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

Lee Adams, Chair, District 1
P.O. Box 1 - Downieville, CA 95936 - 530-289-3506 - supervisor1@sierracounty.ca.gov
Peter W. Huebner, Vice-Chair, District 2
P.O. Box 349 - Sierra City, CA 96125 - 530-862-1004 - supervisor2@sierracounty.ca.gov
Paul Roen, District 3
P.O. Box 43 - Calpine, CA - 209-479-2770 - supervisor3@sierracounty.ca.gov
Jim Beard, District 4
P.O. Box 1140 - Loyalton, CA 96118 - 530-414-8126 -jbeard@sierracounty.ca.gov
Scott A. Schlefstein, District 5
P.O. Box 192 - Loyalton, CA 96118 - 530-993-4900 - supervisor5@sierracounty.ca.gov

The Sierra County Board of Supervisors will meet in regular session commencing at 9:00 a.m. on March 15, 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. **PLANNING / BUILDING - TIM BEALS**

6.A. Second reading and adoption 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: Amendment to Section 15.12.300.80(a) RR-5 District.pdf

6.B. Request to set public hearing on Zoning Ordinance Amendment to comply with current housing law and Housing Element Guidelines regarding Emergency Shelters, Transitional and Supportive Housing.

Documents: Zoning Ordinance Public Hearing.pdf

6.C. Resolution taking action on Irrevocable Offers of Dedication for the Evelyn Church Trust 1990 Parcel Map, and Robert Church Applicant.

Documents: Church-Offer of Dedication.pdf

6.D. Discussion/direction regarding continued analysis of the fire protection services at Verdi (California portion) and request for continuation of ad-hoc committee (Supervisors Huebner and Roen) including authorization to meet with Truckee Meadows Fire District, City of Reno, Sierra County Fire Protection District, and the community as may be

necessary and to continue seeking long-term solutions to the delivery of emergency fire services.

Documents: Verdi Fire Protection.ROP.pdf

6.E. Resolution amending County Water Policy Resolution (Resolution 2013-041) to clarify expectations of the Sierra Valley Resource Conservation District involving lands and agricultural facilities and water diversion works within its district and/or within the Little Truckee River watershed that benefit agricultural users within its district boundary.

Documents: SVRCD Watershed.Item.pdf

6.F. Approval and authorization to implement promotion that was mistakenly omitted from the approved County budget.

Documents: Promotion.Item..pdf

7. **OFFICE OF EMERGENCY SERVICES (OES) -TIM BEALS**

7.A. Resolution allocating funding provided to the County from the State Homeland Security Grant Fiscal Year 2015 in the amount of $78,146.00.

Documents: FY 15 HSG Expenditures.pdf

8. **BOARD OF SUPERVISORS**

8.A. Approval of letter to state legislative budget committees regarding funding of state Payment In Lieu of Taxes (PILT) funding. (CHAIR ADAMS)

Documents: PILT.pdf

8.B. Resolution urging the state to provide new sustainable funding for state and local transportation infrastructure. (CHAIR ADAMS)

Documents: State Transportation funding.pdf

8.C. Discussion/action regarding Forest Service response to Transient Occupancy Tax (TOT) and cooperative law enforcement program issues. (CHAIR ADAMS)

Documents: Forest Service TOT.pdf

8.D. Discussion/direction regarding options for providing services to Sierra County veterans. (SUPERVISOR ROEN)

Documents: Veteran Services.pdf

8.E. Appointment to the Cemetery District No. 2. (CLERK OF THE BOARD)

Documents: Cemetery District 2 Appointment.pdf

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

9.A. Second reading and adoption 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

9.B. 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: Marijuana Ordinance.pdf

10. **TIMED ITEMS**

10.A. 10:00 AM PUBLIC HEARING - VACATION OF UNNAMED ALLEY IN SIERRAVILLE

Public Hearing and adoption of resolution vacating an unnamed alley in Sierraville at the request of Jerome McCaffrey, as depicted in Book 15, Page 5 of Assessors Parcel Maps and as shown on attached Exhibit A to the resolution.

Documents: Vacation.Sierraville.Item.pdf

10.B. 11:00 AM SOLID WASTE LANDFILL

Presentation by Avalex Engineering and Consultants, and direction to staff, on the closure planning documents for the Sierra County Landfill.

Documents: Avalex Presentation ROP.pdf

11. **CONSENT AGENDA**

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

11.A. Resolution authorizing the submittal of a regional application for the CalRecycle Beverage Container Recycling City/County Payment Program. (PUBLIC WORKS)

Documents: Beverage Container City-County Program Packet.pdf

11.B. 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: Substance Use Disorder.pdf

11.C. Amendment to Agreement 2015-098 for professional services between Mary Lowe, MFT and the County of Sierra. (BEHAVIORAL HEALTH)

Documents: Mary Lowe.pdf

11.D. Minutes from the regular meeting held on January 19, 2016. (CLERK-RECORDER)

Documents: 01192016 Minutes.pdf

12. **CORRESPONDENCE LOG**

12.A. Application for Alcoholic Beverage License submitted by Sherali Grocery Company, Inc.

Documents: Downieville Grocery Alcohol Beverage License Applicaiton.pdf

12.B. Application for Alcoholic Beverage License submitted by Sherali Food Company, Inc.

Documents: Two Rivers Cafe Alcohol Beverage License Application.pdf

12.C. Application for Alcoholic Beverage License submitted by Sherali Gas Company, Inc.

Documents: Downieville Motors Alcohol Beverage License Application.pdf

12.D. Letter from Karma Hackney, CalOES regarding the U.S. Small Business Administration declaring Sierra County a disaster designation due to drought severity levels of D2 (for eight consecutive weeks), D3 or D4 as identified on the U.S. Drought Monitor.

Documents: U.S. Small Business Adminitration.pdf

12.E. Letter from Karma Hackney, CalOES regarding the U.S. Department of Agriculture granting a Secretarial disaster designation for Sierra County as reported on the U.S. Drought Monitor.

Documents: U.S. Department of Agriculture.pdf

12.F. Letter from Michael Filippini resigning from the Sierra Valley Resource Conservation District.

Documents: RCD resignation letter.pdf

ADJOURN

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

MEETING DATE: March 15, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent
DEPARTMENT: Planning Dept. **APPROVING PARTY:** Tim Beals **PHONE NUMBER:** 530-289-3251	

AGENDA ITEM: Second reading and adoption of an amendment to Section 15.12.300.80 (a) to 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: On March 1, 2016 the BOS held the introduction and first reading of the ordinance.

FUNDING SOURCE: NA
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 #

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SIERRA REPEALING ORDINANCE No. 980 IN ITS ENTIRITY AND RE ENACTING AN ORDINANCE TO RECTIFY AN INCORECT ASSESSOR PARCEL NUMBER

THE BOARD OF SUPERVISORS OF THE COUNTY OF SIERRA HEREBY ORDAINS AS FOLLOWS:

ORDINANCE SECTION 1

Sierra County Code Ordinance No. 980 Is Hereby Repealed In Its Entirety

ORDINANCE SECTION 2

Sierra County Code is hereby amended adding Assessor Parcel Number's 006-030-117 & 006-030-118 to the Rural Residential -5Acre Minimum (RR5) Zoning District.

ORDINANCE SECTION 3

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, on the 1ST day of March, 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: Supervisors
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 15, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Set Public Hearing on Zoning Ordinance Amendment to Comply with Current Housing Law and Housing Element Guidelines regarding Emergency Shelters, Transitional and Supportive Housing.

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

BACKGROUND INFORMATION: Senate Bill 2 amended California Government Code sections pertaining to General Plan Housing Element laws to require cities and counties to amend their zoning ordinance to accommodate emergency shelters & transitional housing in at least one zone without discretionary review. Staff is proposing to classify transitional and supportive housing as a residential use and only subject to those restrictions that apply to other residential uses of the same type in the same zone.

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, -- -- ☒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 15, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Resolution taking action on Irrevocable Offers of Dedication for the Evelyn Church Trust 1990 Parcel Map, and Robert Church Applicant.

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

BACKGROUND INFORMATION: On October 1, 2013 the BOS held a public hearing, approving the zone amendment and the tentative parcel map. The owners of record have made two irrevocable offer of dedication that the BOS must accept or reject before the parcel map can be recorded.

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, -- -- ☒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 TAKING ACTION ON
IRREVOCABLE OFFERS OF DEDICATION
FOR THE PARCEL MAP FOR EVELYN CHURCH TRUST 1990

RESOLUTION NO. 2016-_____

WHEREAS, Robert Church, as applicant and one of several owners, requested approval by the County of a zone amendment and tentative parcel map to subdivide a 5.1 acre parcel and create a designated remainder of 432 acres for property at Sattley, California and the zone amendment and tentative parcel map were approved by the Board of Supervisors at a duly-noticed public hearing on October 1, 2013 (Resolution # 2013-106 and Ordinance #1049) and all conditions of approval have been certified by the Planning Director to have been satisfied; and,

WHEREAS, the parcel map and supporting documents substantially conform to the conditionally-approved tentative parcel map, the Subdivision Map Act and the Sierra County Code; the owner's certificate/statement and the County Tax Collector certificate have been duly executed; and the parcel map has been checked for compliance with applicable laws by the County Surveyor; and,

WHEREAS, the owners of the land shown on the parcel map have made irrevocable offers of dedication to the County for a 10' Public Utilities Easement (PUE) and a 20' easement over the existing Sattley Cemetery Lane from its intersection with County Road A-23 northerly to the township boundary as shown on said parcel map.

NOW THEREFORE, BE IT RESOLVED that the Sierra County Board of Supervisors hereby accepts the irrevocable offers of dedication as shown on said parcel map as follows:

1. Accepts on behalf of the public, an offer of dedication of 10 ' wide strips of land for a "Public Utility Easement (PUE)" as shown on said parcel map; and,

2 Accepts on behalf of the public, an offer of dedication of a 20' wide strip of land for the existing "Sattley Cemetery Lane 20' Wide Public Access, Road, and Drainage Easement" as shown on said parcel map.

ADOPTED by the Board of Supervisors of the County of Sierra on the 15th 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 Counse

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
March 15, 2016	☒Regular ☐Timed ☐Consent

DEPARTMENT: Building Department
APPROVING PARTY: Tim H. Beals
PHONE NUMBER: 530-289-3251

AGENDA ITEM: Discussion and direction regarding continued analysis of the fire protection services at Verdi (California portion) and request for continuation of ad-hoc committee (Supervisors Huebner and Roen) including authorization to meet with Truckee Meadows Fire District, City of Reno, Sierra County Fire Protection District, and the community as may be necessary and to continue seeking long-term solutions to the delivery of emergency fire services.

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

BACKGROUND INFORMATION: Background information will be provided separate from initial agenda submittal.

FUNDING SOURCE: GENERAL FUND
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 15, 2016	☒Regular ☐Timed ☐Consent

DEPARTMENT: Building Department
APPROVING PARTY: Tim H. Beals
PHONE NUMBER: 530-289-3251

AGENDA ITEM: Resolution amending County Water Policy Resolution (Resolution 2013-041) to clarify expectations of the Sierra Valley Resource Conservation District involving lands and agricultural facilities and water diversion works within its district and/or within the Little Truckee River watershed that benefit agricultural users within its district boundary.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☒Resolution ☐Agreement ☐Other
Resolution 2013-041, the exisitng resolution that affirms and designates the appropriate local agencies for watershed management responsibility within Sierra County, is attached. The amended resolution will be submitted with the remaining background.

BACKGROUND INFORMATION: Background will be provided separate from initial agenda submittal.

