.g. RAC-F, ACF-2, TOP SECRET) or a security software design which is equivalent to such products. The access control software must utilize personal identification numbers (PIN) and passwords or Biometric identifiers in combination with the user's system identification code (userID). The access control software must employ and enforce (1) PIN/password, and/or (2) PIN/biometric identifier, and/or (3) SmartCard/biometric identifier, etc., for authenticating users).

Depending on the computing platform (e.g., client/server (PC), mainframe) and the access software implementation, the terms "PIN" and "user system identification code (userID)" may be, for practical purposes, synonymous. For example, the PIN/password combination may be required for access to an individual's PC after which, the userID/password combination may be required for access to a mainframe application. A biometric identifier may supplant one element in the pair of those combinations. **SSA strongly recommends Two-Factor Authentication.**

The EIEP's implementation of the control software must comply with recognized industry standards. Password policies should enforce sufficient construction strength (length and complexity) to defeat or minimize risk-based identified vulnerabilities and ensure limitations for password repetition. Technical controls should enforce periodic password changes based on a risk-based standard (e.g., maximum password age of 90 days, minimum password age of 3 – 7 days) and enforce automatic disabling of user accounts that have been inactive for a specified period of time (e.g., 90 days).

The EIEP's password policies must also require more stringent password construction (e.g., passwords greater than eight characters in length requiring upper and lower case letters, numbers, and special characters; password phrases) for the user accounts of persons, processes, or devices whose functions require access privileges in excess of those of ordinary users.

EIEPs must have management control and oversight of the function of authorizing individual user access to SSA-provided information and to oversee the process of issuing and managing access control PINs, passwords, biometric identifiers, etc. for access to the EIEP's system.

The EIEP's systems access rules must cover least privilege and individual accountability. The EIEP's rules should include procedures for access to sensitive information and transactions and functions related to it. Procedures should include control of transactions by permissions module, the assignment and limitation of system privileges, disabling accounts of separated employees (e.g., within 24 hours), individual accountability, work at home, dial-up access, and connecting to the Internet.

5.4 Automated Audit Trail

SSA requires EIEPs to implement and maintain a fully automated audit trail system (ATS). The system must be capable of creating, storing, protecting, and efficiently retrieving and collecting records identifying the individual user who initiates a request for information from SSA or accesses SSA-provided information. At a minimum, individual audit trail records must contain the data needed (including date and time stamps) to associate each query transaction or access to SSA-provided information with its initiator, their action, if any, and the relevant business purpose/process (e.g., SSN verification for Medicaid). Each entry in the audit file must be stored as a separate record, not overlaid by subsequent records. The Audit Trail System must create transaction files to capture all input from interactive internet applications which access or query SSA-provided information.

If a State Transmission Component (STC) handles and audits the EIEP's transactions with SSA, the EIEP is responsible for ensuring that the STC's audit capabilities meet SSA's requirements for an automated audit trail system. The EIEP must also establish a process to obtain specific audit information from the STC regarding the EIEP's SSA transactions.

Access to the audit file must be restricted to authorized users with a "need to know." Audit file data must be unalterable (read-only) and maintained for a minimum of three (preferably seven) years. Information in the audit file must be retrievable by an automated method. EIEPs must have the capability to make audit file information available to SSA upon request. EIEPs must back-up audit trail records on a regular basis to ensure their availability. EIEPs must apply the same level of protection to backup audit files that apply to the original files.

If the EIEP retains SSA-provided information in a database (e.g., Access database, SharePoint, etc.), or if certain data elements within the EIEP's system indicate to users that SSA verified the information, the EIEP's system must also capture an audit trail record of users who viewed SSA-provided information stored within the EIEP's system. The retrieval requirements for SSA-provided information at rest and the retrieval requirements for regular transactions are identical.

5.5 Personally Identifiable Information (PII)

PII is any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. An item such as date and place of birth, mother's maiden name, or father's surname is PII, regardless of whether combined with other data.

SSA defines ***a PII loss*** as a circumstance when SSA has reason to believe that information on hard copy or in electronic format, which contains PII provided by SSA, left the EIEP's custody or the EIEP disclosed it to an unauthorized individual or entity. PII loss is a reportable incident (refer to ***Incident Reporting***).

If a PII loss involving SSA-provided information occurs or is suspected, the EIEP must be able to quantify the extent of the loss and compile a complete list of the individuals potentially affected by the incident (refer to ***Incident Reporting***).

5.6 Monitoring and Anomaly Detection

SSA recommends that EIEPs use an Intrusion Protection System (IPS) or an Intrusion Detection System (IDS). The EIEP must establish and/or maintain continuous monitoring of its network infrastructure and assets to ensure the following:

- The EIEP's security controls continue to be effective over time
- Only authorized individuals, devices, and processes have access to SSA-provided information
- The EIEP detects efforts by external and internal entities, devices, or processes to perform unauthorized actions (i.e., data breaches, malicious attacks, access to network assets, software/hardware installations, etc.) as soon as they occur
- The necessary parties are immediately alerted to unauthorized actions performed by external and internal entities, devices, or processes
- Upon detection of unauthorized actions, measures are immediately initiated to prevent or mitigate associated risk
- In the event of a data breach or security incident, the EIEP can efficiently determine and initiate necessary remedial actions
- The trends, patterns, or anomalous occurrences and behavior in user or network activity that may be indicative of potential security issues are readily discernible

The EIEP's system must include the capability to prevent employees from unauthorized browsing of SSA records. SSA strongly recommends the use of a transaction-driven **permission module design**, whereby employees are unable to initiate transactions not associated with the normal business process. If the EIEP uses such a design, they then need anomaly detection to detect and monitor employee's unauthorized attempts to gain access to SSA-provided information and attempts to obtain information from SSA for clients not in the EIEP's client system. The EIEP should employ measures to ensure the permission module's integrity. Users should not be able to create a bogus case and subsequently delete it in such a way that it goes undetected.

If the EIEP's design does not ***currently*** use a permission module ***and*** is not transaction-driven, until at least one of these security features exists, the EIEP must develop and implement **compensating security controls** to deter employees from browsing SSA records. These controls must include monitoring and anomaly detection features, either systematic, manual, or a combination thereof. Such features must include the capability to detect anomalies in the volume and/or type of transactions or queries requested or initiated by individuals and include systematic or manual procedures for verifying that requests and queries of SSA-provided information comply with valid official business purposes. The system must also produce reports that allow management and/or supervisors to monitor user activity, such as the following:

- **User ID Exception Reports:**

  This type of report captures information about users who enter incorrect user IDs when attempting to gain access to the system or to the transaction that initiates requests for information from SSA, including failed attempts to enter a password.

- **Inquiry Match Exception Reports:**

  This type of report captures information about users who may be initiating transactions for SSNs that have no client case association within the EIEP's system **(the EIEP's management should review 100 percent of these cases).**

- **System Error Exception Reports:**

  This type of report captures information about users who may not understand or may be violating proper procedures for access to SSA-provided information.

- **Inquiry Activity Statistical Reports:**

  This type of report captures information about transaction usage patterns among authorized users and is a tool which enables the EIEP's management to monitor typical usage patterns in contrast to extraordinary usage patterns.

The EIEP must have a process for distributing these monitoring and exception reports to appropriate local managers/supervisors or to local security officers. The process must ensure that only those whose responsibilities include monitoring anomalous activity of users, to include those who have exceptional system rights and privileges, use the reports.

5.7 Management Oversight and Quality Assurance

The EIEP must establish and/or maintain ongoing management oversight and quality assurance capabilities to ensure that only authorized employees have access to SSA-provided information. They must ensure ongoing compliance with the terms of the EIEP's electronic information sharing agreement with SSA and the SSRs established for access to SSA-provided information. The entity responsible for management oversight must consist of one or more of the EIEP's management officials whose job functions include responsibility to ensure that the EIEP only grants access to the appropriate employees and position types which require SSA-provided information to do their jobs.

The EIEP must ensure that employees granted access to SSA-provided information receive adequate training on the sensitivity of the information, associated safeguards, operating procedures, and the penalties for misuse.

SSA recommends that EIEPs establish the following job functions and require that employees tasked with these job functions do not also share the same job functions as personnel who request or use information from SSA.

- Perform periodic self-reviews to monitor the EIEP's ongoing usage of SSA-provided information.

- Perform random sampling of work activity that involves SSA-provided information to determine if the access and usage comply with SSA's requirements.

5.8 Data and Communications Security

EIEPs must encrypt PII and SSA-provided information when transmitting across dedicated communications circuits between its systems, intrastate communications between its local office locations, and on the EIEP's mobile computers, devices and removable media. The EIEP's encryption methods should align with the Standards established by the National Institute of Standards and Technology (NIST). SSA recommends the Advanced Encryption Standard (AES) or triple DES (Data Encryption Standard 3), if AES is unavailable, encryption method for securing SSA-provided information during transport. Files encrypted for external users (when using tools such as Microsoft WORD encryption,) require a key length of nine characters. We also recommend that the key (also referred to as a *password*) contain both special characters and a number. SSA requires that the EIEP deliver the key so that the key does not accompany the media. The EIEP must secure the key when not in use or unattended.

SSA discourages the use of the public Internet for transmission of SSA-provided information. If however, the EIEP uses the public Internet or other electronic communications, such as emails and faxes to transmit SSA-provided information, they must use a secure encryption protocol such as Secure Socket Layer (SSL) or Transport Layer Security (TLS). SSA also recommends 256-bit encryption protocols or more secure methods such as Virtual Private Network technology. The EIEP should only send data to a secure address or device to which the EIEP can control and limit access to only specifically authorized individuals and/or processes. **SSA recommends that EIEPs use Media Access Control (MAC) Filtering and Firewalls to protect access points from unauthorized devices attempting to connect to the network.**

EIEPs should not retain SSA-provided information any longer than business purpose(s) dictate. The Information Exchange Agreement with SSA stipulates a time for data retention. The EIEP should delete, purge, destroy, or return SSA-provided information when the business purpose for retention no longer exists.

The EIEP may not save or create separate files comprised solely of information provided by SSA. The EIEP may apply specific SSA-provided information to the EIEP's matched record from a preexisting data source. Federal law prohibits duplication and redisclosure of SSA-provided information without written approval. The prohibition applies to both internal and external sources who do not have a "need-to-know[2]." **SSA recommends that EIEPs use either Trusted Platform Module (TPM) or Hardware Security Module (HSM) technology solutions to encrypt data at rest on hard drives and other data storage media.**

EIEPs must prevent unauthorized disclosure of SSA-provided information after they complete processing and after the EIEP no longer requires the information. The EIEP's operational processes must ensure that no residual SSA-provided information remains on the hard drives of user's workstations after the user exits the application(s) that use SSA-provided information. If the EIEP must send a computer, hard drive, or other computing or storage device offsite for repair, the EIEP must have a non-disclosure clause in their contract with the vendor. If the EIEP used the item in connection with a business process that involved SSA-provided information and the vendor will retrieve or may view SSA-provided information during servicing, SSA reserves the right to inspect

[2] Need-to-know - access to the information must be necessary for the conduct of one's official duties.

the EIEP's vendor contract. The EIEP must remove SSA-provided information from electronic devices before sending it to an external vendor for service. SSA expects the EIEP to render it unrecoverable or destroy the electronic device if they do not need to recover the data. The same applies to excessed, donated, or sold equipment placed into the custody of another organization.

To sanitize media, the EIEP should use one of the following methods:

- **Overwriting**

Overwrite utilities can only be used on working devices. Overwriting is appropriate only for devices designed for multiple reads and writes. The EIEP should overwrite disk drives, magnetic tapes, floppy disks, USB flash drives, and other rewriteable media. The overwrite utility must completely overwrite the media. SSA recommends the use of ***purging*** media sanitization to make the data irretrievable and to protect data against laboratory attacks or forensics. Please refer to ***Definitions*** for more information regarding ***Media Sanitization***). Reformatting the media does not overwrite the data.

- **Degaussing**

Degaussing is a sanitization method for magnetic media (e.g., disk drives, tapes, floppies, etc.). Degaussing is not effective for purging non-magnetic media (e.g., optical discs). Degaussing requires a certified tool designed for particular types of media. Certification of the tool is required to ensure that the magnetic flux applied to the media is strong enough to render the information irretrievable. The degaussing process must render data on the media irretrievable by a laboratory attack or laboratory forensic procedures (refer to ***Definitions*** for more information regarding ***Media Sanitization***).

- **Physical destruction**

Physical destruction is the method when degaussing or over-writing cannot be accomplished (for example, CDs, floppies, DVDs, damaged tapes, hard drives, damaged USB flash drives, etc.). Examples of physical destruction include shredding, pulverizing, and burning.

State agencies may retain SSA-provided information in hardcopy only if required to fulfill evidentiary requirements, provided the agencies retire such data in accordance with applicable state laws governing retention of records. The EIEP must control print media containing SSA-provided information to restrict its access to authorized employees who need such access to perform their official duties. EIEPs must destroy print media containing SSA-provided information in a secure manner when it is no longer required for business purposes. The EIEP should destroy paper documents that contain SSA-provided information by burning, pulping, shredding, macerating, or other similar means that ensure the information is unrecoverable.

NOTE: Hand tearing or lining through documents to obscure information does not meet SSA's requirements for appropriate destruction of PII.

The EIEP must employ measures to ensure that communications and data furnished to SSA contain no viruses or other malware.

Special Note: **If SSA-provided information will be stored in a commercial**

cloud, please provide the name and address of the cloud provider. Also, please describe the security features contractually required of the cloud provider to protect SSA-provided information.

5.9 Incident Reporting

SSA requires EIEPs to develop and implement policies and procedures to respond to data breaches or PII loses. You must explain how your policies and procedures conform to SSA's requirements. The procedures must include the following information:

> *If the EIEP experiences or suspects a breach or loss of PII or a security incident, which includes SSA-provided information, they must notify the State official responsible for Systems Security designated in the agreement. That State official or delegate must then notify the SSA Regional Office Contact and the SSA Systems Security Contact identified in the agreement. If, for any reason, the responsible State official or delegate is unable to notify the SSA Regional Office or the SSA Systems Security Contact* ***within one hour****, the responsible State Agency official or delegate must report the incident by contacting* ***SSA's National Network Service Center (NNSC) toll free at 877-697-4889*** *(select "Security and PII Reporting" from the options list). The EIEP will provide updates as they become available to the SSA contact, as appropriate. Refer to the worksheet provided in the agreement to facilitate gathering and organizing information about an incident.*

The EIEP must agree to absorb all costs associated with notification and remedial actions connected to security breaches, if SSA determines that the risk presented by the breach or security incident requires the notification of the subject individuals. **SSA recommends that EIEPs seriously consider establishing incident response teams to address PII breaches.**

5.10 Security Awareness and Employee Sanctions

The EIEP must designate a department or party to take the responsibility to provide ongoing security awareness training for employees who access SSA-provided information. Training must include:

- The sensitivity of SSA-provided information and address the Privacy Act and other Federal and state laws governing its use and misuse
- Rules of behavior concerning use and security in systems processing SSA-provided information
- Restrictions on viewing and/or copying SSA-provided information
- The employee's responsibility for proper use and protection of SSA-provided information including its proper disposal
- Security incident reporting procedures
- Basic understanding of procedures to protect the network from malware attacks

- Spoofing, Phishing, and Pharming scam prevention

- The possible sanctions and penalties for misuse of SSA-provided information

SSA requires the EIEP to provide security awareness training to all employees and contractors who access SSA-provided information. The training should be annual, mandatory, and certified by the personnel who receive the training. SSA also requires the EIEP to certify that each employee or contractor who views SSA-provided data also certify that they understand the potential criminal and administrative sanctions or penalties for unlawful disclosure.

5.11 Contractors of Electronic Information Exchange Partners

As previously stated in ***The General Systems Security Standards***, contractors of the EIEP must adhere to the same security requirements as employees of the EIEP. The EIEP is responsible for the oversight of its contractors and the contractor's compliance with the security requirements. The EIEP will enter into a written agreement with each of its contractors and agents who need SSA data to perform their official duties, whereby such contractors or agents agree to abide by all relevant Federal laws, restrictions on access, use, disclosure, and the security requirements in this Agreement.

The EIEP's employees, contractors, and agents who access, use, or disclose SSA data in a manner or purpose not authorized by this Agreement may be subject to both civil and criminal sanctions pursuant to applicable Federal statutes. The EIEP will provide its contractors and agents with copies of this Agreement, related IEAs, and all related attachments before initial disclosure of SSA data to such contractors and agents. Prior to signing this Agreement, and thereafter at SSA's request, the EIEP will obtain from its contractors and agents a current list of the employees of such contractors and agents with access to SSA data and provide such lists to SSA.

The EIEP must be able to provide proof of the contractual agreement If the contractor processes, handles, or transmits information provided to the EIEP by SSA or has authority to perform on the EIEP's behalf, the EIEP should clearly state the specific roles and functions of the contractor. The EIEP will provide SSA written certification that the contractor is meeting the terms of the agreement, including SSA security requirements. The certification will be subject to our final approval before redisclosing our information.

The EIEP must also require that contractors who will process, handle, or transmit information provided to the EIEP by SSA sign an agreement with the EIEP that obligates the contractor to follow the terms of the EIEP's data exchange agreement with SSA. The EIEP or the contractor must provide a copy of the data exchange agreement to each of the contractor's employees before disclosing data and make certain that the contractor's employees receive the same security awareness training as the EIEP's employees. The EIEP should maintain awareness-training records for the contractor's employees and require the same annual certification procedures.

The EIEP will be required to conduct the review of contractors and is responsible for ensuring compliance of its contractors with security and privacy requirements and limitations. As such, the EIEP will subject the contractor to ongoing security compliance

reviews that must meet SSA standards. The EIEP will conduct compliance reviews at least triennially commencing no later than three (3) years after the approved initial security certification to SSA; and must provide SSA with written documentation of recurring compliance reviews, with the contractor, subject to our approval.

If the EIEP's contractor will be involved with the processing, handling, or transmission of information provided to the EIEP by SSA offsite from the EIEP, the EIEP must have the contractual option to perform onsite reviews of that offsite facility to ensure that the following meet SSA's requirements:

- safeguards for sensitive information
- computer system safeguards
- security controls and measures to prevent, detect, and resolve unauthorized access to, use of, and redisclosure of SSA-provided information
- continuous monitoring of the EIEP contractors' network infrastructures and assets

6. General -- Security Certification and Compliance Review Programs

SSA's security certification and compliance review programs are distinct processes. The certification program is a one-time process when an EIEP initially requests electronic access to SSA-provided information. The certification process entails two rigorous stages intended to ensure that technical, management, and operational security measures work as designed. SSA must ensure that the EIEPs fully conform to SSA's security requirements and satisfy both stages of the certification process before SSA will permit online access to its data in a production environment.

The compliance review program, however, ensures that the suite of security measures implemented by an EIEP to safeguard SSA-provided information remains in full compliance with SSA's security standards and requirements. The compliance review program applies to both online and batch access to SSA-provided information. Under the compliance review program, EIEPs are subject to ongoing and periodic security reviews by SSA.

6.1 The Security Certification Program

The security certification process applies to EIEPs that seek online electronic access to SSA information and consists of two general phases:

- Phase One: The Security Design Plan (SDP) phase is a formal written plan authored by the EIEP to comprehensively document its technical and non-technical security controls to safeguard SSA-provided information (refer to ***Documenting Security Controls in the Security Design Plan***).+

  NOTE: **SSA may have legacy EIEPs (EIEPs not certified under the current process) who have not prepared an SDP. OIS strongly recommends that these EIEPs prepare an SDP.**

  The EIEP's preparation and maintenance of a current SDP will aid them in determining potential compliance issues prior to reviews, assuring continued compliance with SSA's security requirements, and providing for

more efficient security reviews.

- Phase 2: The SSA Onsite Certification phase is a formal onsite review conducted by SSA to examine the full suite of technical and non-technical security controls implemented by the EIEP to safeguard data obtained from SSA electronically (refer to ***The Certification Process***).

6.2 Documenting Security Controls in the Security Design Plan (SDP)

6.2.1 When the SDP and Risk Assessment are Required

EIEPs must submit an SDP and a security risk assessment (RA) for evaluation when one or more of the following circumstances apply. The RA must be in electronic format. It must include discussion of the measures planned or implemented to mitigate risks identified by the RA and (as applicable) risks associated with the circumstances below:

- to obtain approval for requested access to SSA-provided information for an initial agreement
- to obtain approval to reestablish previously terminated access to SSA-provided data
- to obtain approval to implement a new operating or security platform that will involve SSA-provided information
- to obtain approval for significant changes to the EIEP's organizational structure, technical processes, operational environment, data recovery capabilities, or security implementations planned or made since approval of their most recent SDP or of their most recent successfully completed security review
- to confirm compliance when one or more security breaches or incidents involving SSA-provided information occurred since approval of the EIEP's most recent SDP or of their most recent successfully completed security review
- to document descriptions and explanations of measures implemented as the result of a data breach or security incident
- to document descriptions and explanations of measures implemented to resolve non-compliancy issue(s)
- to obtain a new approval after SSA revoked approval of the most recent SDP

SSA may require a new SDP if changes occurred (other than those listed above) that may affect the terms of the EIEP's information sharing agreement with SSA.

SSA will not approve the SDP or allow the initiation of transactions and/or access to SSA-provided information before the EIEP complies with the SSRs.

An SDP must satisfactorily document the EIEP's compliance with all of SSA's SSRs in order to provide the minimum level of security acceptable to SSA for its EIEP's access to SSA-provided information.

EIEP's must correct deficiencies identified through the evaluation of the SDP and submit a revised SDP that incorporates descriptions and explanations of the measures implemented to

eliminate the deficiencies. SSA cannot grant access to SSA-provided information until the EIEP corrects the deficiencies, documents the SDP, and SSA approves the revisions. The EIEP will communicate the implementation of corrective actions to SSA on a regular basis. SSA will withhold final approval until the EIEP can rectify all deficiencies.

SSA may revoke the approval of the EIEP's SDP and its access to SSA-provided information if we learn the EIEP is non-compliant with one or more SSRs. The EIEP must submit a revised SDP, which incorporates descriptions and explanations of the measures the EIEP will implement to resolve the non-compliance issue(s). The EIEP must communicate the progress of corrective action(s) to SSA on a regular basis. SSA will consider the EIEP in non-compliant status until resolution of the issue(s), the EIEP's SDP documents the corrections, and we approve the SDP. If, within a reasonable time as determined by SSA, the EIEP is unable to rectify a deficiency determined by SSA to present a substantial risk to SSA-provided information or to SSA, SSA will withhold approval of the SDP and discontinue the flow of SSA-provided information.

NOTE: **EIEPs that function only as an STC, transferring SSA-provided information to other EIEPs must, per the terms of their agreements with SSA, adhere to SSA's System Security Requirements (SSR) and exercise their responsibilities regarding protection of SSA-provided information.**

6.3 The Certification Process

Once the EIEP has successfully satisfied Phase 1, SSA will conduct an onsite certification review. The objective of the onsite review is to ensure the EIEP's non-technical and technical controls safeguard SSA-provided information from misuse and improper disclosure and that those safeguards function and work as intended.

At its discretion, SSA may request that the EIEP participate in an onsite review and compliance certification of their security infrastructure.

The onsite review may address any or all of SSA's security requirements and include, when appropriate:

- a demonstration of the EIEP's implementation of each requirement
- random sampling of audit records and transactions submitted to SSA
- a walkthrough of the EIEP's data center to observe and document physical security safeguards
- a demonstration of the EIEP's implementation of electronic exchange of data with SSA
- discussions with managers/supervisors
- examination of management control procedures and reports (e.g., anomaly detection reports, etc.)
- demonstration of technical tools pertaining to user access control and if appropriate, browsing prevention, specifically:
    - If the design is based on a permission module or similar design, or it is transaction driven, the EIEP will demonstrate how the system triggers requests for information from SSA.

- If the design is based on a permission module, the EIEP will demonstrate how the process for requests for SSA-provided information prevent SSNs not present in the EIEP's system from sending requests to SSA. We will attempt to obtain information from SSA using at least one, randomly created, fictitious number not known to the EIEPs system.

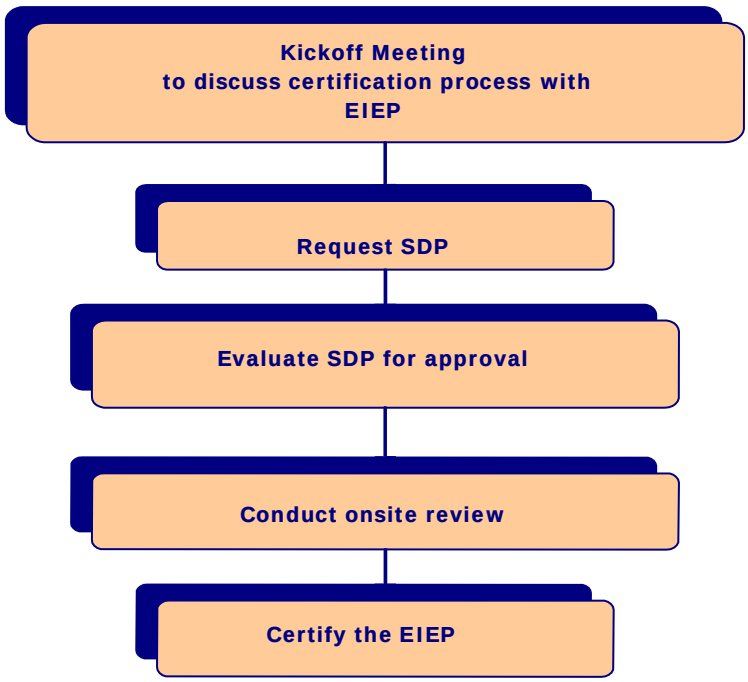
During a certification or compliance review, SSA or a certifier acting on its behalf, may request a demonstration of the EIEP's audit trail system (ATS) and its record retrieval capability. The certifier may request a demonstration of the ATS' capability to track the activity of employees who have the potential to access SSA-provided information within the EIEP's system. The certifier may request more information from those EIEPs who use an STC to handle and audit transactions. We will conduct a demonstration to see how the EIEP obtains audit information from the STC regarding the EIEP's SSA transactions.

If an STC handles and audits an EIEP's transactions, SSA requires the EIEP to demonstrate both their own in-house audit capabilities and the process used to obtain audit information from the STC.

If the EIEP employs a contractor who processes, handles, or transmits the EIEP's SSA-provided information offsite, SSA, at its discretion, may include the contractor's facility in the onsite certification review. The inspection may occur with or without a representative of the EIEP.

Upon successful completion of the onsite certification exercise, SSA will authorize electronic access to production data by the EIEP. SSA will provide written notification of its certification to the EIEP and all appropriate internal SSA components.

The following is a high-level flow chart of the OIS Certification Process:

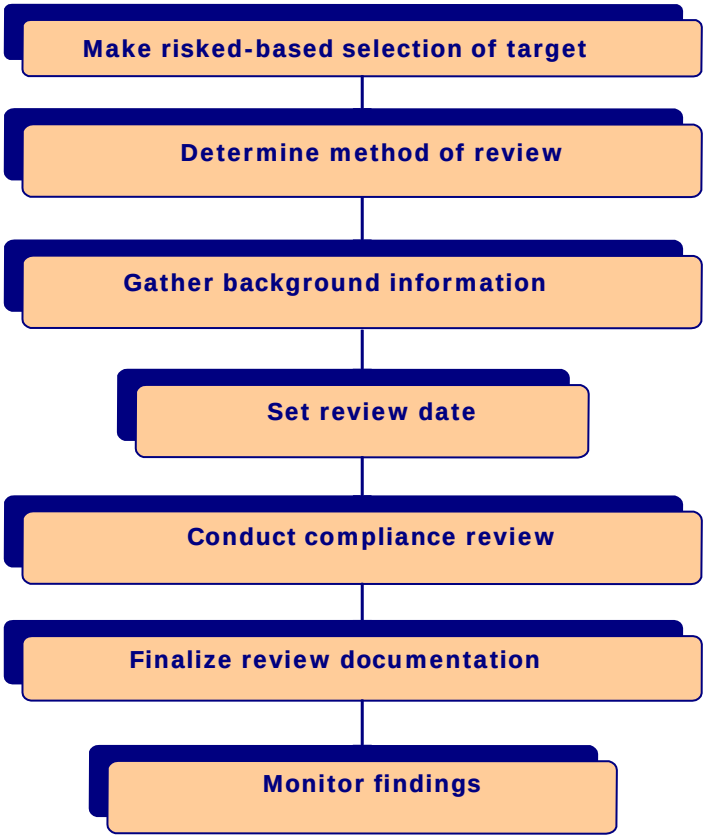


6.5 The Compliance Review Program and Process

Similar to the certification process, the compliance review program entails a rigorous process intended to ensure that EIEPs who receive electronic information from SSA are in full compliance with the Agency's security requirements and standards. As a practice, SSA attempts to conduct compliance reviews following a two to five year periodic review schedule. However, as circumstances warrant, a review may take place at any time. Three prominent examples that would trigger an ad hoc review are:

- a significant change in the outside EIEP's computing platform
- a violation of any of SSA's systems security requirements
- an unauthorized disclosure of SSA information by the EIEP

The following is a high-level flow chart of the OIS Compliance Review Process:



SSA may conduct onsite compliance reviews and include both the EIEP's main facility and a field office.