FUNDING SOURCE: GENERAL FUND
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $600 impact for remainder of current fiscal year 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 AFFIRMING AND FORMALLY DESIGNATING THE APPROPRIATE LOCAL AGENCIES FOR WATERSHED MANAGEMENT RESPONSIBILITY WITHIN SIERRA COUNTY

RESOLUTION 2013-041

WHEREAS, the Sierra County Board of Supervisors is directly or indirectly involved in an expansive list of topics, programs, and resource issues centering upon watershed management including but not limited to surveys, investigations, analyses, and projects related to water quality, water quantity, recreation and resource management activities, flood control projects, wildlife enhancement projects, resource restoration projects, agricultural enhancement and water-related improvement projects, grant projects funded through the State Department of Water Resources under the Integrated Regional Water Management Planning program, Sierra Nevada Conservancy, and other public funding sources and due to the County's strategic location at the headwaters of several critical watersheds within the northern Sierra Nevada and, through its jurisdication as a subdivision of the State of California and its strong County General Plan policy language supporting resource management and conservation, it wishes to maintain its strong leadership role in watershed management activities within the County; and,

WHEREAS, the Sierra County Board of Supervisors finds that it is imperative for such responsibility to be vested in a local agency that is either elected or which is appointed by the elected Board of Supervisors of the County in order to: assure open meetings and open public records; maintain responsiveness and accountability for decisions; assure the existence of proper jurisdiction to manage natural resources; and, conduct business that is open to public scrutiny and which is subject to State laws including but not limited to the California Environmental Quality Act; and,

WHEREAS, the formal designation for watershed management responsibility will establish clear and effective communication and coordination protocols among local, State, and Federal public agencies and eliminate any confusion and miscommunication which may arise and will avoid impacts to property owners and the general public in distinguishing the clear differences between non-public special interest groups or non-profit entities which do not possess resource management authority nor jurisdiction as compared to publicly elected or appointed local agencies; and,

WHEREAS, the unicorporated lands within the Sierra County boundary are located within one of four prominent watersheds and with respect to the Feather River watershed, which includes the Sierra Valley subwatershed in Sierra County, and with respect to the Honey Lake-Long Valley Creek watershed, which includes Long Valley Creek subwatershed in Sierra County, those identified areas are located within the boundary of the Sierra Valley Resource Conservation District which was organized under the Resource Conservation District Act (Public Resources Code, Division 9, Chapter 3, beginning with Section 9151) and among its primary authorities and responsibilities include "facilitating coordinated resource management efforts for watershed restoration and enhancement".

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors hereby affirms and designates the following local agencies as the recognized watershed management agencies for the County of Sierra:

1. Feather River Watershed (Sierra Valley and Long Valley): The Sierra Valley Resource Conservation District, which boundaries include the Sierra Valley sub-watershed of the Feather River watershed in Plumas and Sierra Counties and the Long Valley watershed in Sierra and Lassen Counties, is hereby affirmed and designated to be the watershed management authority for lands which exist within the boundaries of Sierra County.
2. Feather River Watershed (Frazier Creek and Canyon Creek): The Sierra County Board of Supervisors shall be the watershed management authority, directed through its County Planning Director.
3. Truckee River and Little Truckee River Watershed: The Sierra County Board of Supervisors shall be the watershed management authority, directed through its County Planning Director.
4. Yuba River Watershed: The Sierra County Board of Supervisors shall be the watershed management authority, directed through its County Planning Director.

BE IT FURTHER RESOLVED that this resolution shall be distributed to all local, State, and Federal agencies, special interest organizations, and non-profit organizations who maintain or participate in watershed programs or that seek or otherwise provide grant funds to maintain programs supporting resource conservation, planning, and/or coordination of watershed projects in Sierra County.

BE IT FURTHER RESOLVED that all organizations, special interest groups, and non-profit orgnizations and any local, State, or Federal public agencies who wish to assert that they are representative of or are operating on behalf of the people of Sierra County, shall expressly work in cooperation, coordination, and with the approval of the designated watershed management authority as identified herein.

BE IT FURTHER RESOLVED that the Board of Supervisors in furtherance of its watersed management jurisdiction and authority, directs the County Planning Director to pursue funding sources and programs that may be available to augment its County watershed management responsibility and authority, including coordination with existing local, public agencies that may possess watershed management authority.

Adopted by the Board of Supervisors of the County of Sierra on the 7th day of May 2013, by the following vote:

AYES: Supervisors.. Adams,Huebner,Roen,Beard,Schlefstein
NOES: None
ABSENT: None
ABSTAIN: None

COUNTY OF SIERRA

SCOTT SCHLEFSTEIN
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

HEATHER A. 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 15, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: Building Department
APPROVING PARTY: Tim H. Beals
PHONE NUMBER: 530-289-3251

AGENDA ITEM: Approval and authorization to implement promotion that was mistakenly omitted from the approved County budget.

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

BACKGROUND INFORMATION: See attached background.

FUNDING SOURCE: GENERAL FUND
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $600 impact for remainder of current fiscal year 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

Background Document

Approval and authorization to implement promotion that was mistakenly omitted from the approved County budget.

This request is to approve and grant authorization to implement a promotion moving Permit Technician I, Step C to Permit Technician II, Step B. This promotion was inadvertently overlooked for inclusion in the current fiscal year budget. Request is to be effective February 25, 2016.

The budgetary impact this current fiscal year is less than $600.00. A budget amendment is not necessary as the current budget is able to absorb the proposed increase.

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

MEETING DATE: March 15, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: Office of Emergency Services
APPROVING PARTY: Tim Beals
PHONE NUMBER: 530-289-3251

AGENDA ITEM: Resolution allocating funding provided to the County from the State Homeland Security Grant FY 2015 in the amount of $78,146.00.

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

BACKGROUND INFORMATION:

FUNDING SOURCE: SHSG FY 15
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

AUTHORIZING EXPENDITURES UNDER THE 2015 HOMELAND SECURITY GRANT PROGRAM AND AUTHORIZING AUDITOR TO MAKE ADJUSTMENT TO THE 2015/16 FINAL BUDGET

RESOLUTION 2016-___

WHEREAS, the Fiscal Year 2015 Homeland Security Grant was approved and awarded to Sierra County in the amount of $78,146.00; and,

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

WHEREAS, the Operational Area Emergency Council met on August 29, 2015, and reviewed options for expenditures and made recommendations for consideration by the Sierra County Board of Supervisors.

NOW THEREFORE, BE IT RESOLVED, that the Board of Supervisors approves the following expenditures under the FY 2015 Homeland Security Grant:

Sierra County Fire Protection District #1 Harding Point Repeater	**$ 12,000.00**
Sierra County Reverse 911-Code Red	**$ 7,500.00**
Sierra County Sheriff Oregon Peak Repeater	**$ 12,000.00**
Sierra County Office of Emergency Services Radios	**$ 25,539.00**
Sheriff Office Automatic External Devices (6)	**$ 7,200.00**
Sierra Plumas Joint Unified School District Radio's	**$ 10,000.00**
Management and Administration (OES)	**$ 3,907.00**

BE IT FURTHER RESOLVED that the Auditor is hereby authorized to make the following budget changes to the 2015-2016 Final Budget to accommodate the referenced grant:

Increase Revenues	Fund 8511010 2015 Homeland Security Grant -	$78,146.00
Increase Expenditures	Fund 8511010 2015 Homeland Security Grant -	$78,146.00

BE IT FURTHER RESOLVED that the Auditor is further authorized to pay purchase orders upon under the FY 15 Homeland Security Grant Program in accordance with authorized expenditure list upon presentation of proper documentation.

ADOPTED by the Board of Supervisors of the County of Sierra on the 15th day of March, 2016, by the following vote:

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

ADOPTED, Resolution 2015-097. Motion: Adams/Huebner/Unanimous Roll Call Vote: 4/1/0 (Supervisor Roen ABSENT)

8. OFFICE OF EMERGENCY SERVICES (OES) -Tim Beals

8.A. Resolution rescinding Resolution No. 2014-085 and adopting replacement resolution to reflect amended expenditures for the Fiscal Year 2014 Homeland Security Grant.

Following a brief introduction by the Director of OES, the Board moved to adopt the resolution rescinding Resolution No. 2014-085 and adopting replacement resolution to reflect amended expenditures for the Fiscal Year 2014 Homeland Security Grant.

ADOPTED, Resolution 2015-098. Motion: Huebner/Adams/Unanimous Roll Call Vote: 4/1/0 (Supervisor Roen ABSENT)

8.B. Discussion and direction on expenditures on the 2015 Homeland Security Grant.

The Director of OES referred to the background previously transmitted to the Board, noting there is $78,146 available for 2015 and in order to authorize the expenditures the Board needs give direction on the expenditure categories. This grant requires 25% of the grant to be dedicated to law enforcement. The Operating Area Emergency Council (OAEC) has recommended six items this year including: 1) a request from the Sierra County Fire Protection District in the amount of $12,000 for a new repeater at Harding Point; 2) a request from the Sheriff for a repeater at Oregon Peak using a private repeater which would be an initial buy-in of $4,000 and ongoing cost of approximately $200 to $300 per month; 3) continue maintenance of reverse 9-1-1 which is $7,500 per year; 4) complete the purchase of defibrillator units for the six remaining patrol units; 5) upgraded radios for other departments; and 6) security equipment for certain Sierra County Schools.

The Director added there was a seventh request from Calpine in the amount of $650 for something associated with their fire siren however it was an ineligible expenditure under the program.

Supervisor Adams indicated he is interested in the school security request as there is a difference between security and the appearance of security. He is curious as to what a video camera is going to do unless someone is constantly monitoring the video. Supervisor Adams added as far as today he is in support of the requests.

Supervisor Schlefstein concurred with Supervisor Adams comments, noting he would also like more investigation with respect to the school security and what it pertains to.

Following discussion and by consensus, the Board directed staff to move forward with the requested expenditures and to come back with a more accurate representation and costs for the school security and also dial in the costs for the repeaters.

12. TIMED ITEMS

12.A. 10:00AM CALIFORNIA PUBLIC UTILITIES COMMISSION

Presentation by Cody Naylor, Community Outreach and Regulatory Policy Liaison for the California Public Utilities Commission (CPUC), on CPUC

Mr. Cody Naylor addressed the Board and provided background on himself and the CPUC, noting the CPUC is best known for regulating gas and electric utilities. In this area they regulate Plumas Sierra Rural Electric Cooperative (PSREC), but their regulation is limited to aspects of operation and maintenance of PSREC's infrastructure; they are not involved in rates or financing from the PSREC. The CPUC also oversees private water companies, including Goodyears Bar Water Company, RR Lewis and Sierra City Waterworks. They also have a telecommunication sector which oversees the phone side of PSREC and AT&T. The CPUC has a really broad oversite and he is here to be the County's dedicated liaison to the agency. One of the key areas where Sierra County has had some interaction with the agency is with regards to the CPUC's role in helping to deploy boardband throughout the state. Mr. Naylor continued to note as the County's liaison he will keep the County updated on opportunities through the Commission and will be coming back throughout the year.

Supervisor Schlefstein noted he appreciated the email exchanges he has had with Mr. Naylor in the past. Supervisor Schlefstein further questioned if the agency handles Liberty Electric as he has had a problem getting anyone on the phone when the power is out and wonders if he can help with this.

Mr. Naylor indicated they are and he can help with this.

In response to Supervisor Schlefstein's inquiry, Mr. Naylor indicated he believes PSREC has an application for funding for broadband and he can check the scope of the application in regards to whether it is for bringing broadband into the Sierra Brooks area or not.

Supervisor Adams noted he has been involved a bit with the agency as he sits on the Pacific Forest Stewardship Council. Supervisor Adams further expressed frustration with the effort CPUC has made with respect to subsidies with both water and wind power, however biomass remains left as an orphan. It is sad the State hasn't put more effort in to subsidizing biomass as we would save $9 out of $10 dollars if we could do more preventative action on these lands. He would like to see the CPUC make more of an effort to push for support of biomass as it is only going to be economically viable if the public supports it through some sort of subsidy. We need some significant plants put back online that can really move a lot of biomass.

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

MEETING DATE: March 15, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Approval of letter to state legislative budget committees regarding funding of state Payment In Lieu of Taxes (PILT) money.

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

BACKGROUND INFORMATION: For a period of a decade, the state unfunded its obligation to those counties with state wildlife areas. While it began payments this year for state PILT, the decade of a lack of payment remains outstanding and unresolved.

FUNDING SOURCE: **GENERAL FUND IMPACT:** No General Fund Impact **OTHER FUND:** **AMOUNT:** $ N/A	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☐Yes ☐No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No
ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**SIGNATURE:** Lee Adams APPROVING PARTY OR AUTHORIZED AGENT

APPROVED AS TO FORM AND FUNDING SOURCES:

COUNTY COUNSEL

AUDITOR/RISK MANAGER

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐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:

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

15 March 2016

Honorable Mark Leno
Chair, Senate Budget & Fiscal Review
State Capitol, Room 5100
Sacramento, CA 95814

Honorable Shirley Weber
Chair, Assembly Budget Committee
State Capitol, Room 6026
Sacramento, CA 95814

RE: Department of Fish and Wildlife: Payment In Lieu of Taxes

Dear Senator Leno and Assembly Member Weber:

On behalf of the Sierra County Board of Supervisors, I am writing to request that the Legislature appropriate in the 2016-17 State Budget the $8 million in arrears owed to 36 counties by the Department of Fish and Wildlife for Payment in Lieu of Taxes (PILT). Sierra County also wants to take this opportunity to express our support for the Governor's proposed appropriation of $644,000 to fund PILT for the 2016-17 fiscal year.

Many of California's 36 counties that host wildlife management areas also have a significant amount of federal and state owned lands within their boundaries that do not generate property tax revenues, an important source of revenue to fund local programs and services for county residents. California PILT was established in 1949 to offset adverse impacts to county property tax revenues that result when the State acquires private property for wildlife management areas.

Specifically, Sierra County is owed approximately $759,309 in arrearages and $62,557 on a forward ongoing annual basis. The PILT payments are a missing critical piece of our General Fund budget for public safety and other needed public service programs for county residents and visitors alike. In a county with an annual budget of just $23 million, neither the arrearages nor annual payment are insignificant amounts. Additionally, a full 70% of Sierra County is publicly managed lands, the majority of which are managed as the Tahoe, Plumas, and Humboldt-Toiyabe National Forests.

In closing, the Sierra County Board of Supervisors appreciates your favorable consideration of our request for payment of the PILT arrears owed.

Sincerely,

SIERRA COUNTY BOARD OF SUPERVISORS

By:

LEE ADAMS
Chair

cc: Hon. Brian Dahle, California State Assembly
Hon. Ted Gaines, California State Senate
Members, Senate Budget and Fiscal Review Committee
Members, Assembly Budget Committee
Committee Consultants
Republican Fiscal Consultants
Rural County Representatives of California

Lee Adams
District No. 1
P.O. Box 1
Downieville, CA 95936

Peter W. Huebner
District No. 2
P.O. Box 349
Sierra City, CA 96125

Paul Roen
District No. 3
P.O. Box 43
Calpine, CA 96124

Jim Beard
District No. 4
P.O. Box 1140
Loyalton, CA 96118

Scott A. Schlefstein
District No. 5
P.O. Box 192
Loyalton, CA 96118

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

MEETING DATE: March 15, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Resolution urging the state to provide new sustainable funding for state and local transportation infrastructure.

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

BACKGROUND INFORMATION: While this board has supported legislative proposals on this subject of streets and highway funding, this is the latest effort to move this subject to a special session for resolution of the funding decision.

FUNDING SOURCE: **GENERAL FUND IMPACT:** No General Fund Impact **OTHER FUND:** **AMOUNT:** $ N/A	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☐Yes ☒No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No
ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**SIGNATURE:** Lee Adams APPROVING PARTY OR AUTHORIZED AGENT

APPROVED AS TO FORM AND FUNDING SOURCES:

COUNTY COUNSEL _____ AUDITOR/RISK MANAGER _____

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐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:

COMMENTS:

CLERK TO THE BOARD _____ DATE _____

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

A RESOLUTION URGING THE STATE TO PROVIDE NEW SUSTAINABLE FUNDING FOR STATE AND LOCAL TRANSPORTATION INFRASTRUCTURE

RESOLUTION 2016-

WHEREAS, Governor Edmund G. Brown, Jr. has called an extraordinary session to address the immense underfunding of California's transportation infrastructure; and

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

WHEREAS, the City/County of Sierra has participated in efforts with the California State Association of Counties, League of California Cities, and California's Regional Transportation Planning Agencies to study unmet funding needs for local roads and bridges, including sidewalks and other essential components; and

WHEREAS, the resulting 2014 California Statewide Local Streets and Roads Needs Assessment, which provides critical analysis and information on the local transportation network's condition and funding needs, indicates that the condition of the local transportation network is deteriorating as predicted in the initial 2008 study; and

WHEREAS, the results show that California's local streets and roads are on a path of significant decline. On a scale of zero (failed) to 100 (excellent), the statewide average pavement condition index (PCI) is 66, placing it in the "at risk" category where pavements will begin to deteriorate much more rapidly and require rehabilitation or rebuilding rather than more cost-effective preventative maintenance if funding is not increased; and

WHEREAS, the results show that the County of Sierra's local streets have a statewide average pavement index of 45, placing them in the "poor condition" category; and

WHEREAS, if funding remains at the current levels, in 10 years, 25 percent of local streets and roads in California will be in "failed" condition; and

WHEREAS, cities and counties need an additional $1.7 billion just to maintain a status quo pavement condition of 66, and much more revenue to operate the system with Best Management Practices, which would reduce the total amount of funding needed for maintenance in the future; and

WHEREAS, models show that an additional $3 billion annual investment in the local streets and roads system is expected to improve pavement conditions statewide from an average "at risk" condition to an average "good" condition; and

WHEREAS, if additional funding isn't secured now, it will cost taxpayers twice as much to fix the local system in the future, as failure to act this year will increase unmet funding needs for local transportation facilities by $11 billion in five years and $21 billion in ten years; and

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

WHEREAS, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

WHEREAS, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off; and

WHEREAS, in addition to the local system, the state highway system needs an additional $5.7 billion annually to address the state's deferred maintenance; and

WHEREAS, in order to bring the local system back into a cost-effective condition, at least $7.3 billion annually in new money going directly to cities and counties; and

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF SUPERVISRS OF THE COUNTY OF SIERRA strongly urges the Governor and Legislature to identity a sufficient and stable funding source for local street and road and state highway maintenance and rehabilitation to ensure the safe and efficient mobility of the traveling public and the economic vitality of California.

RESOLVED FURTHER, that the COUNTY OF SIERRA strongly urges the Governor and Legislature to adopt the following priorities for funding California's streets and roads.

1. **Make a significant new investment in transportation infrastructure.** Any package should seek to raise at least $6 billion annually and should remain in place for at least 10 years or until an alternative method of funding our transportation system is agreed upon.

2. **Focus on maintaining and rehabilitating the current system.** Repairing California's streets and highways involves much more than fixing potholes. It requires major road pavement overlays, fixing unsafe bridges, providing safe access for bicyclists and pedestrians, replacing storm water culverts, as well as operational improvements that necessitate the construction of auxiliary lanes to relieve traffic congestion choke points and fixing design deficiencies that have created unsafe merging and other traffic hazards. Efforts to supply funding for transit in addition to funding for roads should also focus on fixing the system first.
3. **Equal split between state and local projects.** We support sharing revenue for roadway maintenance equally (50/50) between the state and cities and counties, given the equally-pressing funding needs of both systems, as well as the longstanding historical precedent for collecting transportation user fees through a centralized system and sharing the revenues across the entire network through direct subventions. Ensuring that funding to local governments is provided directly, without intermediaries, will accelerate project delivery and ensure maximum accountability.
4. **Raise revenues across a broad range of options.** Research by the California Alliance for Jobs and Transportation California shows that voters strongly support increased funding for transportation improvements. They are much more open to a package that spreads potential tax or fee increases across a broad range of options, including fuel taxes, license fees, and registration fees, rather than just one source. Additionally, any package should move California toward an all-users pay structure, in which everyone who benefits from the system contributes to maintaining it – from traditional gasoline-fueled vehicles, to new hybrids or electric vehicles, to commercial vehicles.
5. **Invest a portion of diesel tax and/or cap & trade revenue to high-priority goods movement projects**. While the focus of a transportation funding package should be on maintaining and rehabilitating the existing system, California has a critical need to upgrade the goods movement infrastructure that is essential to our economic well-being. Establishing a framework to make appropriate investments in major goods movement arteries can lay the groundwork for greater investments in the future that will also improve air quality and reduce greenhouse gas emissions.
6. **Strong accountability requirements to protect the taxpayers' investment.** Voters and taxpayers must be assured that all transportation revenues are spent responsibly. Local governments are accustomed to employing transparent processes for selecting road maintenance projects aided by pavement management systems, as well as reporting on the expenditure of transportation funds through the State Controller's Local Streets and Roads Annual Report.

Adopted at a regular meeting of the Board of Supervisors of Sierra County, California by the following vote on the 15th day of March, 2016:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Lee Adams
Chair

ATTEST:

_____
Heather Foster, Clerk to the Board

APPROVED AS TO FORM:

_____
James A. Curtis, County Counsel

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

MEETING DATE: March 15, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Discussion/action to Forest Service response to transient occupancy tax (TOT) and cooperative law enforcement program issues.

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

BACKGROUND INFORMATION: On January 19, 2016, this board sent a letter of concern to the Forest Service regarding the above issues and requesting information.

FUNDING SOURCE: **GENERAL FUND IMPACT:** No General Fund Impact **OTHER FUND:** **AMOUNT:** $ N/A	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☐Yes ☒No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No
ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**SIGNATURE:** Lee Adams APPROVING PARTY OR AUTHORIZED AGENT

APPROVED AS TO FORM AND FUNDING SOURCES:

COUNTY COUNSEL _____ AUDITOR/RISK MANAGER _____

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐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:

COMMENTS:

CLERK TO THE BOARD _____ DATE _____

19 January 2016

Bill Dunkelberger, Forest Supervisor
Humboldt-Toiyabe National Forest
1200 Franklin Way
Sparks, NV 89431

Daniel Lovato, Acting Forest Supervisor
Plumas National Forest
159 Lawrence Street
Quincy, CA 95971-6025

Eli Ilano, Acting Forest Supervisor
Tahoe National Forest
631 Coyote Street
Nevada City, CA 95959

Subject: Cooperative law enforcement funding

Dear, Forest Supervisors:

Most recently representatives of the Toiyabe National Forest advised our sheriff that the proposed funding for the cooperative law enforcement contact between the forest and Sierra County is to be $1,500 annually. The sheriff brought that news before this board and we were stunned to learn that a contract that in 1982 was some $14,400 has now been proposed to be reduced to $1,500 annually. One cannot imagine that the field need for law enforcement services on national forest lands has been reduced over the past quarter century, nor has our cost of providing those services been reduced. In fact if the 1982 contract was continued with just inflation in mind, just to stay revenue neutral the current contract should be offered at $35,971. It is somewhat sad, insulting, amusing to wonder what the cost to both agencies is to just process this $1,500 agreement. Suffice to say it is hardly worth the effort in time for either agency.

This news from the Toiyabe NF caused us to look at USFS cooperative law enforcement programs on the other two forests with managed lands in Sierra County. To those we found the following:

Tahoe NF 1981 agreement was $27,692. 2015 is $13,000. Inflation value: $75,346

Plumas NF 1999 agreement was $3,000. 2015: Incl w/Tahoe NF. Inflation value: $5,246

The above clearly outlines what the county is now contracting for among the three forests for $14,000 arguably has a more realistic value of $94,400.

Sierra County faces significant negative financial impacts this year due to the operation of national forest operations within the county, a county that's land mass is 70% federally managed by the agency. It is very unlikely that secure rural schools will be reauthorized this year, a $400,000 loss to Sierra County. The management of recreational sites on the Tahoe National Forest and the cessation of contractor activities is causing an additional loss of another $70,000 in transient occupancy taxes to the county due to the agency's refusal to collect those fees on behalf of the county.

With the above in mind, this board would seek the following information from each forest under the freedom of information act.

1. Amounts of each law enforcement contact by forest to all counties within their jurisdictions and hourly rate by each contract for the past three years by forest and year.
2. Amounts actually paid to each county for the past three years by forest and year.
3. Funding amount for internal agency law enforcement costs by each forest by fiscal year since 1980.