SSA may, also at its discretion, request that the EIEP participate in an onsite compliance review of their security infrastructure to confirm the implementation of SSA's security requirements.

The onsite review may address any or all of SSA's security requirements and include, where appropriate:

- a demonstration of the EIEP's implementation of each requirement
- random sampling of audit records and transactions submitted to SSA
- a walkthrough of the EIEP's data center to observe and document physical security safeguards
- a demonstration of the EIEP's implementation of online exchange of data with SSA
- discussions with managers/supervisors
- examination of management control procedures and reports (e.g. anomaly detection reports, etc.)
- demonstration of technical tools pertaining to user access control and, if appropriate, browsing prevention:
    - If the design uses a permission module or similar design, or is transaction driven, the EIEP will demonstrate how the system triggers requests for information from SSA.
    - If the design uses a permission module, the EIEP will demonstrate the process used to request SSA-provided information and prevent the EIEP's system from processing SSNs not present in the EIEP's system. We can accomplish this by attempting to obtain information from SSA using at least one, randomly created, fictitious number not known to the EIEP's system.

SSA may, at its discretion, perform an onsite or remote review for reasons including, but not limited to the following:

- the EIEP has experienced a security breach or incident involving SSA-provided information
- the EIEP has unresolved non-compliancy issue(s)
- to review an offsite contractor's facility that processes SSA-provided information
- the EIEP is a legacy organization that has not yet been through SSAs security certification and compliance review programs
- the EIEP requested that SSA perform an IV & V (Independent Verification and Validation review)

During the compliance review, SSA, or a certifier acting on its behalf, may request a demonstration of the system's audit trail and retrieval capability. The certifier may request a demonstration of the system's capability for tracking the activity of employees who view SSA-provided information within the EIEP's system. The certifier may request EIEPs that have STCs that handle and audit transactions with SSA to demonstrate the process used to obtain audit information from the STC.

If an STC handles and audits the EIEP's transactions with SSA, we may require the EIEP to demonstrate both their in-house audit capabilities and the processes used to obtain audit information from the STC regarding the EIEP's transactions with SSA.

If the EIEP employs a contractor who will process, handle, or transmit the EIEP's SSA-provided information offsite, SSA, at its discretion, may include in the onsite compliance review an onsite inspection of the contractor's facility. The inspection may occur with or without a representative of the EIEP. The format of the review in routine circumstances (i.e., the compliance review is not being conducted to address a special circumstance, such as a disclosure violation) will generally consist of reviewing and updating the EIEP's compliance with the systems security requirements described above in this document. At the conclusion of the review, SSA will issue a formal report to appropriate EIEP personnel. The Final Report will address findings and recommendations from SSA's compliance review, which includes a plan for monitoring each issue until closure.

NOTE: SSA handles documentation provided for compliance reviews as sensitive information. The information is only accessible to authorized individuals who have a need for the information as it relates to the EIEP's compliance with its electronic information sharing agreement with SSA and the associated system security requirements and procedures. SSA will not retain the EIEP's documentation any longer than required. SSA will delete, purge, or destroy the documentation when the retention requirement expires.

The following is a high-level example of the analysis that aids SSA in making a preliminary determination as to which review format is appropriate. We may also use additional factors to determine whether SSA will perform an onsite or remote compliance review.

- **High / Medium Risk Criteria**
  - undocumented closing of prior review finding(s)
  - implementation of technical/operational controls that affect security of SSA-provided information (e.g. implementation of new data access method)
  - PII breach
- **Low Risk Criteria**
  - no prior review finding(s) or prior finding(s) documented as closed
  - no implementation of technical/operational controls that impact security of SSA-provided information (e.g. implementation of new data access method)
  - no PII breach

6.5.1 EIEP Compliance Review Participation

SSA may request to meet with the following persons during the compliance review:

- a sample of managers and/or supervisors responsible for enforcing and monitoring ongoing compliance to security requirements and procedures to assess their level of training to monitor their employee's use of SSA-provided information, and for reviewing reports and taking necessary action
- the individuals responsible for performing security awareness and employee sanction functions to learn how you fulfill this requirement
- a sample of the EIEP's employees to assess their level of training and understanding of the requirements and potential sanctions applicable to the use and misuse of SSA-provided information

- the individual(s) responsible for management oversight and quality assurance functions to confirm how your agency accomplishes this requirement
- additional individuals as deemed appropriate by SSA

6.5.2 Verification of Audit Samples

Prior to or during the compliance review, SSA will present to the EIEP a sampling of transactions previously submitted to SSA for verification. SSA requires the EIEP to verify whether each transaction was, per the terms of their agreement with SSA, legitimately submitted by a user authorized to do so.

SSA requires the EIEP to provide a written attestation of the transaction review results. The document must provide:

- confirmation that each sample transaction located in the EIEP's audit file submitted by its employee(s) was for legitimate and authorized business purposes
- an explanation for each sample transaction located in the EIEP's audit file(s) determined to have been unauthorized
- an explanation for each sample transaction not found in the EIEP's ATS

When SSA provides the sample transactions to the EIEP, detailed instructions will be included. Only an official responsible for the EIEP is to provide the attestation.

6.6 Scheduling the Onsite Review

SSA will not schedule the onsite review until we approve the EIEP's SDP. SSA will send approval notification via email. There is no prescribed period for arranging the subsequent onsite review (***certification review*** for an EIEP requesting initial access to SSA-provided information for an initial agreement or ***compliance review*** for other EIEPs). Unless there are compelling circumstances precluding it, the onsite review will follow as soon as reasonably possible.

However, the scheduling of the onsite review may depend on additional factors including:

- the reason for submission of a plan
- the severity of security issues, if any
- circumstances of the previous review, if any
- SSA workload considerations

Although the scheduling of the review is contingent upon approval of the SDP, SSA may perform an onsite review prior to approval if we determine that it is necessary to complete our evaluation of a plan.

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7. Additional Definitions

Back Button:

Refers to a button on a web browser's toolbar, the *backspace button* on a computer keyboard, a programmed keyboard button or mouse button, etc., that returns a user to a previously visited web page or application screen.

Breach:

Refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where unauthorized persons have access or potential access to PII or Covered Information, whether physical, electronic, or in spoken word or recording.

Browsing:

Requests for or queries of SSA-provided information for purposes not related to the performance of official job duties.

Choke Point:

The firewall between a local network and the Internet is a choke point in network security, because any attacker would have to come through that channel, which is typically protected and monitored.

Cloud Computing:

The term refers to Internet-based computing derived from the cloud drawing representing the Internet in computer network diagrams. Cloud computing providers deliver on-line and on-demand Internet services. Cloud Services normally use a browser or Web Server to deliver and store information.

Cloud Computing (NIST SP 800-145 Excerpt):

Cloud computing is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This cloud model is composed of five essential characteristics, three service models, and four deployment models.

Essential Characteristics:

On-demand self-service - A consumer can unilaterally provision computing capabilities, such as server time and network storage, as needed automatically without requiring human interaction with each service provider.

Broad network access - Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms (e.g.,

mobile phones, tablets, laptops, and workstations).

Resource pooling - The provider's computing resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. There is a sense of location independence in that the customer generally has no control or knowledge over the exact location of the provided resources but may be able to specify location at a higher level of abstraction (e.g., country, state, or datacenter). Examples of resources include storage, processing, memory, and network bandwidth.

Rapid elasticity - Capabilities can be elastically provisioned and released, in some cases automatically, to scale rapidly outward and inward commensurate with demand. To the consumer, the capabilities available for provisioning often appear to be unlimited and can be appropriated in any quantity at any time.

Measured service - Cloud systems automatically control and optimize resource use by leveraging a metering capability1 at some level of abstraction appropriate to the type of service (e.g., storage, processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service.

Service Models:

Software as a Service (SaaS) - The capability provided to the consumer is to use the provider's applications running on a cloud infrastructure2. The applications are accessible from various client devices through either a thin client interface, such as a web browser (e.g., web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Platform as a Service (PaaS) - The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages, libraries, services, and tools supported by the provider.3 The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly configuration settings for the application-hosting environment.

Infrastructure as a Service (IaaS) - The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, and deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

Deployment Models:

Private cloud - The cloud infrastructure is provisioned for exclusive use by a single organization comprising multiple consumers (e.g., business units). It may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist on or off premises.

Community cloud - The cloud infrastructure is provisioned for exclusive use by a specific community of consumers from organizations that have shared concerns (e.g., mission, security requirements, policy, and compliance considerations). It may be owned, managed, and operated by one or more of the organizations in the community, a third party, or some combination of them, and it may exist on or off premises.

Public cloud - The cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, or government organization, or some combination of them. It exists on the premises of the cloud provider.

Hybrid cloud - The cloud infrastructure is a composition of two or more distinct cloud infrastructures (private, community, or public) that remain unique entities, but are bound together by standardized or proprietary technology that enables data and application portability (e.g., cloud bursting for load balancing between clouds).

_____

1 Typically this is done on a pay-per-use or charge-per-use basis.

2 A cloud infrastructure is the collection of hardware and software that enables the five essential characteristics of cloud computing. The cloud infrastructure can be viewed as containing both a physical layer and an abstraction layer. The physical layer consists of the hardware resources that are necessary to support the cloud services being provided, and typically includes server, storage and network components. The abstraction layer consists of the software deployed across the physical layer, which manifests the essential cloud characteristics. Conceptually the abstraction layer sits above the physical layer.

3 This capability does not necessarily preclude the use of compatible programming languages, libraries, services, and tools from other sources.

Cloud Drive:

A cloud drive is a Web-based service that provides storage space on a remote server.

Cloud Audit:

Cloud Audit is a specification developed at Cisco Systems, Inc. that provides cloud computing service providers a standard way to present and share detailed, automated statistics about performance and security.

Commingling:

Commingling is the creation of a common database or repository that stores and maintains both SSA-provided and preexisting EIEP PII.

Degaussing:

Degaussing is the method of using a "special device" (i.e., a device that generates a magnetic field) in order to disrupt magnetically recorded information. Degaussing can be effective for purging damaged media and media with exceptionally large storage capacities. Degaussing is not effective for purging non-magnetic media (e.g., optical discs).

Dial-up:

Sometimes used synonymously with *dial-in*, refers to digital data transmission over the wires of a local telephone network.

Function:

One or more persons or organizational components assigned to serve a particular purpose, or perform a particular role. The purpose, activity, or role assigned to one or more persons or organizational components.

Hub:

As it relates to electronic data exchange with SSA, a hub is an organization, which serves as an electronic information conduit or distribution collection point. The term Hub is interchangeable with the terms "StateTransmission Component," "State Transfer Component," or "STC."

ICON:

Interstate Connection Network (various entities use 'Connectivity' rather than 'Connection')

IV & V:

Independent Verification and Validation

Legacy System:

A term usually referring to a corporate or organizational computer system or network that utilizes outmoded programming languages, software, and/or hardware that typically no longer receives support from the original vendors or developers.

Manual Transaction:

A user-initiated operation (also referred to as a "user-initiated transaction"). This is the opposite of a system-generated automated process.

Example: A user enters a client's information including the client's SSN and presses the "ENTER" key to acknowledge that input of data is complete. A new screen appears with multiple options, which include "VERIFY SSN" and

"CONTINUE". The user has the option to verify the client's SSN or perform alternative actions.

Media Sanitization:

- Disposal: Refers to the discarding (e.g., recycling) of media that contains no sensitive or confidential data.

- Clearing: This type of media sanitization is adequate for protecting information from a robust keyboard attack. Clearing must prevent retrieval of information by data, disk, or file recovery utilities. Clearing must be resistant to keystroke recovery attempts executed from standard input devices and from data scavenging tools. For example, overwriting is an acceptable method for clearing media. Deleting items, however, is not sufficient for clearing.

  This process may include overwriting all addressable locations of the data, as well as its logical storage location (e.g., its file allocation table). The aim of the overwriting process is to replace or obfuscate existing information with random data. Most rewriteable media may be cleared by a single overwrite. This method of sanitization is not possible on un-writeable or damaged media.

- Purging: This type of media sanitization is a process that protects information from a laboratory attack. The terms *clearing* and *purging* are sometimes synonymous. However, for some media, clearing is not sufficient for purging (i.e., protecting data from a laboratory attack). Although most re-writeable media requires a single overwrite, purging may require multiple rewrites using different characters for each write cycle.
  This is because a laboratory attack involves threats with the capability to employ non-standard assets (e.g., specialized hardware) to attempt data recovery on media outside of that media's normal operating environment.

  Degaussing is also an example of an acceptable method for purging magnetic media. The EIEP should destroy media if purging is not a viable method for sanitization.

- Destruction: Physical destruction of media is the most effective form of sanitization. Methods of destruction include burning, pulverizing, and shredding. Any residual medium should be able to withstand a laboratory attack.

Permission module:

A utility or subprogram within an application, which automatically enforces the relationship of a request for or query of SSA-provided information to an authorized process or transaction before initiating a transaction. For example, requests for verification of an SSN for issuance of a driver's license happens automatically from within a state driver's license application. The System will not allow a user to request information from SSA unless the EIEP's client system contains a record of the subject individual's SSN.

Screen Scraping:

Screen scraping is normally associated with the programmatic collection of visual data from a source. Originally, screen scraping referred to the practice of reading text data from a computer display terminal's screen. This involves reading the terminal's memory through its auxiliary port, or by connecting the terminal output port of one computer system to an input port on another. The term screen scraping is synonymous with the term bidirectional exchange of data.

A screen scraper might connect to a legacy system via Telnet, emulate the keystrokes needed to navigate the legacy user interface, process the resulting display output, extract the desired data, and pass it on to a modern system.

More modern screen scraping techniques include capturing the bitmap data from a screen and running it through an optical character reader engine, or in the case of graphical user interface applications, querying the graphical controls by programmatically obtaining references to their underlying programming objects.

Security Breach:

An act from outside an organization that bypasses or violates security policies, practices, or procedures.

Security Incident:

A security incident happens when a fact or event signifies the possibility that a breach of security may be taking place, or may have taken place. All threats are security incidents, but not all security incidents are threats.

Security Violation:

An act from within an organization that bypasses or disobeys security policies, practices, or procedures.

Sensitive data:

Any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest of the conduct of federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

SMDS (Switched Multimegabit Data Service (SMDS):

SMDS is a telecommunications service that provides connectionless, high-performance, packet-switched data transport. Although not a protocol, it supports standard protocols and communications interfaces using current technology.

SSA-provided data/information:

Synonymous with "SSA-supplied data/information." Defines information under the control of SSA that is provided to an external entity under the terms of an information exchange agreement with SSA. The following are examples of

SSA-provided data/information:

- SSA's response to a request from an EIEP for information from SSA (e.g., date of death)

- SSA's response to a query from an EIEP for verification of an SSN

SSA data/information:

This term, sometimes used interchangeably with "SSA-provided data/information", denotes information under the control of SSA that is provided to an external entity under the terms of an information exchange agreement with SSA. However, **"SSA data/information"** also includes information provided to the EIEP by a source other than SSA, but which the EIEP attests to that SSA verified it, or the EIEP couples the information with data from SSA as to to certify the accuracy of the information. The following are examples of SSA information:

- SSA's response to a request from an EIEP for information from SSA (e.g., date of death)

- SSA's response to a query from an EIEP for verification of an SSN

- Display by the EIEP of SSA's response to a query for verification of an SSN ***and*** the associated SSN provided by SSA

- Display by the EIEP of SSA's response to a query for verification of an SSN ***and*** the associated SSN provided to the EIEP by a source other than SSA

- Electronic records that contain only SSA's response to a query for verification of an SSN ***and*** the associated SSN whether provided to the EIEP by SSA or a source other than SSA

SSN:

Social Security Number

STC:

A State Transmission/Transfer Component is an organization that performs as an electronic information conduit or collection point for one or more other entities (also referred to as a hub).

System-generated transaction:

A transaction automatically triggered by an automated system process.

Example: A user enters a client's information including the client's SSN on an input screen and presses the "ENTER" key to acknowledge that input of data is complete. An automated process then matches the SSN against the organization's database and when the systems finds no match, automatically sends an electronic request for verification of the SSN to SSA.

Systems process:

The Term "Systems Process" refers to a software program module that runs in the background within an automated batch, online, or other process.

Third Party:

This term pertains to an entity (person or organization) provided access to SSA-provided information by an EIEP or other SSA business partner for which one or more of the following apply:

- is not stipulated access to SSA-provided information by an information-sharing agreement between an EIEP and SSA
- has no information-sharing agreement with SSA
- SSA does not directly authorize access to SSA-provided information

Transaction-driven:

This term pertains to an automatically initiated online query of or request for SSA information by an automated transaction process (e.g., driver license issuance, etc.). The query or request will only occur the automated process meets prescribed conditions.

Uncontrolled transaction:

This term pertains to a transaction that falls outside a permission module. An uncontrolled transaction is not subject to a systematically enforced relationship between an authorized process or application and an existing client record.

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8. Regulatory References

Federal Information Processing Standards

(FIPS) Publications Federal Information

Security Management Act of 2002 (FISMA)

Homeland Security Presidential Directive

(HSPD-12)

National Institute of Standards and Technology (NIST) Special Publications

Office of Management and Budget (OMB) Circular A-123, *Management's Responsibility for Internal Control*

Office of Management and Budget (OMB) Circular A-130, Appendix III, *Management of Federal Information Resources*

Office of Management and Budget (OMB) Memo M-06-16, *Protection of Sensitive Agency Information, June 23, 2006*

Office of Management and Budget (OMB) Memo M-07-16, *Memorandum for the Heads of Executive Departments and Agencies May 22, 2007*

Office of Management and Budget (OMB) Memo M-07-17, *Safeguarding Against and Responding to the Breach of Personally Identifiable Information, May 22, 2007*

Privacy Act of 1974

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9. Frequently Asked Questions

(Click links for answers or additional information)

1. Q: What is a breach of data?
   A: Refer also to Security Breach, Security Incident, and Security Violation.

2. Q: What is employee browsing?
   A: Requests for or queries of SSA-provided information for purposes not related to the performance of official job duties

3. Q: Okay, so the SDP was submitted. Can the Onsite Review be scheduled now?
   A: Refer to Scheduling the Onsite Review.

4. Q: What is a "Permission Module"?
   A: A utility or subprogram within an application, which automatically enforces the relationship of a request for or query of SSA-provided information to an authorized process or transaction before initiating a transaction. For example, if requests for verification of an SSN for issuance of a driver's license happens automatically from within a state driver's license application. The System will not allow a user to request information from SSA unless the EIEP's client system contains a record of the subject individual's SSN.

5. Q: What is meant by Screen Scraping?
   A: Screen scraping is normally associated with the programmatic collection of visual data from a source. Originally, screen scraping referred to the practice of reading text data from a computer display terminal's screen. This involves reading the terminal's memory through its auxiliary port, or by connecting the terminal output port of one computer system to an input port on another. The term screen scraping is synonymous with the term bidirectional exchange of data.

   A screen scraper might connect to a legacy system via Telnet, emulate the keystrokes needed to navigate the legacy user interface, process the resulting display output, extract the desired data, and pass it on to a modern system.

   More modern screen scraping techniques include capturing the bitmap data from a screen and running it through an optical character reader engine, or in the case of graphical user interface applications, querying the graphical controls by programmatically obtaining references to their underlying programming objects.

6. Q: When does an EIEP have to submit an SDP?
   A: Refer to When the SDP and RA are Required.

7. Q: Does an EIEP have to submit an SDP when the agreement is

renewed?

A: The EIEP does not have to submit an SDP ***because*** the agreement between the EIEP and SSA was renewed. There are, however, circumstances that require an EIEP to submit an SDP. Refer to When the SDP and RA are Required.

8. Q: Is it acceptable to save SSA data with a verified indicator on a (EIEP) workstation if the EIEP uses an encrypted hard drive? If not, what options does the agency have?

A: There is no problem with an EIEP saving SSA-provided information on the encrypted hard drives of computers used to process SSA data if the EIEP retains the information only as provided for in the EIEP's data-sharing agreement with SSA. Refer to Data and Communications Security.

9. Q: Does SSA allow EIEPs to use caching of SSA-provided information on the EIEP's workstations?

A: Caching during processing is not a problem. However, SSA-provided information must clear from the cache when the user exits the application. Refer to Data and Communications Security.

10. Q: What does the term "interconnections to other systems" mean?

A: As used in SSA's system security requirements document, the term "interconnections" is the same as the term "connections."

11. Q: Is it acceptable to submit the SDP as a .PDF file?

A: No, it is not. The document must remain editable.

12. Q: Should the EIEP write the SDP from the standpoint of my agency's SVES access itself, or from the standpoint of access to all data provided to us by SSA?

A: The SDP is to encompass your agency's electronic access to SSA-provided information as per the electronic data sharing agreement between your agency and SSA. Refer to Developing the SDP.

13. Q: If we have a "transaction-driven" system, do we still need a permission module? If employees cannot initiate a query to SSA, why would we need the permission module?

A: "Transaction driven" basically means that queries automatically submit requests (and it might depend on the transaction). Depending on the system's design, queries might not be automatic or it may still permit manual transactions. A system may require manual transactions to correct an error. SSA does not prohibit manual transactions if an ATS properly tracks such transactions. If a "transaction-driven" system permits any type of alternate access; it still requires a permission module, even if it restricts users from performing manual transactions. If the system does ***not*** require the user to be in a particular application or the query to be for an existing record in the EIEP's system ***before*** the system will allow a query to go through to SSA, it would still need a permission module.

14. Q: What is an Onsite Compliance Review?

A: The Onsite Compliance Review is the process wherein SSA performs periodic site visits to its Electronic Information Exchange Partners (EIEP) to certify whether the EIEP's technical, managerial, and operational security measures for protecting data obtained electronically from SSA continue to conform to the terms of the EIEP's data sharing agreements with SSA and SSA's associated system security requirements and procedures. Refer to the Compliance Review Program and Process.

15. Q: What are the criteria for performing an Onsite Compliance Review?
A: The following are criteria for performing the Onsite Compliance Review:

- EIEP initiating new access or new access method for obtaining information from SSA
- EIEP's cyclical review (previous review was performed remotely)
- EIEP has made significant change(s) in its operating or security platform involving SSA-provided information
- EIEP experienced a breach of SSA-provided personally identifying information (PII)
- EIEP has been determined to be high-risk

Refer also to the Review Determination Matrix.

16. Q: What is a Remote Compliance Review?
A: The Remote Compliance Review is when SSA conducts the meetings remotely (e.g., via conference calls). SSA schedules conference calls with its EIEPs to determine whether the EIEPs technical, managerial, and operational security measures for protecting data obtained electronically from SSA continue to conform to the terms of the EIEP's data sharing agreements with SSA and SSA's associated system security requirements and procedures. Refer to the Compliance Review Program and Process.

17. Q: What are the criteria for performing a Remote Compliance Review?
A: The EIEP must satisfy the following criteria to qualify for a Remote Compliance Review:

- EIEP's cyclical review (SSA's previous review yielded no findings or the EIEP satisfactorily resolved cited findings)
- EIEP has made no significant change(s) in its operating or security platform involving SSA-provided information
- EIEP has not experienced a breach of SSA-provided personally identifiable information (PII) since its previous compliance review.
- SSA rates the EIEP as a low-risk agency or state

Refer also to the Review Determination Matrix

ATTACHMENT 5

WORKSHEET FOR REPORTING LOSS OR POTENTIAL LOSS OF PERSONALLY IDENTIFIABLE INFORMATION

ATTACHMENT 5 **09/27/06**

Worksheet for Reporting Loss or Potential Loss of Personally Identifiable Information

1. Information about the individual making the report to the NCSC:

Name:					
Position:					
Deputy Commissioner Level Organization:					
Phone Numbers:					
Work:		Cell:		Home/Other:	
E-mail Address:					
Check one of the following:					
Management Official		Security Officer		Non-Management	

2. Information about the data that was lost/stolen:

Describe what was lost or stolen (e.g., case file, MBR data):

Which element(s) of PII did the data contain?

Name		Bank Account Info	
SSN		Medical/Health Information	
Date of Birth		Benefit Payment Info	
Place of Birth		Mother's Maiden Name	
Address		Other (describe):	

Estimated volume of records involved:

3. How was the data physically stored, packaged and/or contained?

Paper or Electronic? (circle one):

If Electronic, what type of device?

Laptop		Tablet		Backup Tape		Blackberry	
Workstation		Server		CD/DVD		Blackberry Phone #	
Hard Drive		Floppy Disk		USB Drive			
Other (describe):							

ATTACHMENT 5 **09/27/06**

Additional Questions if Electronic:

	Yes	No	Not Sure
a. Was the device encrypted?			
b. Was the device password protected?			
c. If a laptop or tablet, was a VPN SmartCard lost?			
Cardholder's Name:			
Cardholder's SSA logon PIN:			
Hardware Make/Model:			
Hardware Serial Number:			

Additional Questions if Paper:

	Yes	No	Not Sure
a. Was the information in a locked briefcase?			
b. Was the information in a locked cabinet or drawer?			
c. Was the information in a locked vehicle trunk?			
d. Was the information redacted?			
e. Other circumstances:			

4. **If the employee/contractor who was in possession of the data or to whom the data was assigned is not the person making the report to the NCSC (as listed in #1), information about this employee/contractor:**

Name:					
Position:					
Deputy Commissioner Level Organization:					
Phone Numbers:					
Work:		Cell:		Home/Other:	
E-mail Address:					

5. **Circumstances of the loss:**
   a. When was it lost/stolen?

   b. Brief description of how the loss/theft occurred:

   c. When was it reported to SSA management official (date and time)?

6. **Have any other SSA components been contacted? If so, who? (Include deputy commissioner level, agency level, regional/associate level component names)**

ATTACHMENT 5 **09/27/06**

7. Which reports have been filed? (include FPS, local police, and SSA reports)

Report Filed	Yes	No	Report Number
Federal Protective Service			
Local Police			

	Yes	No
SSA-3114 (Incident Alert)		
SSA-342 (Report of Survey)		
Other (describe)		

8. Other pertinent information (include actions under way, as well as any contacts with other agencies, law enforcement or the press):

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

MEETING DATE: March 1, 2016	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Planning Dept
APPROVING PARTY: Tim Beals
PHONE NUMBER: 530-289-3251

AGENDA ITEM: Agreement for Indemnification and Reimbursement for Extraordinary Costs for Russell Turner & Elva Ortiz Turner Revocable Trust, Landowner and Russell Turner, Applicant: Consideration of a Farmland Security Zone Contract on two separate parcels of land identified as APN's 013-070-024; 012-014-055; 012-140-060, and 012-140-057. The project site is located on State Highways 49 & 89 surrounding the community of Sattley.

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

BACKGROUND INFORMATION:

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

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

AGREEMENT FOR INDEMNIFICATION AND REIMBURSEMENT FOR EXTRAORDINARY COSTS

("The Agreement")

SHADED AREAS FOR OFFICE USE ONLY

Russell Turner & Elva Ortiz Turner Trust ("APPLICANT") and Russell Turner ("LANDOWNER"), collectively referred to as "the APPLICANT" have applied to the County of Sierra, a political subdivision of the State of California, **Sierra** ("the County") for:

Farmland Security Zone Contract

("the Project")

(APN) 013-070-024, 012-014-055, 060, 057

TERMS AND CONDITIONS

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

- **1.1** Full performance of all conditions imposed in connection with the applicable permit or the Project approved.
- **1.2** Posting of any fees for CEQA review required by the California Fish & Game pursuant to AB 3158, in the amount of $2,210.25 for a Negative Declaration, and $3,070.00 for an Environmental Impact Report.
- **1.3** Full performance of the terms and conditions hereof.
- **1.4** Compliance with all required mitigation measures of an approved environmental document for the application project.
- **1.5** Security Deposits (if required) for fulfillment of any conditions.

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

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

This Agreement is entered into as of _____, 2016.

APPLICANT

Russell Turner

(Signature)

Russell Turner Trustee

(Type or print name)

LANDOWNER

Russell Turner

(Signature)

Russell Turner Trustee

(Type or print name)

COUNTY

_____

Lee Adams, Chairman
Sierra County Board of Supervisors

APPROVED AS TO FORM:

_____

James Curtis
County Counsel

ATTEST:

_____

Heather Foster
Clerk of the Board

CONDITIONS FOR CHARGING
EXTRA COSTS
EXHIBIT "A"

A.1 BACKGROUND

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

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

A.2 NOTICE OF EXTRAORDINARY EVENT AND REQUEST FOR DEPOSIT

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

A.3 SUBMISSION OF DEPOSIT

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

A.4 RIGHT OF WITHDRAWAL

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

A.5 OBLIGATION AFTER DEPOSIT

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

A.6 FURTHER TERMS AND CONDITIONS

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

A.7 EXTRAORDINARY COST SCHEDULE

Extraordinary Costs include:

Planning staff time billed based on the following formula: Gross salary per hour of each employee x hours billed

County Counsel -	At cost
County Counsel Staff -	$20 per hour
Special Counsel -	As billed to County
Consultants -	As billed to County
Other Costs -	As authorized by County Ordinance or Resolution

TERMS
EXHIBIT "B"

B.1 DEPOSIT.

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

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

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

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

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

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

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

B.2 OBLIGATION FOR COSTS.

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

B.3 PROJECT ACCOUNTING.

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

B.4 LEGAL DEFENSE.

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

B.5 INDEMNIFICATION.

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

GENERAL PROVISIONS
EXHIBIT "C"

C.1 INTERPRETATION AND ENFORCEMENT.