Our concern is that the agency is diverting funding that was historically directed to local government for public safety services on national forest lands. As internal forest service law enforcement folks don't usually respond to 24/7 activities on national forest system lands, we are concerned that there is the expectation that counties continue to provide such 24/7 services without the necessary funding.

Of all our adjacent counties, Sierra County has the least amount of non national forest lands within its borders and as such is that county with the least diverse economy. We want to confirm that federal dollars are appropriately supporting the needs of national forest lands within the county. To expect a county of just 3,000 to otherwise subsidize law enforcement activities that are hosted by the federal government is not appropriate.

As we work to create a FY 2006/17 budget, the above information will assist us in determining if, and how, we continue to enter into agreements with all three forests. We are more than willing to meet with you collectively on this issue.

Sincerely,

SIERRA COUNTY
BOARD OF SUPERVISORS

LEE ADAMS
CHAIR

Cc: Sheriff Standly
Congessman La Malfa
Senator Feinstein
Senator Boxer
Regional Forester Moore

USDA United States Department of Agriculture
Forest Service
Tahoe National Forest
Supervisor's Office
631 Coyote Street
Nevada City, CA 95959
530-478-6100
TDD: 1-800-735-2929
FAX: 530-478-6109

File Code: 1560
Date: March 7, 2016

Mr. Lee Adams
Chairman
Sierra County Board of Supervisors
100 Courthouse Square, Room 11
P.O. Drawer D
Downieville, CA 95936

Dear Chairman Adams:

We are in receipt of the Board of Supervisors' November 29, 2015, letter concerning Forest Service decisions related to payment of Transient Occupancy Tax, (TOT) and cooperative law enforcement agreements in Sierra County.

As Forest Service staff and U.S. Department of Agriculture Office of General Counsel office have relayed to the County multiple times over the course of the last year, the County's TOT is an impermissible tax on a federal operation. Federal law on these issues is both clear and complicated, and is best discussed by County Counsel and the federal attorneys most familiar with the powers and limitations of the Forest Service in these matters. As we have stated previously, the County is welcome to submit a legal analysis for consideration by the Office of the General Counsel and schedule further conversations with the Office of General Counsel.

After a quick review of our most recent records, we estimate that the previous Forest Service campground concession operator paid approximately $75-80,000 annually in TOT to Sierra County, not the $100-150,000 dollars stated in your letter. Additionally, some of those TOT payments were related to camping facilities at Jackson Meadows Reservoir. For the 2016 camping season, the Nevada Irrigation District (NID) has expressed their intent to operate the Forest Service owned facilities at Jackson Meadows Reservoir as part of their hydropower license. The County would need to communicate with NID about the TOT for those facilities. I understand that Sierra County tax revenues are affected by the reduction in TOT from certain campgrounds on the National Forest. We remain willing, as we have been from the beginning, to discuss legal ways for the Forest Service to contribute to the County, including paying reasonable fees for services rendered.

In regards to the cooperative law enforcement agreement, it is true that the amount provided to Sierra County has been reduced. However, we are working to amend that agreement to bring it at least up to the 2015 level. In the past, Sierra County has not made full use of the funding provided in the cooperative law enforcement agreement. If Sierra County expends the funding

provided this year before the end of the year, we will look at what the remaining needs of the County Sherriff are and whether we have remaining resources to further augment the agreement. I look forward to continued dialogue with the County on these as well as other issues in the coming year.

Sincerely,

ELI ILANO
Forest Supervisor

USDA United States Department of Agriculture | Forest Service | Law Enforcement & Investigations | Pacific Southwest Region
1323 Club Drive
Vallejo, CA 94592

File Code: 6270
FOIA NO. 2016-FS-R5-01915-F

Date: March 08, 2016

Mr. Lee Adams
County of Sierra Board of Supervisors
P.O. Drawer D
Downieville, CA 95936

Dear Mr. Adams:

This is a response to your January 19, 2016 Freedom of Information Act (FOIA) request submitted to the Humboldt-Toiyabe, Plumas and Tahoe National Forests. Your request was referred to the Pacific Southwest Regional FOIA Office for response on January 26, 2016. You requested amounts of each law enforcement agreement by Forest to all Counties within their jurisdiction and hourly rate by contract for the past 3 years; amounts actually paid to each county for the past 3 years; and funding amount for internal agency law enforcement costs by Forest and fiscal year from 1980 to present. Your request has been assigned tracking number 2016-FS-R5-01915-F. This response is limited to Forests within the Pacific Southwest Region of the Forest Service, the Plumas and Tahoe National Forests. Your request regarding the Humboldt-Toiyabe is being processed separately by the Intermountain Region of the Forest Service.

In response to your request, the agreements and a spreadsheet totaling 198 pages are granted to you in entirety on an enclosed CD. Funding information is provided in the enclosed spreadsheet for fiscal years 2006 to present. We have no records for fiscal year 1980 to 2005. Pursuant to 7 C.F.R. Subtitle A, Part 1, Subpart A, Appendix A, there is no charge for the processing of your request.

The FOIA provides you the right to appeal my no records determination. Any appeal must be made in writing, within 45 days from the date of this letter, to the Chief, USDA, Forest Service: by email to wo_foia@fs.fed.us or by mail to the mailing addresses here: http://www.fs.fed.us/im/foia/. Additional information regarding appeals can be found here: http://www.fs.fed.us/im/foia/foiaappeals.htm.

If you have any questions regarding this response or if further assistance is required, you may contact Ms. Latanga Rush, Regional FOIA Coordinator, via phone: (707) 562-9193, or e-mail: lrush@fs.fed.us.

Thank you for your interest in public land management, forest programs and projects.

Sincerely,

DON HOANG
Special Agent In Charge

Enclosures on CD

Orig

COUNTY OF BUTTE
R 41582
CONTRACT NO.

USDA, Forest Service

OMB 0596-0217
FS-1500-8A

FS Agreement No. 11-LE-11051360-205
Modification No. 005

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL PATROL OPERATIONS PLAN & FINANCIAL PLAN
Between The
BUTTE COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
LASSEN NATIONAL FOREST

2015 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Butte County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Lassen National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #11-LE-11051360-205 executed on August 6, 2010. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October1, 2014 and ending September 30, 2015.

Previous Year Carry-over: $0
Current Fiscal Year Obligation: $6,000
FY2015 Total Annual Operating Plan: $6,000

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principle Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Kory Honea, Sheriff 33 County Center Dr Oroville, CA 95965 530-538-6759 FAX 530-538-2805 khonea@buttecounty.net	Susan Tiffany, Administrative Analyst 33 County Center Dr Oroville, CA 95965 530-538-7543 FAX 530-538-2805 stiffany @buttecounty.net

Principle U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Chris Holland, Patrol Captain 159 Lawrence St Quincy, CA 95971 530-283-7769 FAX 530-283-7811 chrisholland@fs.fed.us	Mario Guajardo, LE Admin Assistant 2550 Riverside Dr Susanville, CA 96130 530-252-6627 FAX 530-252-6420 mguajardo@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

$0.575 /mile patrolled
Per diem rate is $50/M&IE + $60 lodging/day
Regular wages at the prevailing rate of $46.40 (includes hrly of $32 per hr and $14.40 pr hr for benefits). Overtime for the individual officer at the rate of $51.68/hour ($48 per hr + 3.68 per hr for benefits).

II. PATROL DISPATCH SERVICES:

A. Butte County will be an unscheduled service.

Total reimbursement for this category shall not exceed the amount of $2,200.00

III. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

All Forest Service roads within the Cooperator's area of jurisdiction.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

The Butte Meadows area: Vehicle and foot patrols in developed Forest Service campgrounds, including Butte Meadows (12 sites) and Cherry Hill (36 sites). Vehicle and foot patrols in undeveloped camping areas receiving public use, such as along Humboldt County Road from the

Lassen National Forest Boundary to Jonesville. Vehicle patrols in the Butte Meadows and Jonesville Forest Service homesite areas.

The Philbrook Lake area: Vehicle and foot patrols in developed Forest Service campgrounds, including West Branch. Vehicle and foot patrols in undeveloped camping areas receiving public use, such as along the paved road into Philbrook Lake, the willows area on the east end of the lake and the High Lakes trailhead area.

Other undeveloped areas: Vehicle and foot patrols in undeveloped camping areas receiving public use, such as Soda Springs, along Humboldt and Humbug County Roads and in the Fish Creek and Last Chance Creek areas.

Total reimbursement for this category shall not exceed the amount of: $3,300.00

Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: $5,500.00.

IV. EQUIPMENT AND SUPPLIES/TRAINING:

See Cooperative Law Enforcement Agreement Provisions IV-J, IV-K, and IV-L for additional information.

See Cooperative Law Enforcement Agreement Provision IV-J for additional training information.

Actual documented cost, agreed to in advance.

Total reimbursement for this category shall not exceed the amount of: $500.00
NOTE: Funds not used for Equipment/Training and/or Dispatch may be used for Patrol activities.

V. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

VI. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

For services requested in items I, II and agreed to under III and IV, reimbursement will be based on itemized bills, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before 30 Oct 2015.

A. Mail copies of itemized billing statements to:

Mario Guajardo, LE Admin Assistant
2250 Riverside Dr
Susanville, CA 96130

NOTE: Verify the County Sheriff's DUNS# at www.sam.gov (SAM) for Electronic Funds Transfer (EFT) banking information. SAM will be used for all registrations and updates.

COUNTY OF BUTTE
R 41582
CONTRACT NO.

B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Dispatch Activities	$2,200	N/A
Patrol Activities	$3,300	N/A
Equipment and Supplies/Training	$ 500	N/A
Total	**$6,000**	N/A

C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-V.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

KORY HONEA, Sheriff
Butte County

3/11/2015
Date

DAVID HAYS, Forest Supervisor
U.S. Forest Service, Lassen National Forest

2/19/15
Date

MAR 19 2015

Butte County

Date

Director - General Services
Grant Hunsicker

SCOTT HARRIS, Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

4/21/15
Date

Approved for fiscal control, subject to budget appropriation
Auditor's Office
By 3/17/15

APPROVED AS TO FORM
Butte County Counsel
By

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

Constance Zipperer 5 February 2015

CONSTANCE ZIPPERER
U.S. Forest Service Grants & Agreements Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

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

COUNTY OF BUTTE

R 41490

CONTRACT NO.

FS Agreement No. 11-LE-11051360-205
Modification No. MOD #001

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL PATROL OPERATIONS PLAN & FINANCIAL PLAN
Between The
BUTTE COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
LASSEN NATIONAL FOREST

2014 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Butte County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Lassen National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #11-LE-11051360-205 executed on August 6, 2010. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October1, 2013 and ending September 30, 2014.

Previous Year Carry-over: $0
Current fiscal Year Obligation: $7,000
FY2014 Total Annual Operating Plan: $7,000

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Jerry W. Smith, Sheriff 33 County Center Dr Oroville, CA 95965 Telephone: 530-538-7434 FAX: 530-538-2805 Email: jwsmith@buttecounty.net	Susan Tiffany, Administrative Analyst 33 County Center Dr Oroville, CA 95965 Telephone: 530-538-7543 FAX 530-538-2805 Email: stiffany@buttecounty.net

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Duane A. Jackson, Patrol Captain 2550 Riverside Dr Susanville, CA 96130 Telephone: 530-252-6400 FAX 530-252-6420 Email: dajackson@fs.fed.us	Mario Guajardo, LE Admin Assistant 2550 Riverside Dr Susanville, CA 96130 Telephone: 530-252-6627 FAX 530-252-6420 Email: mguajardo@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

$0.565/mile patrolled
Per diem rate is $42/M&IE + $60 lodging/day
Wages at the prevailing rate of $32.00/hour base plus overtime for the individual officer at the rate of $48.00/hour.

II. PATROL DISPATCH SERVICES:

A. Butte County will be an unscheduled service.

Total reimbursement for this category shall not exceed the amount of $2,200.00

III. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

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Lassen National Forest Boundary to Jonesville. Vehicle patrols in the Butte Meadows and Jonesville Forest Service homesite areas.

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Other undeveloped areas: Vehicle and foot patrols in undeveloped camping areas receiving public use, such as Soda Springs, along Humboldt and Humbug County Roads and in the Fish Creek and Last Chance Creek areas.

Total reimbursement for this category shall not exceed the amount of: $4,300.00 Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: **$6,500.00**.

IV. EQUIPMENT AND SUPPLIES/TRAINING:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

See Cooperative Law Enforcement Agreement Provision IV-K for additional information.

Actual documented cost, agreed to in advance.

Total reimbursement for this category shall not exceed the amount of: $500.00
NOTE: Funds not used for Equipment/Training and/or Dispatch may be used for Patrol activities.

V. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

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3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

VI. BILLING FREQUENCY:

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For services requested in items I, II and agreed to under III and IV, reimbursement will be based on itemized bills, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before 30 Oct 2014.

A. Mail copies of itemized billing statements to:

Duane Jackson, Patrol Captain
2250 Riverside Dr.
Susanville, CA 96130

NOTE: Verify the County Sheriff's DUNS# at www.sam.gov (SAM) for Electronic Funds Transfer (EFT) banking information. SAM will be used for all registrations and updates.

B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Dispatch Activities	$2,200	N/A
Patrol Activities	$4,300	N/A
Equipment and Supplies/Training	$ 500	N/A
Total	**$7,000**	N/A

C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

JERRY W. SMITH, Sheriff
Butte County, CA

3/18/14
Date

MERV GEORGE Jr., Acting Forest Supervisor
U.S. Forest Service, Lassen National Forest

1-24-14
Date

Erim Celik
Contracts/Procurement Manager

4-3-14
Date

SCOTT HARRIS, Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

4/15/14
Date

Approved for fiscal control, subject to budget appropriation
Auditor's Office
By Rebecca Gillig
3/24/14

APPROVED AS TO FORM
Butte County Counsel
By: 3/24/14

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

Constance Zipp

CONSTANCE ZIPPERER
U.S. Forest Service Grants Management Specialist

9 Jan 2014
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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COUNTY OF BUTTE
R 41600
CONTRACT NO.

Orig -

USDA, Forest Service

OMB 0596-0217
FS-1500-8A

FS Agreement No. 11-LE-11051360-207
Modification No. 014

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL PATROL OPERATIONS PLAN & FINANCIAL PLAN
Between The
BUTTE COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
PLUMAS NATIONAL FOREST

2015 ANNUAL OPERATING AND FINANCIAL PLAN

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Current Fiscal Year Obligation: $6,000
FY2015 Total Annual Operating Plan: $6,000

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

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Cooperator Program Contact	Cooperator Administrative Contact
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Principle U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Chris Holland, Patrol Captain 159 Lawrence St Quincy, CA 95971 530-283-7769 FAX 530-283-7811 chrisholland@fs.fed.us	Katie Martens, Program Support Assistant 159 Lawrence St Quincy, CA 95971 530-283-7775 FAX 530-283-7811 krmartens@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

$0.575 /mile patrolled
Per diem rate is $50/M&IE + $60 lodging/day
Regular wages at the prevailing rate of $46.40 (includes hrly of $32 per hr and $14.40 pr hr for benefits). Overtime for the individual officer at the rate of $51.68/hour ($48 per hr + 3.68 per hr for benefits).

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A. Butte County will be an unscheduled service.

Total reimbursement for this category shall not exceed the amount of $2,200.00

III. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

All Forest Service roads within the Cooperator's area of jurisdiction.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

Area 1, Feather Falls Trailhead:
Patrol three hours one weekend/week between 1300-1900
Patrol three hours on alternate Saturday/Sunday between 1500-2400

Area 2, Milsap Bar:
Patrol four hours one weekend/week between 1300-1900
Patrol three hours on alternate Saturday/Sunday between 1500-2400

Area 3, Sly Creek Recreation Area:
Intermittent patrols during periods of high use, times and frequency to be determined at the discretion of the Deputy on patrol

Total reimbursement for this category shall not exceed the amount of: $3,300.00

Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: $5,500.00.

IV. EQUIPMENT AND SUPPLIES/TRAINING:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

See Cooperative Law Enforcement Agreement Provision IV-K for additional information.

Actual documented cost, agreed to in advance.

Total reimbursement for this category shall not exceed the amount of: $500.00
NOTE: Funds not used for Equipment/Training and/or Dispatch may be used for Patrol activities.

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A. Mail copies of itemized billing statements to:

Chris Holland, Patrol Captain
159 Lawrence St
Quincy, CA 95971

NOTE: Verify the County Sheriff's DUNS# at www.sam.gov (SAM) for Electronic Funds Transfer (EFT) banking information. SAM will be used for all registrations and updates.

B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Dispatch Activities	$2,200	N/A
Patrol Activities	$3,300	N/A
Equipment and Supplies/Training	$ 500	N/A
Total	**$6,000**	N/A

C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

KORY HONEA, Sheriff
Butte County

6/2/2015
Date

DEBRA WHITMAN, Acting Forest Supervisor
U.S. Forest Service, Plumas National Forest

5/1/15
Date

Butte County

JUN 22 2015
Date

Grant Hunsicker
Director - General Services

DON HOANG, Acting Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

7/15/15
Date

Approved for fiscal control, subject
to budget appropriation
Auditor's Office
By Robert J Sikes 6/12/15

APPROVED AS TO FORM
Butte County Counsel
By:

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

Constance Zipperer

CONSTANCE ZIPPERER
Grants Management Specialist
U.S. Forest Service

3 April 2015
Date

Burden Statement

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FS Agreement No. 11-LE-11051360-207
Modification No. 011

EXHIBIT A

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Between The
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FY2013 Total Annual Operating Plan: $7,000

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Principle U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Chris Holland, Patrol Captain 159 Lawrence St. Quincy, CA 95971 530-283-7769 FAX 530-283-7811 Email: chrisholland@fs.fed.us	Katie Martens, LE Admin Assistant 159 Lawrence St. Quincy, CA 95971 530-283-7755 FAX 530-283-7811 Email: krmartens@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

$0.565/mile patrolled
Per diem rate is $42/M&IE + $60 lodging/day
Wages at the prevailing rate of $32.00/hour base plus overtime for the individual officer at the rate of $48.00/hour.

II. PATROL DISPATCH SERVICES:

A. Butte County will be an unscheduled service.

Total reimbursement for this category shall not exceed the amount of $2,200.00

III. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

All Forest Service roads within the Cooperator's area of jurisdiction.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

Feather Falls Trailhead: Patrol three hours one weekend/week between 1300-1900. Patrol three hours alternate Saturday/Sunday between 1500-2400.

Milsap Bar: Patrol four hours one weekend/week between 1300-1900. Patrol three hours alternate Saturday/Sunday between 1500-2400.

Sly Creek Recreation Area: Intermittent patrols during high use, times and frequency to be determined at the discretion of the Deputy on patrol.

Total reimbursement for this category shall not exceed the amount of: $4,800.00
Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: $7,000.00.

IV. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for

requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

V. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

For services requested in items I, II and agreed to under III and IV, reimbursement will be based on itemized bills, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before 10 Oct 2014.

A. Mail copies of itemized billing statements to:

Chris Holland, Patrol Captain
159 Lawrence St.
Quincy, CA 95971

NOTE: The Central Contractors Registration (CCR) will no longer be used to register the County Sheriff's DUNS#. The new System for Award Management (SAM) at www.sam.gov will now be used for the verification of the Electronic Funds Transfer (EFT) banking information. SAM will be used for all future registrations and updates.

B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs
Patrol Dispatch Activities	$2,200.00
Patrol Activities	$4,800.00
Total	**$7,000.00**

C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

J. W. Smith — 2/26/14

JERRY W. SMITH, Sheriff — Date
Butte County, CA

Earl M Ford — 1/23/14

EARL FORD, Forest Supervisor — Date
U.S. Forest Service, Plumas National Forest

~~NANCY WESTON, Contracts Manager~~ — Date
~~Butte County, CA~~

Scott Harris — 3/12/14

SCOTT HARRIS, Special Agent in Charge — Date
U.S. Forest Service, Pacific Southwest Region

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

Constance Zipperer — 31 December 2013

CONSTANCE ZIPPERER — Date
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

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

COUNTY OF BUTTE

R 41196

CONTRACT NO.

FS Agreement No. 11-LE-11051360-205
Modification No. 03

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL PATROL OPERATIONS PLAN & FINANCIAL PLAN
Between The
BUTTE COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
LASSEN NATIONAL FOREST

2013 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Butte County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Lassen National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #11-LE-11051360-205 executed on August 6, 2010. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October1, 2012 and ending September 30, 2013.

FY2013 Total Annual Operating Plan: $8,000

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Jerry W. Smith, Sheriff 33 County Center Dr Oroville, CA 95965 530-538-7434 FAX 530-538-2805 JWsmith@buttecounty.net	Susan Tiffany, Administrative Analyst 33 County Center Dr Oroville, CA 95965 530-538-7543 FAX 530-538-2805 stiffany @buttecounty.net

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Duane A. Jackson, Patrol Captain 2550 Riverside Dr Susanville, CA 96130 530-252-6400 FAX 530-252-6420 dajackson@fs.fed.us	Mario Guajardo, LE Admin Assistant 2550 Riverside Dr Susanville, CA 96130 530-252-6627 FAX 530-252-6420 mguajardo@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

$0.565/mile patrolled
Per diem rate is $42/M&IE + $60 lodging/day
Wages at the prevailing rate of $32.00/hour base plus overtime for the individual officer at the rate of $48.00/hour.

II. PATROL DISPATCH SERVICES:

A. Butte County will be an unscheduled service.

Total reimbursement for this category shall not exceed the amount of $2,200.00

III. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

   All Forest Service roads within the Cooperator's area of jurisdiction.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

   The Butte Meadows area: Vehicle and foot patrols in developed Forest Service campgrounds, including Butte Meadows (12 sites) and Cherry Hill (36 sites). Vehicle and foot patrols in undeveloped camping areas receiving public use, such as along Humboldt County Road from the Lassen National Forest Boundary to Jonesville. Vehicle patrols in the Butte Meadows and Jonesville Forest Service homesite areas.

The Philbrook Lake area: Vehicle and foot patrols in developed Forest Service campgrounds, including West Branch. Vehicle and foot patrols in undeveloped camping areas receiving public use, such as along the paved road into Philbrook Lake, the willows area on the east end of the lake and the High Lakes trailhead area.

Other undeveloped areas: Vehicle and foot patrols in undeveloped camping areas receiving public use, such as Soda Springs, along Humboldt and Humbug County Roads and in the Fish Creek and Last Chance Creek areas.

Total reimbursement for this category shall not exceed the amount of: $5,300.00. Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: $7,500.00.

IV. EQUIPMENT AND SUPPLIES/TRAINING:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

See Cooperative Law Enforcement Agreement Provision IV-K for additional information.

Actual documented cost, agreed to in advance.

Total reimbursement for this category shall not exceed the amount of: $500.00
NOTE: Funds not used for Equipment/Training and/or Dispatch may be used for Patrol activities.

V. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will

coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

VI. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

For services requested in items I, II and agreed to under III and IV, reimbursement will be based on itemized bills, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before 31 Dec 2013.

A. Mail copies of itemized billing statements to:

Duane Jackson, Patrol Captain
2250 Riverside Dr
Susanville, CA 96130

NOTE: The Central Contractors Registration (CCR) will no longer be used to register the County Sheriff's DUNS#. The new System for Award Management (SAM) at www.sam.gov will now be used for the verification of the Electronic Funds Transfer (EFT) banking information. SAM will be used for all future registrations and updates.