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

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

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

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

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

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

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

> **C.1.7.1 NUMBER AND GENDER.** In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
>
> **C.1.7.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTICE AND SUPPLEMENTAL TERMS
Exhibit "D"

D.1 NOTICES.

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

If to "COUNTY":	If to "APPLICANT":	
	APPLICANT:	LANDOWNER:
Chairman, Board of Supervisors	_____	_____
County of Sierra	_____	_____
Post Office Drawer D	_____	_____
Downieville, California 95936	_____	_____
With a copy to:	With a copy to:	
County Counsel	_____	_____
County of Sierra	_____	_____
Post Office Drawer D	_____	_____
Downieville, CA 95936	_____	_____

D.2 SUPPLEMENTAL TERMS.

none

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

MEETING DATE: March 1, 2016	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Approval of Road Department purchase of a salvage vehicle in the amount of $400 from a private party for a Ford truck to be used as a source of parts, or to be evaluated as an option for repair and utilization.

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

BACKGROUND INFORMATION: The engine, transmission and other parts will work to repair existing 3/4 ton Ford pick-ups that are otherwise near the end of useful life. Should evaluation reveal that the frame is not bent, it may be repairable to utilize as a County pickup.

FUNDING SOURCE: 031 (ROAD)
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $400 N/A

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
March 1, 2016	☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Resolution declaring the week of April 3 - April 9, 2016, "Safety Seat Checkup Week" in Sierra County.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other
Letter from Stephanie Tombrello Director, SafetyBeltsafe USA

BACKGROUND INFORMATION:

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

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 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 DECLARING THE WEEK OF APRIL 3 – APRIL 9, 2016 "SAFETY SEAT CHECKUP WEEK" IN SIERRA COUNTY

RESOLUTION 2016-____

WHEREAS, the number one preventable cause of death and injury of children and young adults in the automobile collision; and

WHEREAS, more than 90 child passengers under fifteen are killed and more than 10,000 injured in automobile collisions in California in each year; and

WHEREAS, 71% of small children killed in crashes would be alive today if they had been properly restrained in child safety seats; and

WHEREAS, 45% of injuries to child occupants ages four to eight could be prevented with the use of booster seats; and

WHEREAS, more than 90% of child safety seats are used incorrectly; and

WHEREAS, the State of California requires that all occupants be properly restrained in safety seats or safety belts with children in the back seat until at least age eight; and

WHEREAS, the State of California requires all occupants of motor vehicles to be buckled up correctly on every ride;

WHEREAS, crash-tested safety seats are moderately priced and widely available for purchase at retail stores and at low cost from safety seat distribution programs throughout California; and

WHEREAS, SafetyBeltSafe U.S.A. has been dedicated for more than 35 years to protecting children from injury or death while being transported in a motor vehicle:

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors hereby declares April 3 – April 9, 2016, "Safety Seat Checkup Week" in Sierra County.

ADOPTED by the Board of Supervisors of the County of Sierra on the 1st day of March, 2016, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

County of Sierra:

_____
Lee Adams
Chairman of the Board

Attest:

_____
Heather Foster
Clerk of the Board

Approved as to Form:

_____
James Curtis
County Counsel

BOARD OF DIRECTORS
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TREASURER: John Nisbet, CPSTI

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Rachel Stabler, CPSTI
Holly Terry, CPSTI
California:
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Marc Cohen, CPSTI
Anne Hamilton, CPST
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Becky Thams, MA
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Vera Fullaway, CPSTI
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Darren K. Qunell, CPST
Louisiana:
Annette Knobloch, DNS, RN, MPH, CPST, CNE
Maryland:
Emilie Crown, RN, CPSTI
Oregon:
Tamara Franks, MA, CPSTI
Texas:
Sharon Evans, RN, BSN, CPN, CPSTI
Washington:
Wendy Thomas, CPSTI, Sp.Needs

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Kate Quirk, PhD, CPSTI, Sp.Needs
Project Coordinator
John Stubbs, CPSTI, Sp.Needs
Program Consultant
Heidi Heflin, RN, MN, CNS, CPSTI, Sp.Needs
Program Consultant

Enc: 130 Co.proclamation; 630CA; 172/s; 664/s

SafetyBeltSafe U.S.A.

1124 West Carson Street, LA BioMed, Building B-1 West, Torrance, CA 90502
Mailing address: P. O. Box 553, Altadena, CA 91003 www.carseat.org
(310) 222-6860 (800) 745-SAFE Spanish: (800) 747-SANO FAX (310) 222-6862

January 11, 2016

To: Board of Supervisors

From: Stephanie M. Tombrello, LCSW, CPSTI
Executive Director, SafetyBeltSafe U.S.A.

Re: Safety Seat Checkup Week, April 3 – 9, 2016

Motor vehicle crashes remain the number 1 cause of death and permanent injury to children in California. You can help save children from suffering preventable injuries by helping to make Safety Seat Checkup Week, April 3 – 9, a special event in your county.

With the passage of the new child restraint law requiring children under 2 to ride rear facing (untill 40" or 40 lbs or more, enforced from 1/1/17), parents need more help than ever to know how to keep children safe.

SafetyBeltSafe U.S.A. is available to you as a resource for posters, pamphlets, speakers, program ideas, and information about California buckle-up laws. We would appreciate it if the Board of Supervisors would:

- Issue a proclamation in recognition of Safety Seat Checkup Week (sample enclosed). Your support for this effort, shared with your county media, may encourage them to publicize this subject more widely. Send your proclamation to us in advance for display at Safety Seat Checkup Day on April 9.
- Encourage law enforcement agencies to increase the focus on violations of child safety seat and safety belt laws during Special Enforcement Week, March 27 – April 2, sponsored by the Peace Officers Association of Los Angeles County, to protect children's welfare.
- Distribute posters and pamphlets, available from SafetyBeltSafe U.S.A., through county agencies and employees. Put up our permanent "Buckle-Up" parking lot signs.

In Los Angeles County, for example, SafetyBeltSafe U.S.A. is holding a major event as the culmination of the Week:

Safety Seat Checkup Day on Saturday, April 9, from 10:00 a.m. to 2:00 p.m. at the Petersen Automotive Museum parking lot in Los Angeles

Families will receive a detailed inspection of the installation and use of their safety seats; told if the safety seats have been recalled; and shown how to use them correctly. Error rates are typically more than 90%.

Your support for this effort, reported to newspapers in your county, may encourage them to publicize this subject more widely. Please share your ideas for Safety Seat Checkup Week with us.

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California:
Zosia Chciuk, RNC, MSN, IBCLC
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Laura Rohnert, PT, PCS
Becky Thams
Colorado:
Vera Fullaway, CPSTI
Illinois:
Darren K. Qunell, CPST
Louisiana:
Annette Knobloch, DNS, RN, MPH, CPST, CNE
Maryland:
Emilie Crown, CPSTI
Oregon:
Tammy Franks, MA, CPSTI

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Sandra Tsing Loh, radio commentator and author, "Mother on Fire"
Michael J. Puntoriero
Talulah Riley, Actor
Michael Sachs, MD
General Pediatrician
Teresa Samaniego
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Kate Quirk, PhD, CPSTI
Project Coordinator
John Stubbs, CPSTI
Program Consultant

SafetyBeltSafe U.S.A.

1124 West Carson Street, LA BioMed, Building B-1 West, Torrance, CA 90502
Mailing address: P. O. Box 553, Altadena, CA 91003 www.carseat.org
(310) 222-6860 (800) 745-SAFE Spanish: (800) 747-SANO FAX (310) 222-6862

PROCLAMATION

WHEREAS, the number one preventable cause of death and injury of children and young adults is the automobile collision; and

WHEREAS, more than 90 child passengers under fifteen are killed and more than 10,000 injured in automobile collisions in California in each year; and

WHEREAS, 71% of small children killed in crashes would be alive today if they had been properly restrained in child safety seats; and

WHEREAS, 45% of injuries to child occupants ages four to eight could be prevented with the use of booster seats; and

WHEREAS, more than 90% of child safety seats are used incorrectly; and

WHEREAS, the State of California requires that all occupants be properly restrained in safety seats or safety belts with children in the back seat until at least age eight; and

WHEREAS, the State of California requires all occupants of motor vehicles to be buckled up correctly on every ride;

WHEREAS, crash-tested safety seats are moderately priced and widely available for purchase at retail stores and at low cost from safety seat distribution programs throughout California; and

WHEREAS, SafetyBeltSafe U.S.A. has been dedicated for more than 35 years to protecting children from injury or death while being transported in a motor vehicle:

NOW BE IT PROCLAIMED BY THE COUNTY OF _____ THAT APRIL 3 – 9, 2016, BE DECLARED SAFETY SEAT CHECKUP WEEK.

SafetyBeltSafe U.S.A.

Safety Seat Checkup Day

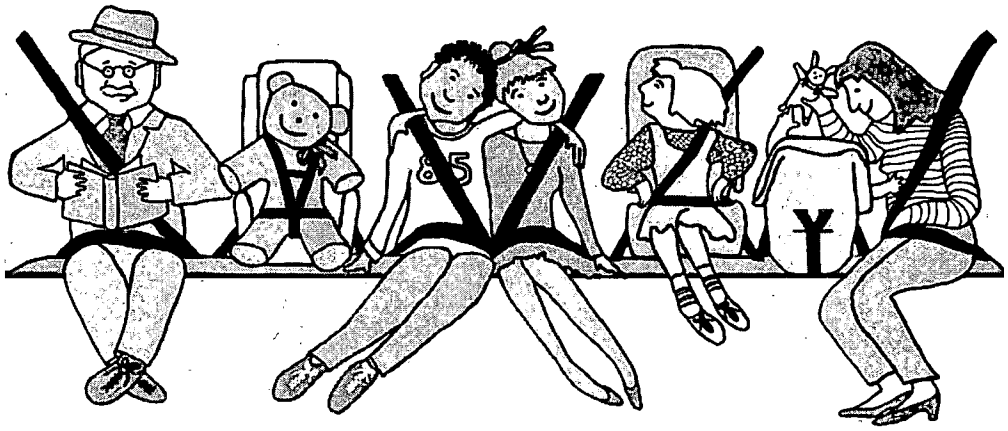
Saturday, April 9 • 10:00 a.m. to 2:00 p.m.*

*For a checkup appointment, call 310/222-6860. If you do not have an appointment, there may be a wait of more than one hour or you may be turned away.

11:30 a.m. Welcome Ceremony and Recognition of Notable Guests

Petersen Automotive Museum

6060 Wilshire Blvd., Los Angeles 90036 (Wilshire at Fairfax parking lot)



Buckling up is a family affair.

Safety Seat Checkup Week April 3 – 9, 2016

Sponsors: California Office of Traffic Safety, Pomona Police Dept., Toyota Motor Sales, U.S.A.

Major Supporter: Peace Officers Association of Los Angeles County

FREE SAFETY SEAT CHECKUP

More than 90% of the car seats we check have one or more errors.
Meet Bucklebear and his friends.

Help save children's lives with your tax-deductible support.

***SafetyBeltSafe* U.S.A.** Box 553 Altadena, CA 91003 310/222-6860 www.carseat.org

SafetyBeltSafe U.S.A. is the national, non-profit, member-supported organization for child passenger safety.

Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration

SafetyBeltSafe U.S.A.

Día de Inspección de Sillas de Seguridad

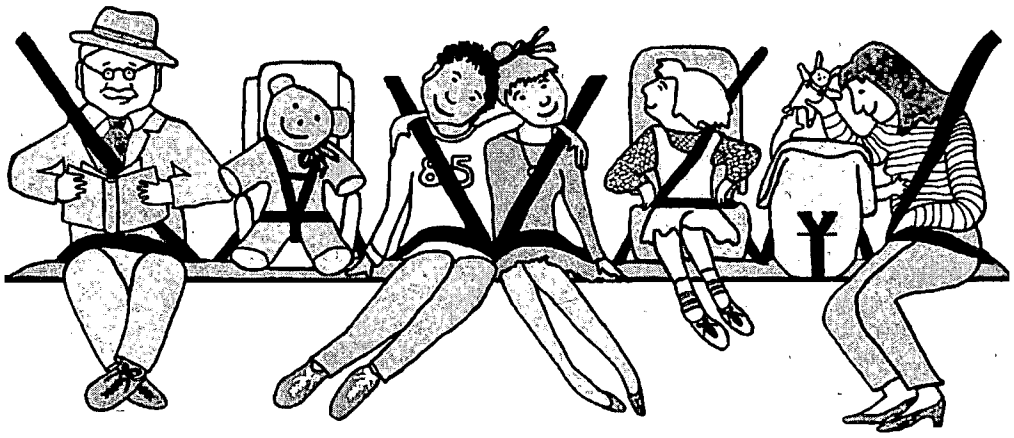
Sábado, 9 de Abril • 10:00 a.m. a 2:00 p.m.*

*Llame a 310/222-6862 un día anterior para una cita para la inspección. Si usted no tiene cita, el tiempo de espera puede ser más de una hora o puede que se le niegue este servicio.

11:30 a.m. Ceremonia de Bienvenida y Reconocimiento de Invitados de Honor

Petersen Automotive Museum

6060 Wilshire Blvd., Los Angeles 90036
(Estacionamiento en la esquina de Wilshire y Fairfax)



El abrocharse el cinturón es algo que concierne a toda la familia.

Semana de Inspección de Sillas de Seguridad
Del 3 – 9 de Abril, 2016

Patrocinadores: California Office of Traffic Safety, Pomona Police Department, Toyota Motor Sales, U.S.A.

Partidario Principal: Peace Officers Association of Los Angeles County

INSPECCIÓN GRATIS DE SILLAS DE SEGURIDAD
Más del 90% de las sillas de seguridad que inspeccionamos tienen uno o más errores.
Conozca al oso "Bucklebear" y a sus amiguitos.
Ayude a salvar la vida de niños por medio de su donación, la cual puede ser deducible de sus impuestos.

SafetyBeltSafe U.S.A. Box 553 Altadena, CA 91003 310/222-6862 www.carseat.org
SafetyBeltSafe U.S.A. es una organización nacional, no lucrativa, dedicada a la seguridad de los pasajeros menores, sostenida por sus miembros.

Los fondos para éste programa fueron proveídos por un donativo de California Office of Traffic Safety y National Highway Traffic Safety Administration.

CALIFORNIA CHILD PASSENGER SAFETY LAW

- **Children under age 8** must be properly buckled into a car seat or booster in the back seat.
- **Children age 8 or older** may use the vehicle safety belt if it fits properly with the lap belt low on the hips, touching the upper thighs, and the shoulder belt crossing the center of the chest. If children are not tall enough for proper belt fit, they must ride in a booster or child safety seat.
- **Everyone in the car** must be properly buckled up. For each child under 16 who is not properly secured, parents (if in the car) or drivers can be fined more than $500 and get a point on their driving records.

NO

NO

Most kids need to ride in a booster seat until age 10 to 12. Using a booster instead of just a belt prevents 45% of crash injuries.

If your child isn't using a booster, try the simple test below the next time you ride together in the car. You may find that your child is not yet ready to use a safety belt without a booster.

The 5-Step Test

1. Does the child sit all the way back against the auto seat?
2. Do the child's knees bend comfortably at the edge of the auto seat?
3. Does the belt cross the shoulder between the neck and arm?
4. Is the lap belt as low as possible, touching the thighs?
5. Can the child stay seated like this for the whole trip?

If you answered "no" to any of these questions, your child needs a booster seat to make both the shoulder belt and the lap belt fit right for the best crash protection. Your child will be more comfortable, too.

For best protection, all children should ride in the back seat. It's twice as safe as the front!

For a list of programs with low-cost safety seats, call your local health department at _____

For assistance with inspecting or installing a safety seat, visit www.seatcheck.org or www.nhtsa.gov/cps/cpsfitting or call 866-SEAT-CHECK or your local CHP office.

For more information: SafetyBeltSafe U.S.A. www.carseat.org 800-745-SAFE (English) 800-747-SANO (Spanish)

Funding for this program was provided by a grant from the California Office of Traffic Safety through the National Highway Traffic Safety Administration.

California Buckle-Up Laws for Parents

Car crashes are the #1 preventable cause of death of children and young adults, as well as a major cause of permanent brain damage, epilepsy, and spinal cord injuries. A sudden stop at 30 miles per hour could cause the same crushing force on your child's brain and body as a fall from a three-story building. Fortunately, by buckling up children, we can prevent most of these deaths and serious injuries.

(V.C. 27360) All children under age 8 must be properly buckled into a safety seat or booster in the back seat.
Exceptions: A child who weighs more than 40 pounds and is riding in a car without lap and shoulder belts in the back seat may wear just a lap belt. A child under age 8 who is at least 4'9" may wear a safety belt if it fits properly. Children under age 8 may ride in the front if there is no forward-facing rear seat in the vehicle, the child restraint cannot be properly installed in rear seat, all rear seats are occupied by other children age 7 or under, or for medical reasons. A child in a rear-facing safety seat may not ride in front if there is an active passenger air bag.

(V.C. 27360.5) Children age 8 or more may use the vehicle safety belt if it fits properly with the lap belt low on the hips, touching the upper thighs, and the shoulder belt crossing the center of the chest. If children are not tall enough for proper belt fit, they must ride in a booster or safety seat.

Consequences for failing to properly buckle up any child under 16

- **The parent** gets the ticket if a child under 16 is not properly buckled up.
- **The driver** gets the ticket if the parent is not in the car.
- The cost of a ticket could be more than $500* per child; the fine for a second offense could be more than $1000* per child. One point is added to the driving record, which could raise insurance rates. Part of the fine money goes to a special fund to help pay for local safety seat education and distribution programs.

Related Information

- Older babies and toddlers should ride in a rear-facing convertible seat until they are at least two years old. Check manufacturer's instructions for the maximum weight (30-50 lbs.).
- Children should ride in a safety seat with a harness as long as possible (40-90 lbs., depending on the model).
- Children who have outgrown their safety seats need a booster for proper belt fit (usually until age 10-12). To find out if a child is tall enough to wear just a safety belt, try the 5-Step Test (see other side).
- Auto insurers are required to replace safety seats that were in use or damaged during a crash.

(V.C. 27315) Drivers and passengers 16 or older must be **properly buckled up** in vehicle safety belts.
The driver may be ticketed for not wearing a belt and for each unbuckled passenger. Fine is more than $100* per person.
Passengers also may be ticketed for not being properly buckled up.

(V.C. 23116) Pickup truck passengers also must be **properly buckled up.**
The driver may be ticketed for letting passengers ride in the back of a pickup truck.
Passengers also may be ticketed for not being properly buckled up.
The cost of a ticket could be more than $250* for each unbuckled adult. No exemption for camper shells.

Other Laws to Protect Children

- **Children left in vehicle (V.C. 15620):** A child 6 years old or less may not be left alone in a vehicle if the health or safety of the child is at risk, the engine is running, or the keys are in the ignition. The child must be supervised by someone at least age 12. The cost of a ticket could be more than $500.*
- **Smoking in a vehicle [Health and Safety Code 118948(a)]** is prohibited if a child under 18 is present. The cost of a ticket could be more than $500.*
- **Helmets (V.C. 21212, 21204, 27803):** Children under age 18 who are skating or riding on a bicycle, scooter, or skateboard must wear a properly fitted and fastened helmet. All drivers and passengers on a motorcycle must wear a helmet that meets federal standards, fits correctly, and has the proper label.

*Fine amounts shown include penalty assessments

***SafetyBeltSafe* U.S.A.** P.O. Box 553, Altadena, CA 91003 www.carseat.org (800) 745-SAFE

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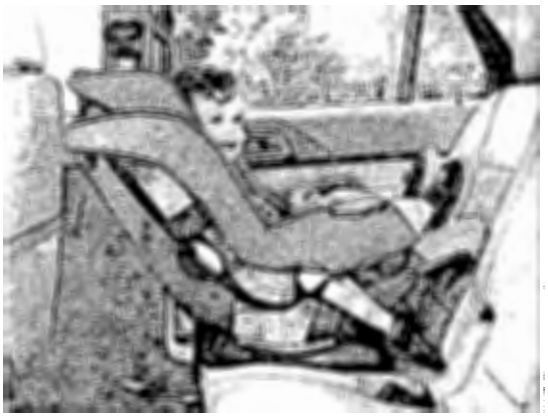
Count Down to January 1, 2017

A Year of Education about Riding Rear Facing



Do you care about a child?

Then you need to know that the law on protecting young children in the car is changing.

From January 1, 2017, children under age 2 must ride **rear facing** in safety seats (except those 40 inches tall or more or weighing 40 lbs. or more).

Riding rear facing is 5 times safer than riding facing the front of the car. Safety experts recommend that children ride rear facing for as long as possible.

The new part of the California law will not be enforced until January 1, 2017. We need to teach everyone the law before enforcement begins.

Penalty after 1/1/17: fine with court fees is $500 & a point on the license (enforced against the parent, or the driver if the parent is not present).

Each one, teach one—or more!
Spread the word: share it, post it, tag it, tweet it…

Don't wait until January 2017 to keep children rear facing until at least age 2 – start now to keep children safe!

For help and advice on the correct way to buckle up all children, visit www.carseat.org or call 800/745 SAFE or 800/746-SANO.

Congratulations to California Assembly member Cristina Garcia (Bell Gardens) whose successful introduction of the law will protect young children from the #1 cause of childhood death and injury.

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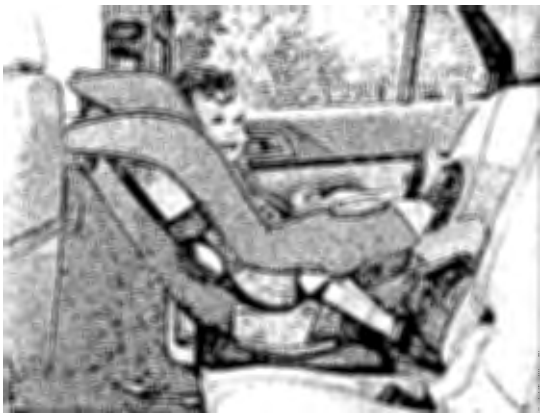
#664 (11-12-15)

Cuenta Regresiva para Enero 1 del 2017

Un Año de Educación acerca de Viajar Orientados Hacia Atrás



¿Le importa su hijo?

Entonces necesita saber que la ley sobre protección para niños pequeños está cambiando.

Empezando Enero 1, del 2017, los niños menores de 2 años deberán viajar **orientados hacia atrás** en asientos de seguridad (excepto aquellos cuya estatura es de 40 pulgadas o más o pesan 40 lbs. o más).

El viajar orientados hacia atrás es 5 veces más seguro que viajar orientados hacia el frente del vehículo. Los expertos en seguridad recomiendan que los niños viajen orientados hacia atrás tanto tiempo como sea possible.

La parte nueva de la ley de California no entrará en efecto hasta Enero 1 del 2017. Necesitamos enseñar esta ley a todas las personas antes de esa fecha.

La penalidad después de 1/1/17: la multa incluyendo cargos de la corte será de $500 & un punto en su licencia de conducir (la multa será para el padre, o para el conductor si el padre no está presente).

¡Cada uno, enseñe a uno—o más!
Difunda la palabra: compártala, publíquela, pásela, envíela por twitter…

No espere hasta Enero del 2017 para mantener a sus niños orientados hacia atrás hasta que tengan por lo menos 2 años –¡ empieze ahora a mantenerlos seguros!

Para obtener ayuda o consejos sobre la manera correcta de abrochar a sus niños, visite www.carseat.org o llame al 800/745 SAFE o 800/746-SANO.

Felicitaciones al miembro de la Asamblea de California, Cristina Garcia (Bell Gardens) cuya exitosa introducción de la ley protegerá a los niños pequeños de la causa # 1 de muertes y lastimaduras en la infancia.

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#664s (11-12-15)

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
March 1, 2016	☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Resolution declaring the month of March American Red Cross month in Sierra County.

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

BACKGROUND INFORMATION:

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

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 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 DECLARING MARCH 2016 AMERICAN RED CROSS MONTH IN SIERRA COUNTY

RESOLUTION 2016-____

WHEREAS, Sierra County has a long history of helping our neighbors in need. American Red Cross Month is a special time to recognize and thank our Everyday Heroes – those selfless Red Cross volunteers and donors who give of their time and resources to help community members; and,

WHEREAS, these heroes help families find shelter after a home fire. They give blood to help trauma victims and cancer patients. They deliver comfort items to military members in the hospital. They use their lifesaving skills to save someone from a heart attack, drowning, or choking. They enable children around the globe to be vaccinated from measles and rubella; and,

WHEREAS, the American Red Cross depends on local heroes to deliver help and hope during a disaster. We applaud our heroes here in Sierra County who give of themselves to assist their neighbors when they need a helping hand; and,

WHEREAS, across the country and around the world, the American Red Cross responds to disasters big and small. In fact, every eight minutes the organization responds to a community disaster, providing shelter, food, emotional support and other necessities to those affected. It collects 40 percent of the nation's blood supply; provides 24-hour support to military members, veterans and their families; teaches millions lifesaving skills, such as lifeguarding and CPR; and through its Restoring Family Links program, connects family members separated by crisis, conflict, or migration; and,

WHEREAS, we dedicate the month of March to all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies. Our community depends on the American Red Cross, which relies on donations of time, money and blood to fulfill its humanitarian mission:

NOW, THEREFORE BE IT RESOLVED THAT: the Board of Supervisors hereby declares the month of March as American Red Cross month in Sierra County.

ADOPTED by the Board of Supervisors of the County of Sierra on the 1st day of March, 2016, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

County of Sierra:

_____
Lee Adams
Chairman of the Board

Attest:

_____
Heather Foster
Clerk of the Board

Approved as to Form:

_____
James Curtis
County Counsel

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

MEETING DATE: March 1, 2016	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Minutes from the regular meeting held on January 5, 2016.

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

BACKGROUND INFORMATION:

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

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

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

Lee Adams, 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 met in regular session commencing at 9:00 a.m. on January 5, 2016 in the Board of Supervisors' Chambers, Courthouse, Downieville, CA.

PLEDGE OF ALLEGIANCE: Led by Supervisor Roen

ROLL CALL

Present: Lee Adams, Supervisor, Chair, District #1
Peter W. Huebner, Supervisor, Vice-Chair, District #2
Paul Roen, Supervisor, District #3
Jim Beard, Supervisor, District #4
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
Tim Standley, Sheriff-Coroner
Laura A. Marshall, Assessor/IS Manager/Solid Waste Fee Administrator

Supervisor Adams presented a gavel and stand to Chair Beard as the outgoing Chair of the Board.

PASSING OF THE GAVEL

Chair Beard passed the gavel to the new Chair, Lee Adams.

SELECTION OF VICE-CHAIR

The Board moved to nominate Supervisor Huebner as the new Vice-Chair.

APPROVED. Motion: Beard/Roen/Unanimous Roll Call Vote: 5/0

APPROVAL OF CONSENT ITEMS

The Board moved to approve the Consent Agenda.

APPROVED. Motion: Roen/Huebner/Unanimous Roll Call Vote: 5/0

14. CONSENT AGENDA

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

APPROVED, Agreement 2016-001

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)

APPROVED, Agreement 2016-002

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)

ADOPTED, Resolution 2016-001

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

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

APPROVAL OF REGULAR AGENDA

The Board moved to approve the Regular Agenda.

APPROVED. Motion: Huebner/Roen/Unanimous Roll Call Vote: 5/0

REGULAR AGENDA

2. PUBLIC COMMENT OPPORTUNITY

At 9:03 a.m. Chair Adams opened the public comment opportunity.

Mr. Jason Christian, Portola addressed the Board regarding the Governor's Proclamation of Tree Mortality Emergency and explained this is a significant opportunity for Sierra County and its northern sierra neighbors to address the high fire danger in the regions woodlands. Mr. Christian continued to review in detail the directives outlined in the proclamation and suggested the Board add this to a future meeting agenda for discussion.

Chair Adams commented that RCRC has a seat on the mortality working group and he has been attending those meetings and will bring this information to the Board as it comes forward.

Supervisor Roen commented that the biomass committee hasn't appointed a chair yet, but once this is done they will start making contact and having these conversations.

Mr. Tom Dotta, Loyalton expressed concerns with unacceptable behavior of two County Supervisors. Mr. Dotta further read an email he received from Supervisor Huebner and expressed concerns that this discrimination is driving the majority of the Board to support the retaliation against him with the resolution declining the State of Jefferson which he is Chair of for Sierra County. Mr. Dotta added this will bring harm to him and to the people of Sierra County. This retaliation is apparent by with the statement that "he will never get anything done on the eastern side in the near future" and the Board should be cautioned that this is construed as retaliation against him and those he represents just because he exercises free speech.

3. COMMITTEE REPORTS & ANNOUNCEMENTS

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

No reports were given.

4. DEPARTMENT MANAGERS' REPORTS & ANNOUNCEMENTS

The Sheriff briefly reported the heating issues at the Loyalton Substation have been resolved; the department just hired a new dispatch/correctional officer; and the department currently has another dispatch/correctional officer and deputy going through the background process so hopefully all available positions in the department will be filled by this summer.

The Director of Health and Human Services provided an update on Environmental Health and water quality with respect to the Department's requirement by the Central Valley Regional Water Control Board to submit a letter regarding the County's intention on Local Agency Management Program (LAMP) for water quality. The state has imposed a new two tier system and Sierra County is one of 50% of counties that run our Health Departments in the red and is subsidized by realignment funds. The Department has to respond by May, so he is meeting with the Planning Director to determine what the costs would be for the required study and will report back to the Board on this. The Director further requested responding back to the Regional Water Control Board acknowledging their request.