B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs
Patrol Dispatch Activities	$2,200
Patrol Activities	$5,300
Equipment and Supplies/Training	$ 500
Total	**$8,000**

C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

J. W. Smith — 3/25/13
JERRY W. SMITH, Sheriff — Date
Butte County

Jerry Bird — 03/13/13
JERRY BIRD, Forest Supervisor — Date
U.S. Forest Service, Lassen National Forest

Janet Woods — 3/29/13
N — Date
E

JANET WOODS
PURCHASING AGENT

Scott Harris — 4/23/13
SCOTT HARRIS, Special Agent in Charge — Date
U.S. Forest Service, Pacific Southwest Region

APPROVED AS TO FORM
Butte County Counsel
By Bruce L. Alpert

Approved for fiscal control, subject to budget appropriation
Auditor's Office
By Rebecca Gitting

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

02/25/2013

SUWANNEE MILBURN
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

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

COUNTY OF BUTTE

R 41197

CONTRACT NO.

FS Agreement No. 11-LE-11051360-207
Modification No. 09

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL PATROL OPERATIONS PLAN & FINANCIAL PLAN
Between The
BUTTE COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
PLUMAS NATIONAL FOREST

2013 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Butte County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Plumas National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #11-LE-11051360-207 executed on August 6, 2010. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October1, 2012 and ending September 30, 2013.

FY2013 Total Annual Operating Plan: $8,000

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Jerry W. Smith, Sheriff 33 County Center Dr Oroville, CA 95965 530-538-7434 FAX 530-538-2805 JWsmith@buttecounty.net	Susan Tiffany, Administrative Analyst 33 County Center Dr Oroville, CA 95965 530-538-7543 FAX 530-538-2805 stiffany @buttecounty.net

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Chris Holland, Patrol Captain 159 Lawrence St P.O. Box 11500 Quincy, CA 95971 530-949-7036 (cell) chrisholland@fs.fed.us	Katie Martens, Admin Assistant 159 Lawrence St P.O. Box 11500 Quincy, CA 95971 530-283-7775 krmartens@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

$0.565/mile patrolled
Per diem rate is $42/M&IE + $60 lodging/day
Wages at the prevailing rate of $32.00/hour base plus overtime for the individual officer at the rate of $48.00/hour.

II. PATROL DISPATCH SERVICES:

A. Butte County will be an unscheduled service.

Total reimbursement for this category shall not exceed the amount of $2,200.00

III. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

All Forest Service roads within the Cooperator's area of jurisdiction.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

Feather Falls Trailhead: Patrol three hours one weekend/week between 1300-1900. Patrol three hours alternate Saturday/Sunday between 1500-2400.

Milsap Bar: Patrol four hours one weekend/week between 1300-1900. Patrol three hours alternate Saturday/Sunday between 1500-2400.

Sly Creek Recreation Area: Intermittent patrols during high use, times and frequency to be determined at the discretion of the Deputy on patrol.

Total reimbursement for this category shall not exceed the amount of: **$5,300.00.** Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: $7,500.00.

IV. EQUIPMENT AND SUPPLIES/TRAINING:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

See Cooperative Law Enforcement Agreement Provision IV-K for additional information.

Actual documented cost, agreed to in advance.

Total reimbursement for this category shall not exceed the amount of: $500.00
NOTE: Funds not used for Equipment and Supplies / Training may be used for Patrol activities.

V. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the

Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

VI. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

For services requested in items I, II and agreed to under III and IV, reimbiursement will be based on itemized bills, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before 31 Dec 2013.

A. Mail copies of itemized billing statements to:

Duane Jackson, Patrol Captain
2250 Riverside Dr
Susanville, CA 96130

NOTE: The Central Contractors Registration (CCR) will no longer be used to register the County Sheriff's DUNS#. The new System for Award Management (SAM) at www.sam.gov will now be used for the verification of the Electronic Funds Transfer (EFT) banking information. SAM will be used for all future registrations and updates.

B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs
Patrol Dispatch Activities	$2,200.00
Patrol Activities	$5,300.00

Equipment and Supplies / Training	$ 500.00
Total	**$8,000.00**

C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

JERRY W. SMITH, Sheriff
Butte County

7/25/13
Date

EARL FORD, Forest Supervisor
U.S. Forest Service, Plumas National Forest

3/18/2013
Date

JANET WOODS
PURCHASING AGENT

4/4/13
Date

SCOTT HARRIS, Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

4/23/13
Date

APPROVED AS TO FORM
Butte County Counsel

Approved for fiscal control, subject to budget appropriation
Auditor's Office
By

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

02/25/2013

SUWANNEE MILBURN
U.S. Forest Service Grants & Agreements Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

USDA, Forest Service

OMB 0596-0217
FS-1500-8A

FS Agreement No. 12-LE-11051360-003
Modification No. Mod 009
Cooperator Agreement No.

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL PATROL OPERATIONS PLAN & FINANCIAL PLAN
Between The
YUBA COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
TAHOE AND PLUMAS NATIONAL FORESTS

2015 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Yuba County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Tahoe and Plumas National Forests, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #12-LE-1105-1360-003 executed on October 5, 2011. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2014 and ending September 30, 2015.

FY2015 Total Annual Operating Plan: $7,000.00

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Steve Durfor Sheriff, Yuba County Yuba County Sheriff's Office 215 5th Street – Suite 150 Marysville, CA, 95901 Telephone: 530.749.7779	Beckie Howard Yuba County Sheriff's Office 215 5th Street – Suite 150 Marysville, CA, 95901 Telephone: 530.749.7731 Email: bhoward@co.yuba.ca.us

Ron Johnson Patrol Captain Yuba County Sheriff's Office 215 5th Street Marysville, CA, 95901 Telephone: 530.741.6331	

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Joseph M. Cook, Patrol Captain 631 Coyote Street Nevada City, CA 95959 Telephone: 530-478-6148 FAX: 530-478-6179 Email: jcook02@fs.fed.us	Melissa Ewing 631 Coyote Street Nevada City, CA 95959 Telephone: 530-478-6166 FAX: 530-478-6179 Email: melissaewing@fs.fed.us
	Constance Zipperer, Grants Management Specialist 1323 Club Drive Vallejo, CA 94592-1110 Telephone: 707-562-8782 FAX: 707-562-9144 Email: czipperer@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise. The following rates include wages, fringe benefits, and equipment:

Salary (base)	$35.00 per hour, $45.00/with mileage
Salary (overtime)	$52.50 per hour, $62.50/with mileage
Per diem costs	$39.00/m&ie + $65.00/lodging,

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity. The emphasis for patrols should be focused on periods of higher visitor use, typically Fridays, Saturdays and Sundays. Actual work schedules may be negotiated between the designated representatives

1. Patrol in the following campgrounds, developed sites, or dispersed areas:

Cooperator agrees to make patrols through the campgrounds and areas of concentrated use, including but not limited to the high use areas of Hornswoggle, Schoolhouse, Dark Day, and Oregon Creek. Patrols shall be conducted on a call when needed basis or as scheduled by the designated representative.

When requested by the Forest Service designated representative, and as resources are available, the Cooperator will assist the Forest Service in conducting support activities related to the enforcement and investigation of violations of criminal law as they pertain to the mission of the Forest Service.

Total reimbursement for this category shall not exceed the amount of: $7,000.00.

B. Cooperator personnel assigned to duties in Section II must be regular employees of the Yuba County Sheriff's Office with at least POST certification to operate in a solo-officer capacity. The Cooperator's assigned personnel will utilize the County's standard equipment and vehicle, or perform foot patrol, and will be in standard uniform at all times, unless otherwise requested by the Forest Service.

The assigned Deputy will possess a Forest Service radio and maintain communications with Grass Valley ECC Dispatch, including going in and out of service, at all times during the patrols.

Duties for that day or time period will be entirely Forest Service oriented and patrol the areas at the request of the Forest Service designated representative. The assigned Deputy should not generally be available for routine calls for service other than those at the request of the Forest Service. Since the billable period is an hour, any calls off National Forest land that result in absence for an hour or more, will be documented and will not be billable. Patrols should be conducted with a designated Forest Officer accompanying the Deputy, as available.
For each patrol shift, the Deputy will complete and turn in a Daily Field Activity Report (DFAR, FS 5300-26, attached). The Sheriff's Deputy will complete the report after each activity and give to the Forest Service designated representative bi weekly.

The Cooperator will complete and submit to the Forest Service the Forest Service Cooperative Law Enforcement Activity Report (FS 5300-5, attached) identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled by the cooperator during regular duties. Both report forms are attached to this Exhibit and/or the Cooperative Agreement. Each Forest Service designated representative will also provide the forms as needed.

The Cooperator may not be reimbursed for the services of personnel who are employed by the Forest Service in a law enforcement capacity and are also Reserve Officers of the Cooperator.

III. EQUIPMENT AND SUPPLIES:

See Cooperative Law Enforcement Agreement Provision IV-J for additional information.

The Forest Service will loan those surplus items that will further the cooperative effort. These items are property, but in most cases will be expendable. The items will be tracked and accounted for by the Tahoe National Forest Patrol Captain. Items will be returned to the Forest Service when no longer needed and will report the damage or destruction of such property when applicable or no longer serviceable.

If any of these surplus items have original high value, serial numbers, sensitivity in storage, security or use, they will be loaned and accounted for on an amendment to this operating plan.

If the equipment is abused or neglected, as determined by the Forest Service, the Cooperator may be billed for the repairs or replacement of like equipment.

IV. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify

times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

V. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

For services requested in items I, II and agreed to under II and IV, reimbursement will be based upon itemized bills furnished monthly, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before December 31, 2015.

a. Mail copies of itemized billing statements and patrol logs to:

Melissa Ewing
Law Enforcement & Investigations
631 Coyote Street
Nevada City, CA 95959

b. The Albuquerque Service Center (ASC) is the payment center for all payments. Do not send backup documents to the ASC. Send only the hard copy invoice & Law Enforcement Billing Summary to the ASC via any of the following three options:

1. US Forest Service
   Albuquerque Service Center
   Payment – Grants and Agreements
   1001 B Sun Ave NE
   Albuquerque, NM 87109

2. Or FAX to : 877.687.4894 – Attn: Payments, Grants and Agreements

3. Or e-mail scanned invoice to: asc_g&a@fs.fed.us

NOTE: Annually update the Central Contractors Registration (CCR) of the County Sheriff's DUNS# on the CCR website at www.ccr.gov for the verification of the Electronic Funds Transfer (EFT) banking information.

A. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	$7,000.00	
Training		
Equipment and Supplies		
Dispatch		
Special Enforcement Situations		
Total	**$7,000.00**	

B. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

STEVE DUREOR, Sheriff
Yuba County

Date 07/14/15

APPROVED AS TO F
ANGIL P. MORRIS-J
JUN - 2 2015 COUNTY COUNSEL

MARY JANE GRIEGO, Chairman
Yuba County Board of Supervisor

Date

TOM QUINN, Forest Supervisor
U.S. Forest Service, Tahoe National Forest

6/18/15
Date

EARL W. FORD, Forest Supervisor
U.S. Forest Service, Plumas National Forest

7/1/2015
Date

DON HOANG Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

7/20/15
Date

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

CONSTANCE ZIPPERER, Grants Management Specialist

Date

U.S. Forest Service, Pacific Southwest Region

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

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

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

STEVE DURFOR, Sheriff — Date
Yuba County

MARY JANE GRIEGO, Chairman — Date
Yuba County Board of Supervisor

TOM QUINN, Forest Supervisor — Date
U.S. Forest Service, Tahoe National Forest

EARL W. FORD, Forest Supervisor — Date
U.S. Forest Service, Plumas National Forest

DON HOANG, Acting Special Agent in Charge — Date
U.S. Forest Service, Pacific Southwest Region

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

Constance Zipp — 23 April 2015

CONSTANCE ZIPPERER, Grants Management — Date
Specialist U.S. Forest Service, Pacific Southwest Region

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FS Agreement No. 12-LE-11051360-003
Modification No. Mod 006
Cooperator Agreement No.

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL PATROL OPERATIONS PLAN & FINANCIAL PLAN
Between The
YUBA COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
TAHOE AND PLUMAS NATIONAL FORESTS

2014 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Yuba County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Tahoe and Plumas National Forests, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #12-LE-1105-1360-003 executed on October 5, 2011. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2013 and ending September 30, 2014.

FY2013 Total Annual Operating Plan: $7,000.00

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Steve Durfor Sheriff, Yuba County Yuba County Sheriff's Office 215 5th Street – Suite 150 Marysville, CA, 95901 Telephone: 530.749.7779	Beckie Howard Yuba County Sheriff's Office 215 5th Street – Suite 150 Marysville, CA, 95901 Telephone: 530.749.7731 Email: bhoward@co.yuba.ca.us

Ron Johnson Patrol Captain Yuba County Sheriff's Office 215 5th Street Marysville, CA, 95901 Telephone: 530.741.6331	

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Michael Casey, Patrol Captain 825 N. Humboldt Avenue Willows, CA 95988 Telephone: 530-934-1261 FAX: 530-934-1128 Email: mecasey@fs.fed.us	Melissa Ewing 631 Coyote Street Nevada City, CA 95959 Telephone: 530-478-6166 FAX: 530-478-6179 Email: melissaewing@fs.fed.us
	Constance Zipperer, Grants Management Specialist 1323 Club Drive Vallejo, CA 94592-1110 Telephone: 707-562-8782 FAX: 707-562-9144 Email: semilburn@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise. The following rates include wages, fringe benefits, and equipment:

Salary (base)	$35.00 per hour, $45.00/with mileage
Salary (overtime)	$52.50 per hour, $62.50/with mileage
Per diem costs	$39.00/m&ie + $65.00/lodging,

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity. The emphasis for patrols should be focused on periods of higher visitor use, typically Fridays, Saturdays and Sundays. Actual work schedules may be negotiated between the designated representatives

1. Patrol in the following campgrounds, developed sites, or dispersed areas:

Cooperator agrees to make patrols through the campgrounds and areas of concentrated use, including but not limited to the high use areas of Hornswoggle, Schoolhouse, Dark Day, and Oregon Creek. Patrols shall be conducted on a call when needed basis or as scheduled by the designated representative.

When requested by the Forest Service designated representative, and as resources are available, the Cooperator will assist the Forest Service in conducting support activities related to the enforcement and investigation of violations of criminal law as they pertain to the mission of the Forest Service.

Total reimbursement for this category shall not exceed the amount of: $7,000.00.

B. Cooperator personnel assigned to duties in Section II must be regular employees of the Yuba County Sheriff's Office with at least POST certification to operate in a solo-officer capacity. The Cooperator's assigned personnel will utilize the County's standard equipment and vehicle, or perform foot patrol, and will be in standard uniform at all times, unless otherwise requested by the Forest Service.

The assigned Deputy will possess a Forest Service radio and maintain communications with Grass Valley ECC Dispatch, including going in and out of service, at all times during the patrols.

Duties for that day or time period will be entirely Forest Service oriented and patrol the areas at the request of the Forest Service designated representative. The assigned Deputy should not generally be available for routine calls for service other than those at the request of the Forest Service. Since the billable period is an hour, any calls off National Forest land that result in absence for an hour or more, will be documented and will not be billable. Patrols should be conducted with a designated Forest Officer accompanying the Deputy, as available.
For each patrol shift, the Deputy will complete and turn in a Daily Field Activity Report (DFAR, FS 5300-26, attached). The Sheriff's Deputy will complete the report after each activity and give to the Forest Service designated representative bi weekly.

The Cooperator will complete and submit to the Forest Service the Forest Service Cooperative Law Enforcement Activity Report (FS 5300-5, attached) identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled by the cooperator during regular duties. Both report forms are attached to this Exhibit and/or the Cooperative Agreement. Each Forest Service designated representative will also provide the forms as needed.

The Cooperator may not be reimbursed for the services of personnel who are employed by the Forest Service in a law enforcement capacity and are also Reserve Officers of the Cooperator.

III. EQUIPMENT AND SUPPLIES:

See Cooperative Law Enforcement Agreement Provision IV-J for additional information.

The Forest Service will loan those surplus items that will further the cooperative effort. These items are property, but in most cases will be expendable. The items will be tracked and accounted for by the Tahoe National Forest Patrol Captain. Items will be returned to the Forest Service when no longer needed and will report the damage or destruction of such property when applicable or no longer serviceable.

If any of these surplus items have original high value, serial numbers, sensitivity in storage, security or use, they will be loaned and accounted for on an amendment to this operating plan.

If the equipment is abused or neglected, as determined by the Forest Service, the Cooperator may be billed for the repairs or replacement of like equipment.

IV. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team

managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

V. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

For services requested in items I, II and agreed to under II and IV, reimbursement will be based upon itemized bills furnished monthly, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before December 31, 2014.

a. Mail copies of itemized billing statements and patrol logs to:

Melissa Ewing
Law Enforcement & Investigations
631 Coyote Street
Nevada City, CA 95959

b. The Albuquerque Service Center (ASC) is the payment center for all payments. Do not send backup documents to the ASC. Send only the hard copy invoice & Law Enforcement Billing Summary to the ASC via any of the following three options:

1. US Forest Service
   Albuquerque Service Center
   Payment – Grants and Agreements
   1001 B Sun Ave NE
   Albuquerque, NM 87109

2. Or FAX to : 877.687.4894 – Attn: Payments, Grants and Agreements

3. Or e-mail scanned invoice to: asc_g&a@fs.fed.us

NOTE: Annually update the Central Contractors Registration (CCR) of the County Sheriff's DUNS# on the CCR website at www.ccr.gov for the verification of the Electronic Funds Transfer (EFT) banking information.

A. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	$7,000.00	N/A
Training	0.00	N/A
Equipment and Supplies	0.00	N/A
Dispatch	0.00	N/A
Special Enforcement Situations	0.00	N/A
Total	**$7,000.00**	**N/A**

B. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

STEVE DURFOR, Sheriff
Yuba County, CA

02/24/14
Date

APPROVED AS TO FORM
ANGIL P. MORRIS-JONES
COUNTY COUNSEL
BY:

John Nicoletti, Chairman Yuba County Board of Supervisor

3-11-2014
Date

TOM QUINN, Forest Supervisor
for U.S. Forest Service, Tahoe National Forest

3-19-14
Date

EARL W. FORD, Forest Supervisor
U.S. Forest Service, Plumas National Forest

4/7/14
Date

SCOTT HARRIS, Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

4/16/14
Date

The authority and format of this agreement have been reviewed and approved for

signature.

Constance Zipperer

24 December 2013

CONSTANCE ZIPPERER, Grants Management Specialist
U.S. Forest Service, Pacific Southwest Region

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

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

USDA, Forest Service

OMB 0596-0217
FS-1500-8A

FS Agreement No. 12-LE-11051360-003
Modification No. Mod 4
Cooperator Agreement No.

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL PATROL OPERATIONS PLAN & FINANCIAL PLAN
Between The
YUBA COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
TAHOE AND PLUMAS NATIONAL FORESTS

2013 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Yuba County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Tahoe and Plumas National Forests, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #12-LE-1105-1360-003 executed on October 5, 2011. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2012 and ending September 30, 2013.

FY2013 Total Annual Operating Plan: $8,000.00

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

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Ron Johnson Patrol Captain Yuba County Sheriff's Office 215 5th Street Marysville, CA, 95901 Telephone: 530.741.6331	

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Gary Barnett, Patrol Captain 9646 Donner Pass Road Truckee, CA 96161-2949 Telephone: 530-587-3558 x237 FAX: 530-587-4857 Email: gbarnett@fs.fed.us	Melissa Ewing 631 Coyote Street Nevada City, CA 95959 Telephone: 530-478-6166 FAX: 530-478-6179 Email: melissaewing@fs.fed.us
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B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise. The following rates include wages, fringe benefits, and equipment:

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II. PATROL ACTIVITIES:

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See Cooperative Law Enforcement Agreement Provision IV-J for additional information.

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V. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

For services requested in items I, II and agreed to under II and IV, reimbursement will be based upon itemized bills furnished monthly, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before December 31, 2013.

a. Mail copies of itemized billing statements and patrol logs to:

Melissa Ewing
631 Coyote Street
Nevada City, CA 95959

b. The Albuquerque Service Center (ASC) is the payment center for all payments. Do not send backup documents to the ASC. Send only the hard copy invoice & Law Enforcement Billing Summary to the ASC via any of the following three options:

1. US Forest Service
   Albuquerque Service Center
   Payment – Grants and Agreements
   101 B Sun Ave NE
   Albuquerque, NM 87109

2. Or FAX to : 877.687.4894 – Attn: Payments, Grants and Agreements

3. Or e-mail scanned invoice to: **asc_g&a@fs.fed.us**

NOTE: Annually update the Central Contractors Registration (CCR) of the County Sheriff's DUNS# on the CCR website at www.ccr.gov for the verification of the Electronic Funds Transfer (EFT) banking information.

A. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	$8,000.00	
Training		
Equipment and Supplies		
Dispatch		
Special Enforcement Situations		
Total	**$8,000.00**	

B. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

APPROVED AS TO FORM
ANGIL P. MORRIS-JONE
COUNTY COUNSEL
BY:

STEVE DURFOR, Sheriff
Yuba County

01/08/13
Date

Chair Date: 2-5-13

TOM QUINN, Forest Supervisor
U.S. Forest Service, Tahoe National Forest

2/28/13
Date

EARL W. FORD, Forest Supervisor
U.S. Forest Service, Plumas National Forest

3/18/13
Date

SCOTT HARRIS, Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

4/1/13
Date

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

SUWANNEE MILBURN, Grants Management Specialist
U.S. Forest Service, Pacific Southwest Region

12/28/2012
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

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

FS Agreement No. 12-LE-11051360-006
Modification No. 008
Cooperator Agreement No.

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL PATROL OPERATIONS PLAN & FINANCIAL PLAN
Between The
PLACER COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
LAKE TAHOE BASIN MANAGEMENT UNIT
AND THE
TAHOE NATIONAL FOREST

2015 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Placer County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Lake Tahoe Basin Management Unit and the tahoe National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #12-LE-1105-1360-006 executed on December 9, 2011 . This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2014 and ending September 30, 2015.

Previous year carry-over:	$250.00
Current Fiscal year obligation:	$14,750
FY 2015 Total Annual Operating Plan:	**$15,000**

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Bill Walton Admin Sergeant 2929 Richardson Dr Auburn, CA 95603 Telephone: 530-889-7800 Email: wwalton@placer.ca.gov	Dennis Walsh Captain PO Box 1710 Tahoe City, CA 96145 Telephone: 530-581-6312 Email: dwalsh@placer.ca.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Joseph M. Cook, Patrol Captain 631 Coyote Street Nevada City, CA 95959 Telephone: 530-478-6148 FAX: 530-478-6179 Email: jcook02@fs.fed.us	Melissa Ewing 631 Coyote Street Nevada City, CA 95959 Telephone: 530-478-6166 FAX: 530-478-6179 Email: melissaewing@fs.fed.us
Frank Aguilar, Patrol Captain 100 Forni Rd Placerville, CA 95667 Telephone: 530-642-5130 Email: faguilar@fs.fed.us	Constance Zipperer, Grants Management Specialist 1323 Club Drive Vallejo, CA 94592-1110 Telephone: 707-562-9120 FAX: 707-562-9144 Email: czipperer@fs.fed.us
Westside Tahoe U. S. Forest Service Contact	**Eastside Tahoe U. S. Forest Service Contact**
Dennis Walsh, Captain Placer County Sheriff's Office P.O. Box 1710 Tahoe City, CA, 96145 Telephone: 530.581.6312 Email: dwalsh@placer.ca.gov	Laura Clarke Law Enforcement Officer Lake Tahoe Basin Management Unit 3080 North Lake Blvd Tahoe City, CA 96145 Telephone: 530.583.2869 Email: lclarke@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise. The following rates include wages, fringe benefits, and equipment:

Regular Deputies: For the services provided in Section II, the Forest Service agrees to reimburse the COOPERATOR at a rate not to exceed $100 per hour. (rate includes mileage)

Reserve Deputies: For the services provided in Section II, the Forest Service agrees to reimburse the COOPERATOR at a rate not to exceed $100 per hour. (rate includes mileage)

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. The emphasis for patrols should focus on periods of higher visitor use such as Friday evenings, Saturday days, evenings, nights, and Sunday mornings, primarily between Memorial and Labor

Day holiday weekends with potential extra emphasis on the Independence Day weekend, or as otherwise requested by the Forest Service. Actual work schedules will be negotiated between the designated representatives a minimum of 24 hours in advance. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

B. Patrol in the following campgrounds, developed sites, and dispersed areas:

LEO Laura Clarke is the Forest Service Representative for the following areas:

Granite Flat	Goose Meadows	Silver Creek	Truckee River
Pole Creek Road	Sawtooth Ridge Road	Barker Pass	Kaspian
Martis Peak Lookout	Blackwood Canyon	William Kent	Sixty-four Acres
Chambers Landing		McKinney/Rubicon OHV staging area	

LEO Tom Madrigal is the Forest Service Representative for the following areas:

Forbes Creek	Shirttail	Giant Gap	Manzanita Day Use
China Wall Staging Area		North Fork Campground	
Onion Valley	Tunnel Mills	Ralston Picnic and Big Reservoir/Morning	
Big Bend	Hampshire Rocks	French Meadows	
Parker Flat OHV & Sugar Pine OHV area			

PC Frank Aguilar is the Forest Service Representative for the Hell Hole Reservoir area:

Hell Hole	Big Meadow Campgrounds

Patrols shall be conducted on a call when needed basis or as scheduled by the Forest Service designated representative.