5. FOREST SERVICE UPDATE

Chair Adams indicated that Yuba District Ranger Karen Hayden was not going to attend today.

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

Ms. Mary Ervin presented the Board with the California State Fair 2015 participation plaque and also informed the Board that they have submitted the application to participate in the 2016 California State Fair.

6. AUDITOR / TREASURER-TAX COLLECTOR - Van Maddox

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.

The Auditor provided background on the item noting these are properties that have defaulted on their taxes in the past five years and can be legally sold. Three (3) of these properties are being sold as one package which is the Loyalton Mobile Home Park and the amount owed to the County is $303,400. Following a discussion with the County Assessor, this amount doesn't appear to be an inappropriate amount to sell this property. The Auditor added he believes a letter from the state suspending the permit to operate as a mobile home park is forthcoming which will lead to revocation of the property being operated as a park. The Auditor concluded that he believes this is still a viable park and would recommend leaving the sales price at $303,400 and this will come back to the Board for a vote at the next meeting.

In response to Supervisor Schlefstein's inquiry, the Auditor explained the mobile home park would go up for sale in April and if no one buys it the state would probably move forward with the revocation of the permit. If this happens, the property would probably be put back out to sale as raw land next year. The Auditor continued to explain he doesn't believe the current sale price is a deterant to those who would buy and operate a mobilehome park.

Supervisor Adams questioned with respect to the other properties listed, if there has been any contact with the neighbors of the property to see if they want to purchase it.

The Auditor explained his office did perform a silent bid and will probably do it again the next time it goes up for sale.

Considerable discussion ensued regarding the Tax Collector recommending the stated minimum bids; the revocation of the permit placing the burden on the City of Loyalton and the County and has a number of social issues, etc.; and what the timeline of revocation is once the suspension is in place.

Supervisor Schlefstein further questioned what the Assessor would assess this property at if it was purchased at $303,400.

The Assessor explained this wouldn't be considered a market sale and they would contact other counties for any other sales. If there were none they might consider this as the value but they cannot make a pre event appraisal. The Assessor added they wouldn't treat this property any differently than any other property in the County.

The Tax Collector also explained this is not an arms-length sale as the County cannot set the price higher than what is owed in taxes and penalties.

Discussion ensued regarding how the mobile home park property would be appraised following the tax sale; back liens on the property; and any proceeds received above what is owed to the County would be allocated to others with liens on the property.

Following discussion, this item was continued to the next meeting for action.

9. PUBLIC WORKS / TRANSPORTATION - Tim Beals

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

The Director of Transportation explained there are a number of roads that are seasonally closed due to inclement weather, etc. and there is no authority without the Board's approval to close these roads. There are emergency close orders that can occur with a legitimate emergency, however to post a road as closed there has to be some support in an ordinance fashion giving the Board and/or the Road Commissioner, Public Works Director or Director of Transportation to make those closures.

The Director further expressed concerns with individuals accessing these back roads who get stuck and become a search and rescue; the significant resource damage to the roads; and the Sheriff's office having to divert resources to individuals who are stuck miles away from paved roads.

The Director continued to explain that most of these occurrences are happening on county roads that bisect federal land and the federal law enforcement side is not responding. The Director further questioned if the Board has the desire to consider a policy with respect to access to these roads and what resources should and can the Forest Service provide to access the public who gets lost on federal land from county roads.

Chair Adams suggested bifurcating the two issues of what the County should be doing and what the Forest Service should be doing. Chair Adams added with respect to the County is it time to officially close these roads and leave it to CHP and the Sheriff on how they are going to enforce it.

Supervisor Schlefstein referred to a similar discussion a few years ago and the Board receiving push back due to recreational access to these roads. He would lean toward open access for the public policy and not try to micro manage the roads around here. Supervisor Schlefstein added with respect to the Dog Valley Road, possibly separating this road out as it has had so many problems.

The Director clarified in the past they have put up advisory signs on these roads.

Chair Adams suggested referring this to the Board of Supervisors Public Works, Road and Solid Waste Committee to vet some ideas. Chair Adams also suggested with respect to the problematic roads, to come up with a humorous sign to get their attention versus being too draconian in closing these roads.

The Sheriff explained he understands and appreciates the recreational aspect; however, the problem is when people get stuck the tow calls are coming in on 911 as tow trucks won't go out on these unpaved roads. It takes at least an hour for an officer to respond to the backside of Verdi/Bordertown which leaves the department without anyone in the community to respond. The Sheriff further indicated he is in favor of vetting this with the committee and coming up with a game plan.

Ms. Julie Osburn, Sierra County resident indicated she agrees with Supervisor Schlefstein's comments and doesn't believe the 1% of those that get into trouble should cause the road closures and ruin public access for the rest of the public; rather she believes the County should come up with a way to charge those people and use these funds to hire another officer to deal with the 1%.

Mr. Don Yegge, Sierra Brooks believes the signs need language to indicate where the roads are actually closed.

By consensus, the Board referred this issue to the Public Works, Roads and Solid Waste Standing Committee.

Supervisor Adams further questioned how the Board wants to address the Forest Service side of this issue. He was informed by the Sheriff that the Humboldt-Toiyabe National Forest (NF) has offered the County $1,500 this year for the law enforcement cooperative

contract which reimburses the County for routine patrols on the national forest. In reviewing prior year contracts the Tahoe NF contract in 1981 was $27,692 and if you take that amount with a cost of living adjustment from 1981 to today the contract should be $75,346.

The Sheriff added that the Tahoe NF 2015 contract was $13,000 and in 2012 it was $24,000.

Chair Adams added that the Humboldt-Toiyabe NF contract in 1982 was in the amount of $13,400 and should now be $35,971, so just these two contracts alone are $110,000 to the County. Also, the Plumas NF contract in 1999 was $3,000 and with the cost of living adjustment it should now be $5,200.

Chair Adams further suggested sending a letter to the Forest Service explaining this issue, inquire how they are treating other counties and also query what the Forest Service's internal law enforcement program is costing them these days. He would suggest the Forest Service is taking the money that was reserved to counties and diverting it to their own use and giving counties the scraps.

The Sheriff clarified that the numbers for the Tahoe NF contract includes the Plumas NF.

The Director added that the impact from the Reno/Sparks area to the Long Valley and Dog Valley areas is off the charts and has increased considerably since the 1980's.

By consensus, the Board authorized drafting a letter to the Forest Service.

Chair Adams clarified the draft letter will be brought back to the Board for approval.

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.

The Assessor briefly explained this is a renewal of the existing contract with an increase to the base contract fee.

The Board moved to approve the agreement for professional services between Allen A. Haim and the County of Sierra to provide legal services to the Assessor.

APPROVED, Agreement 2016-003. Motion: Huebner/Roen/Unanimous Roll Call Vote: 5/0

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.

The IS Manager indicated three bids were received and reviewed by IS staff to make sure the contract meets the requirements in the RFQ. The IS Manager indicated she would like to accept the contract from Ultra Link in the amount of $29,656.89. The IS Manager also reviewed the funding break down, noting the general fund share of cost will be $1,910.98 and she would request using the remaining amount authorized for the annual payments for the new phone system to cover the general fund expense.

The Board move to adopt the resolution approving the agreement between the County of Sierra and Ultra Link Cabling Systems, Inc. for the Network Cable Addition Project and authorized using the remaining amount for annual payments for the new phone system to cover the general fund expense of $1,910.98.

ADOPTED, Resolution 2016-002, and **APPROVED,** Agreement 2016-004. Motion: Roen/Huebner/Unanimous Roll Call Vote: 5/0

13. TIMED ITEMS

13.A. 10:00AM 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.

The Clerk briefly explained that Mr. Scott was unable to attend the meeting and has provided his argument in an email that has been distributed to the Board.

Deputy County Counsel recommended when the Board closes the hearing to make a motion of intent and direct County Counsel to come back with findings that would reflect the Board's final decision.

The Solid Waste Fee Administrator indicated that the property is located at 23 Johnson Way in Downieville and distributed and reviewed in detail the following exhibits:

Exhibit 1 – Portion of Sierra County Code pertaining to Section 15.12.080 - Rl Residential One Family District – 1 page

Exhibit 2 – Section 8 of the Sierra County pertaining to the definition of "single family residence" – 4 pages

Exhibit 3 – Sierra County Resolution No. 2015-061 – 12 pages

The Fee Administrator concluded that this property meets the definition of a single family residence in the Sierra County Code and as such her recommendation is to deny the appeal as this property meets the requirement of having a fee assessed.

The Fee Administrator also clarified that there is a system in place to remove a single family residence from the definition of residential by contacting the Building Department and severing specific service requirements that set the property as a home. Mr. Scott has chosen not to do this, so the fee has been applied correctly.

In response to Chair Adams' inquiry, the Solid Waste Fee Administrator indicated Mr. Scott was notified of the alternative to convert the property to another use.

Chair Adams explained this is not unlike some other appeals the Board has previously had and he appreciates folks with multiple homes who can only be at one place at a time. However, this is similar to his situation with his AT&T bill at his house in Inyo County, wherein he chooses to pay $31 a month as AT&T has warned him that if he cancels the service he will not get it back. He appreciates the frustration but it seems the service is available and if Mr. Scott chooses not to use it, this is his decision.

The Board made a motion of intent to deny the appeal and directed County Counsel to draft the resolution with findings.

INTENT TO DENY. Motion: Roen/Huenber/Unanimous Roll Call Vote: 5/0

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)

Chair Adams provided background on the matter explaining he didn't necessarily want to get in the middle of this issue as he realizes there are strong passions on both sides of the issue. However, he is somewhat bothered by the fact that unverified petitions are purporting to represent Sierra County as a legal entity. It seems to him either this Board or the voters of the County should be weighing in on this versus unverified petitions. This really speaks about what kind of reputation we have or want in Sacramento with respect to the state regulatory agencies.

Chair Adams added the reality of this is Sierra County has a $23.9 million annual operating budget and $10.05 million of this is received from the state, $2.2 million is received from the federal government, and $3.7 million is received from local property taxes. He is not personally willing to play double down or roulette with 42% of the County's income. The 2016/17 budget is going to be rough with the loss of the secured rural schools funding and a decrease in HUTA funding. Also, 70% of Sierra County is national forest lands and many of our regulation gripes are with the federal government, so regardless of whether we are the State of Jefferson or State of California our gripes with the federal government will remain the same.

Chair Adams concluded this is all about a website stating Sierra County declared on 9/29/2015 to join the State of Jefferson and he would like to point out to whoever this is being sold to, that from this Board's view point that is not the case.

Supervisor Schlefstein referred to the petitions, explaining when citizens go out and into their communities with a petition this concept is called direct democracy and this is what free citizens in a constitution republic do; they took advanage of their rights in protest of what is currently going on with the state. He agrees we haven't heard from them and hasn't seen a presentation yet; however, he doesn't believe this resolution is necessary and he is not going to vote for it. This is not necessarily because he doesn't agree with one side or another at this point.

Supervisor Beard indicated he takes exception of the Board not supporting the State of Jefferson as he is member of the Board and does support the State of Jefferson. He also represents the people of District 4 and the majority of the people in District 4 support the State of Jefferson.

Chair Adams indicate he appreciates the direct democracy comment, but there is a difference in his mind between petitions and unverified petitions. There are two options open to the citizens to take official/verified action: one, gather verified petitions for an advisory measure on the ballot; or two, convince the majority of this Board to make a declaration of the Board. Neither action has been done. Again, he takes the petitions seriously, however he would like them verified to know there is in fact the representation of Sierra County.

Chair Adams continued to note there was the ability to put this on the ballot and his understanding is there will be some declaration in Sacramento tomorrow, so this is somewhat of a time sensitive issue. At the end of the day this Board and the County is represented by a majority of the members of the Board and he is comfortable with whichever way this goes.

The Board moved to deny the resolution declining to join the proposed State of Jefferson and advocating improved representation of rural California counties.

FAILED. Motion: Beard/Schlefstein/Failed (Supervisors Huebner, Roen and Adams NO)

Supervisor Huebner indicated he would like to hear from the public on this issue. He received a number of phone calls regarding this and he believes this is up to the public to make this decision when it goes to the ballot and not based on his opinion as a supervisor. Supervisor Huebner continued to express concerns of hearing from other counties that the Sierra County Board of Supervisors voted to declare joining the State of Jefferson.

Ms. Julie Osburn, Sierra County resident in support of the State of Jefferson indicated their committee held multiple town hall meetings which four members of the Board of Supervisors attended. They have heard that Supervisors Adams and Huebner were not in favor of this and they never heard back from Supervisor Roen. They didn't feel the need to reeducate the Board as they held town hall meetings for them. They are asking the Board to represent over 1000 people who have signed the petition, which is actually a statement of

support. The State of Jefferson is not going to spend $15,000 for a vote from the public when they can go out and volunteer their time to educate the people and get signatures supporting this. She would like the Board to recognize that those who are here from the State of Jefferson are here to represent 1000 people who have signed their statement of support. Also, she would like point out that Cindy Ellsmore and HSRA are here to support their side of this and they have not seen any statement of support from Keep it California.

In response to Chair Adams' inquiry, Ms. Osburn clarified that their committee has verified 850 of the 1000 signatures which is over 51% of the voting populous in the General Election held in 2014.

Mr. Tom Dotta, Sierra County resident and Chair of the State of Jefferson Committee also referred to the town hall meetings and the attendance by members of the Board. He also referred to an email from Chair Adams who indicated he would not vote to put this on the ballot, but would rather see the citizens put it before the voters if they wish; a letter dated 9/2/15 he mailed to the Board and the Clerk asking for a letter in support of the people; and an email dated 8/26/2015 sent to his District 3 Supervisor which he didn't receive a response to.

Mr. Dotta further reviewed in detail his concerns with the proposed resolution including the resolution not mentioning California being $3 trillion in debt from unfunded liability due to California's inability to manage money; the urban people having a different set of needs than rural people; there are only six representatives north of Sacramento and 114 south of Sacramento; the statement that Sierra County is a welfare county and where does the County's money go; the State of Jefferson having provided the necessary financial statements on the State of Jefferson's website and the County Supervisors should have taken the time to read the information they acquired; not the County's job is not to provide jobs to support the economy, rather it is to provide an atmosphere where they can partner with the private sector to help and not strangle them; the California Fish and Wildlife not paying their bills; the number of schools that have closed in the County; Sierra County not having a full time jail; and Sierra County not being able to afford to provide the $11,000 to the Sierra County veterans.

Mr. Dotta added that the State of Jefferson will take care of their resident's needs and not the $100,000 retirements and paychecks. In closing, the Board has left as a record over the past year of massive school closings due to regulation and job loss; loss of health care; a huge issue with the trailer park; the closing of the Loyalton Mill and Co-gen Plant; the loss of the bank in Loyalton; the school buses are now operated by an out of county operator; the landfill is closing; and businesses are struggling. However, the Board still wants to be a part of debt-ridden California.

Mr. Dotta further questioned how many millions of unfunded liability does the County owe and will pass on to their kids and grandkids. The State of Jefferson represents the people.

Chair Adams referred to Mr. Dotta's comments regarding urban versus rural, noting with the exception of San Francisco every county has rural. With respect to equal representation, he understands the frustration with the makeup of the legislature, but as it stands it is equal; one person one vote. Also, one doesn't have to attend one of the State of Jefferson meetings

to become educated on this subject. As far as state economies go, Nevada had a worse debt problem than California had at the height of the recession.

Chair Adams continued to explain that California has some real tough issues. Part of its frustration is the income tax paid by the richest of Californians and when they do well the state does well, but when they don't the state doesn't. Also, the Department of Fish and Wildlife has been a poor neighbor and property owner, but through the efforts of CSAC and RCRC they have started paying and are working on getting payments in arrears. Alpine County is the only other county without a full time jail. The State of Nevada has had this same debate where those folks of Incline Village wanted to separate from Washoe County because they don't feel represented by the Truckee Meadows basin.

Chair Adams also addressed the Veterans Service Officer (VSO) issue, noting Alpine County does not have internal VSO and their closest officer is located in South Lake Tahoe. Inyo and Mono County share a VSO stationed out of Bishop.

Chair Adams further clarified that his concern is to provide basic services to the people of Sierra County including police protection, fire protection, medical protection, clear roads to get to emergency services, etc.

Supervisor Huebner indicated his district includes Verdi, California and in the last three years he has attended a number of Reno City Council meetings for Verdi and what he is hearing from the Reno City Council is they are broke and almost filing for bankruptcy.

Ms. Nordis Ostrom, fifth generation Sierra County resident and retired school teacher, explained that in her capacity as a school and union representative she was privy to school budgets. Ms. Ostrom continued to refer to the amount of funding schools receive from the state to run small schools. With respect to the State of Jefferson she hasn't seen the planning to develop a budget to see where those funds are coming from. She feels it would be irresponsible of the Board to approve anything moving forward with the State of Jefferson based on the fact that there is a lot of ignorance; we need something that is really defined, researched and is realistic. Ms. Ostrom added that the US Constitution dictates how many representatives we have and it is based on population, so we would have to change the constitution. Also, without the larger populations in this state she doesn't see how we could maintain any school at all; it just isn't feasible.

Supervisor Schlefstein noted there are two groups that disagree with each other, he understands both sides especially the State of Jefferson side. Supervisor Schlefstein reiterated that he doesn't believe the Board needs to do anything; why is the Board involved in making a statement for one side or the other, rather this should be left up to the people.

Supervisor Beard expressed concerns with Ms. Ostrom's comments regarding the State of Jefferson movement being based on ignorance. Supervisor Beard continued to express concerns with saddling his kids and grandkids with a trillion dollars of debt, noting this is what he relates to being ignorant.

Chair Adams noted his only frustration with this is the unverified petitions purporting to represent Sierra County, otherwise he would have been happy to stay out of this.

Ms. Osburn indicated that no one said the State of Jefferson was going to be easy and also questioned what the other 49 states do without California's money. The declaration to include Sierra County based on signatures of the people has already been executed. They do not need the Board's permission or approval; Sierra County will be included in the legislation and/or the court case. She would urge the Board not to adopt this resolution as they are basically spitting in the faces of the 850 people who signed their declaration.

Chair Adams referred to the comment regarding what other states do without California's money, noting these states don't live without California's money. For every $1.09 California pays to the federal government we only get $1.00 back and Texas, for example, pays $0.91 and gets $1.00 back.

Ms. Dawn Brown, Sierra City indicated she doesn't believe the Board has a good choice in either capacity. This movement must go through the legislative process regardless of whether the Board adopts the resolution and she would think the Board should remove themselves from this business and let the people of California vote on it.

Ms. Lynn Steward, Sierra City stated California is too big a state to govern fairly.

Ms. Cindy Ellsmore, Sierra City thanked Caltrans for their excellent service to Sierra County. Ms. Ellsmore added she is in support of the proposed resolution to decline joining the State of Jefferson. Thirteen county boards have heard the impacts of this proposal and have declined to join this misguided anti-government effort. Keep it California's presentation to the Board of Supervisors in December clearly showed the financial impacts on county services and schools. They found that $18 million, over 60% of schools and county budgets, are provided by the state; contrast that with the $1.3 million county residents pay in state income taxes. Even the State of Jefferson model shows large tax increases; over 700% for Sierra County residents to maintain the current level of services and quality of life. The job losses alone would be devastating to families, schools and businesses without the State of California's support. The promise of lower taxes is false.

Ms. Ellsmore added that governing is education of the parties involved from the legislature and administrative agencies to your own constituents and ultimately it is about compromise. The State of Jefferson proponents are very interested in representation but not having people vote on this issue, if so they would start a state initiative to gather signatures to split the state or alternatively increase the number of legislators. Instead, they are gathering signatures that will not and cannot be validated. Ms. Ellsmore further requested the Board vote in favor of the resolution before them declining to join the State of Jefferson.

Mr. Don Yegge, Sierra Brooks noted he had originally had signed the statement of declaration as they feel mistreated by California; however, he requested removing his name from the statement after seeing the financial impacts. Mr. Yegge added he supports Chair Adams' resolution as he knows just from past initiatives put on the ballot, Sierra County voted

it down. If the state senate and legislature are allowed to think we are strongly in support of the State of Jefferson, then they can play games with us and things could get worse for Sierra County.

Chair Adams noted he had a discussion with the Clerk regarding the local initiative process and the cost for putting this on the ballot is minimal especially if done during a regular election cycle. If this is consolidated with the November ballot it takes 10% of the voter's signatures who voted in the last election.

Chair Adams clarified that this resolution is stating, to any group purporting to represent the County, this Board has not taken an action to support this effort, and if anyone brings forward a ballot initiative he will support this initiative process.

In response to Mr. Dotta's inquiry, the Clerk clarified the County has not adopted an ordinance implementing the fee to file an initiative.

The Board moved to table the proposed resolution indefinitely.

FAILED. Motion: Schlefstein/Beard/Failed Roll Call Vote: 2/3 (Supervisors Huebner, Roen and Adams NO)

Following further discussion, the Board moved to adopt the resolution declining to join the proposed State of Jefferson and advocating improved representation of rural California counties.

ADOPTED, Resolution 2016-003. Motion: Huebner/Roen/Majority Roll Call Vote: 3/2 (Supervisors Beard and Schlefstein NO)

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.

Deputy County Counsel briefly introduced the item noting this was prepared as a more cost effective option versus having the Plumas County Veterans Service Officer (VSO) travel to Loyalton.

Supervisor Roen indicated that the Chair sent an email to the state for clarification on whether there is a match required and what the County can do to provide services within the County as there are none. Supervisor Roen further urged the Board to refer this to an ad hoc committee to vet this further in order to support the veterans in the County the best way possible.

Chair Adams explained he wrote to CalVet and questioned whether a local match is necessary to receive the funding and if so, what is the match percentage; if the funding could be split between Plumas and Nevada County to provide better services countywide; if the

funding could be used to reimburse mileage; and also for a breakdown of state funding by each county.

Chair Adams also mentioned that he reviewed the CalVet website and El Dorado County provides services in both Placerville and South Lake Tahoe; Nevada County provides services in Grass Valley only, so Truckee veterans have to drive to Grass Valley or go to Reno, NV; Alpine does not have a VSO and the closest officer is in South Lake Tahoe or Amador County; and Inyo and Mono County have a joint venture, so presumably Mono County passes it's funding to Inyo County. Inyo only provides services in Bishop which is 84 miles from Bridgeport, so it is easier for someone in Bridgeport to go to South Lake Tahoe which is only 62 miles away.

Mr. Don Yegge, Sierra Brooks provided background on the matter noting the money sent to Sierra County was passed through to Plumas County through an MOU and that funding was cut in half. Mr. Yegge added that he informed Jimmy LaPlante (Plumas County VSO) that the majority of the vets are on the west side of the county and he agreed. He also discussed with Mr. LaPlante about making plans to expand services to the west side of the County.

Mr. Yegge further explained that in order to receive any funding from CalVet, the County has to have a paid VSO with a designated office. The Board's offer to pay for mileage isn't a bad one, but he doesn't believe CalVet would do it. He does believe there is funding available through the Department of Health and Human Services, there just needs to be a request from the public to provide mental health services to the veteran.

Chair Adams further addressed a letter that went out stating what the Board did was offensive, noting he wants to make sure the services are as equal as possible throughout the County; their intent is to do this better and see what kind of money the County can leverage through the state to provide the best services possible.

By consensus the Board referred this matter to an ad hoc committee consisting of Supervisors Roen and Beard and Chair Adams to serve as an alternate.

The Auditor clarified that the Mental Health Services Act funding can't be used for veteran services, but may be possible to use for outreach.

10. COUNTY SERVICE AREA BOARD OF DIRECTORS

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

At 12:10 p.m., Chair Adams recessed the Regular Board meeting and reconvened as the County Service Area Board of Directors.

At 12:11 p.m., Chair Adams adjourned as the County Service Area Board of Directors and reconvened as the County Board of Supervisors with all members present.

ADJOURN

At 12:12 p.m., with no further business, Chair Adams adjourned the meeting.

_____
LEE ADAMS, CHAIR
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

AGENCY ON AGING AREA 4

February 12, 2016

The Honorable Lee Adams, Chair
Sierra County Board of Supervisors
100 Courthouse Square, Suite 11
P.O. Box Drawer D
Downieville, CA 95936

RE: SIERRA COUNTY MATCHING CONTRIBUTION FOR FISCAL YEAR 2016-2017

Dear Supervisor Adams and Members of the Board:

I am writing this letter to request your Board's continuation of financial support to Area 4 Agency on Aging (A4AA) in the upcoming fiscal year beginning July 1, 2016. Sierra County's contribution, combined with the match contribution from the other six county members of the Joint Powers Authority, allows A4AA to provide a variety of critical services for older residents of Sierra County and our seven-county service area.

The A4AA Governing Board's request for matching funds from the County of Sierra will increase for the next fiscal year due to an increased population and an increased rate to **$.78** per person 60 years of age and older. Therefore we are requesting an amount of **$923** in match contribution.

Attached is an information sheet, which outlines the matching dollar request based upon senior population in each county, and a service provider list identifying funding source, service provider, program category and funding award.

As you know, it is important that we make this request early in order for County staff to review and include this information in the County Budget for the new fiscal year.

Currently, your county is receiving approximately **$102,331** in Federal and State grants for nutrition, supportive services, and other programs. Sierra County's financial support is vital to the continuation of programs serving seniors in your county. The requested match of **$923** together with the match from Nevada, Placer, Sacramento, Sutter, Yolo, and Yuba, will allow us to continue to provide grant awards of over $9M in fiscal year 2016-17.

If you have questions concerning this request, please do not hesitate to contact Pam Miller, Executive Director or Lynda Webb, Fiscal Administrator at (916) 486-1876.

Thank you for your continued support.

Sincerely,

Nate Beason, Chair
A4AA Governing Board

c: Supervisor Scott Schlefstein, A4AA GB Member
Supervisor Jim Beard, A4AA GB Alternate
Clerk-Recorder Heather Foster

Enclosures:
Attachment A, County Matching Funding Request for FY 2016-2017
Attachment B, A4AA County Funding in Sierra County Table

Attachment A

COUNTY MATCH CONTRIBUTIONS
FY 2016-17

Current County Match Amounts (FY 2015-16)			Fiscal Year 2014-15	
County	Dept. of Finance 60+ Population Projection for 2015	FY 2015-2016 County Matching Amount ($0.68 per capita)	AAA4 Funding by County	Funding Received per Dollar Contributed
Nevada	32,316	$ 21,975	$ 704,778	$ 32.07
Placer	86,493	58,815	1,522,164	25.88
Sacramento	273,208	185,781	5,345,435	28.77
Sierra	1,157	787	102,331	130.07
Sutter	19,279	13,110	356,403	27.19
Yolo	35,483	24,128	704,088	29.18
Yuba	13,151	8,943	281,157	31.44
Total	**461,087**	**$ 313,539**	**$ 9,016,356**	**$ 28.76**

FY 2015 - 2016 County Population Figures			Proposed Match FY 2016-17	
County	Dept. of Finance 60+ Population Projection for 2016	Increase in Population Age 60+ (CY 2015-2016)	Increase in Additional Matching Funds to Counties ($0.78 per capita)	FY 2016-2017 Proposed Matching funds
Nevada	33,184	868	$ 677	$ 25,884
Placer	89,267	2,774	2,164	69,628
Sacramento	282,971	9,763	7,615	220,717
Sierra	1,183	26	20	923
Sutter	19,960	681	531	15,569
Yolo	36,901	1,418	1,106	28,783
Yuba	13,834	683	533	10,791
Total	**477,300**	**16,213**	**$ 12,646**	**$ 372,294**

Minimum Match from FY 2015-16 Amendment 2	**$ 359,539**
Match Overage/(Shortfall)	**$ 12,755**

Attachment B

A4AA Funding in Sierra County

FY 2015-16 Funding Awards			
Service Category	**Funded Partner**	**Program Title**	**Total Award**
All Programs	AAA4	Administration	$7,611
III-E	AAA4 Caregiver Services	Caregiver & Grandparent Information	681
III-D	AAA4 Disease Prevention & Health Promotion	Falls Prevention/Nutrition Education	410
III-C1	AAA4 Nutrition Services	Congregate Nutrition Education	222
III-B	AAA4 Supportive Services	Supportive Services	5,285
III-B	FREED Center for Independent Living	Home Modifications	1,930
III-B	Inc. Senior Citizens of Sierra County	Information & Assistance	15,812
III-C1	Inc. Senior Citizens of Sierra County	Congregate Meals with NSIP*	31,013
III-C2	Inc. Senior Citizens of Sierra County	Home-Delivered Meals with NSIP*	22,848
III-B	Legal Services of Northern California	Legal Services	3,065
III-B	Legal Services of Northern California	Ombudsman	791
VII(a)	Legal Services of Northern California	Ombudsman	1,005
Federal Citations Penalty	Legal Services of Northern California	Ombudsman	2,483
VII(b)	Legal Services of Northern California	Elder Abuse Prevention	347
HICAP	Legal Services of Northern California	HICAP	8,265
MIPPA	Legal Services of Northern California	MIPPA	563
	Total	FY 2015-16	$102,331
		Total Funding for All Counties	*$9,016,356*

* (NSIP) Nutrition Services Incentive Program