When requested by the Forest Service designated representative, and as resources are available, the Cooperator will assist the Forest Service in conducting support activities related to the enforcement and investigation of violations of criminal law as they pertain to the mission of the Forest Service.

Total reimbursement for this category shall not exceed the amount of: $15,000.00.

C. Cooperator personnel assigned to duties in Section II must be regular employees of the Placer County Sheriff's Office with at least POST certification to operate in a solo-officer capacity. The Cooperator's assigned personnel will utilize the County's standard equipment and vehicle, or perform foot patrol, and will be in standard uniform at all times, unless otherwise requested by the Forest Service.

The assigned Deputy will possess a Forest Service radio and maintain communications with Grass Valley ECC Dispatch, including going in and out of service, at all times during the patrols.

Duties for that day or time period will be entirely Forest Service oriented and patrol the

areas at the request of the Forest Service designated representative. The assigned Deputy should not generally be available for routine calls for service other than those at the request of the Forest Service. Since the billable period is an hour, any calls off National Forest land that result in absence for an hour or more, will be documented and will not be billable. Patrols should be conducted with a designated Forest Officer accompanying the Deputy, as available.

For each patrol shift, the Deputy will complete and turn in a Daily Field Activity Report (DFAR, FS 5300-26, attached). The Sheriff's Deputy will complete the report after each activity and give to the Forest Service designated representative bi weekly.

The Cooperator will complete and submit to the Forest Service the Forest Service Cooperative Law Enforcement Activity Report (FS 5300-5, attached) identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled by the cooperator during regular duties. Both report forms are attached to this Exhibit and/or the Cooperative Agreement. Each Forest Service designated representative will also provide the forms as needed.

The Cooperator may not be reimbursed for the services of personnel who are employed by the Forest Service in a law enforcement capacity and are also Reserve Officers of the Cooperator.

III. EQUIPMENT AND SUPPLIES:

See Cooperative Law Enforcement Agreement Provision IV-J for additional information.

The Forest Service will loan those surplus items that will further the cooperative effort. These items are property, but in most cases will be expendable. The items will be tracked and accounted for by the Tahoe National Forest Patrol Captain. Items will be returned to the Forest Service when no longer needed and will report the damage or destruction of such property when applicable or no longer serviceable.

If any of these surplus items have original high value, serial numbers, sensitivity in storage, security or use, they will be loaned and accounted for on an amendment to this operating plan.

If the equipment is abused or neglected, as determined by the Forest Service, the Cooperator may be billed for the repairs or replacement of like equipment.

IV. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

V. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

For services requested in items I, II and agreed to under II and IV, reimbursement will be based upon itemized bills furnished monthly, along with certification that the services have

been performed. Final billings for reimbursement must be received by the Forest Service before December 31, 2015.

a. Mail copies of itemized billing statements and patrol logs to:

Melissa Ewing
Law Enforcement & Investigations
631 Coyote Street
Nevada City, CA 95959

b. The Albuquerque Service Center (ASC) is the payment center for all payments. Do not send backup documents to the ASC. Send only the hard copy invoice & Law Enforcement Billing Summary to the ASC via any of the following three options:

1. US Forest Service
   Albuquerque Service Center
   Payment – Grants and Agreements
   1001 B Sun Ave NE
   Albuquerque, NM 87109

2. Or FAX to : 877.687.4894 – Attn: Payments, Grants and Agreements

3. Or e-mail scanned invoice to: asc_g&a@fs.fed.us

NOTE: Annually update the Central Contractors Registration (CCR) of the County Sheriff's DUNS# on the CCR website at www.ccr.gov for the verification of the Electronic Funds Transfer (EFT) banking information.

A. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	$15,000.00	
Training	0.00	
Equipment and Supplies	0.00	
Dispatch	0.00	
Special Enforcement Situations	0.00	
Total	**$15,000.00**	

B. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

3-22-15

EDWARD N. BONNER, Sheriff-Coroner-Marshal — Date
Placer County

3/9/15

TOM QUINN, Forest Supervisor — Date
US Forest Service, Tahoe National Forest

Jeff Marsolais/Forest Supervisor 3/17/15

NANCY J. GIBSON, Forest Supervisor — Date
US Forest Service, Lake Tahoe Basin Mgt. Unit

6/9/15

~~SCOTT HARRIS~~, Special Agent in Charge DON HOANG — Date
U.S. Forest Service, Pacific Southwest Region

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

13 February 2015

CONSTANCE ZIPPERER, — Date
Grants Management Specialist
U.S. Forest Service, Pacific Southwest Region

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

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

FS Agreement No. 12-LE-11051360-006
Modification No. 005
Cooperator Agreement No.

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL PATROL OPERATIONS PLAN & FINANCIAL PLAN
Between The
PLACER COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
LAKE TAHOE BASIN MANAGEMENT UNIT
AND THE
TAHOE NATIONAL FOREST

2014 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Placer County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Lake Tahoe Basin Management Unit and the tahoe National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #12-LE-1105-1360-006 executed on . This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2013 and ending September 30, 2014.

FY2013 Total Annual Operating Plan: $17,000.00

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Bill Walton Admin Sergeant 2929 Richardson Dr Auburn, CA 95603 Telephone: 530-889-7800 Email: wwalton@placer.ca.gov	Jeff Ausnow Captain PO Box 1710 Tahoe City, CA 96145 Telephone: 530-581-6312 Email: jausnow@placer.ca.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Michael Casey, Patrol Captain 825 N. Humboldt Avenue Willows, CA 95988 Telephone: 530-934-1261 FAX: 530-934-1128 Email: mecasey@fs.fed.us	Melissa Ewing 631 Coyote Street Nevada City, CA 95959 Telephone: 530-478-6166 FAX: 530-478-6179 Email: melissaewing@fs.fed.us
Frank Aguilar, Patrol Captain 100 Forni Rd Placerville, CA 95667 Telephone: 530-642-5130 Email: faguilar@fs.fed.us	Constance Zipperer, Grants Management Specialist 1323 Club Drive Vallejo, CA 94592-1110 Telephone: 707-562-9120 FAX: 707-562-9144 Email: czipperer@fs.fed.us
Westside Tahoe U. S. Forest Service Contact	**Eastside Tahoe U. S. Forest Service Contact**
Jeff Ausnow Captain Placer County Sheriff's Office P.O. Box 1710 Tahoe City, CA, 96145 Telephone: 530.581.6312 Email: Jausnow@placer.ca.gov	Laura Clarke Law Enforcement Officer Lake Tahoe Basin Management Unit 3080 North Lake Blvd Tahoe City, CA 96145 Telephone: 530.583.2869 Email: lclarke@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise. The following rates include wages, fringe benefits, and equipment:

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Martis Peak Lookout	Blackwood Canyon	William Kent	Sixty-four Acres
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Onion Valley	Tunnel Mills	Ralston Picnic and Big Reservoir/Morning	
Big Bend	Hampshire Rocks	French Meadows	
Parker Flat OHV & Sugar Pine OHV area			

PC Frank Aguilar is the Forest Service Representative for the Hell Hole Reservoir area:

Hell Hole	Big Meadow Campgrounds

Patrols shall be conducted on a call when needed basis or as scheduled by the Forest Service designated representative.

When requested by the Forest Service designated representative, and as resources are available, the Cooperator will assist the Forest Service in conducting support activities related to the enforcement and investigation of violations of criminal law as they pertain to the mission of the Forest Service.

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III. EQUIPMENT AND SUPPLIES:

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The Forest Service will loan those surplus items that will further the cooperative effort. These items are property, but in most cases will be expendable. The items will be tracked and accounted for by the Tahoe National Forest Patrol Captain. Items will be returned to the Forest Service when no longer needed and will report the damage or destruction of such property when applicable or no longer serviceable.

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If the equipment is abused or neglected, as determined by the Forest Service, the Cooperator may be billed for the repairs or replacement of like equipment.

IV. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

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a. Mail copies of itemized billing statements and patrol logs to:

Melissa Ewing
Law Enforcement & Investigations
631 Coyote Street
Nevada City, CA 95959

b. The Albuquerque Service Center (ASC) is the payment center for all payments. Do not send backup documents to the ASC. Send only the hard copy invoice & Law Enforcement Billing Summary to the ASC via any of the following three options:

1. US Forest Service
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   1001 B Sun Ave NE
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2. Or FAX to : 877.687.4894 – Attn: Payments, Grants and Agreements

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NOTE: Annually update the Central Contractors Registration (CCR) of the County Sheriff's DUNS# on the CCR website at www.ccr.gov for the verification of the Electronic Funds Transfer (EFT) banking information.

A. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	$17,000	N/A
Training	0	N/A
Equipment and Supplies	0	N/A
Dispatch	0	N/A
Special Enforcement Situations	0	N/A
Total	**$17,000**	**N/A**

B. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

4-9-14

EDWARD N. BONNER, Sheriff-Coroner-Marshal — Date
Placer County, CA

4.22.14

For TOM QUINN, Forest Supervisor — Date
US Forest Service, Tahoe National Forest

5/19/14

NANCY J. GIBSON, Forest Supervisor — Date
US Forest Service, Lake Tahoe Basin Mgt. Unit

5/20/14

SCOTT HARRIS, Special Agent in Charge — Date
U.S. Forest Service, Pacific Southwest Region

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

24 December 2013

CONSTANCE ZIPPERER, Grants Management Specialist — Date
U.S. Forest Service, Pacific Southwest Region

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

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

FS Agreement No. 12-LE-11051360-006
Modification No. Mod 03
Cooperator Agreement No.

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL PATROL OPERATIONS PLAN & FINANCIAL PLAN
Between The
PLACER COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
LAKE TAHOE BASIN MANAGEMENT UNIT
AND THE
TAHOE NATIONAL FOREST

2013 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Placer County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Lake Tahoe Basin Management Unit and the tahoe National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #12-LE-1105-1360-006 executed on . This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2012 and ending September 30, 2013.

FY2013 Total Annual Operating Plan: $20,000.00

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Bill Walton Admin Sergeant 2929 Richardson Dr Auburn, CA 95603 Telephone: 530-889-7800 Email: wwalton@placer.ca.gov	Jeff Ausnow Captain PO Box 1710 Tahoe City, CA 96145 Telephone: 530-581-6312 Email: jausnow@placer.ca.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Gary Barnett, Patrol Captain 9646 Donner Pass Road Truckee, CA 96161-2949 Telephone: 530-587-3558 x237 FAX: 530-587-4857 Email: gbarnett@fs.fed.us	Melissa Ewing 631 Coyote Street Nevada City, CA 95959 Telephone: 530-478-6166 FAX: 530-478-6179 Email: melissaewing@fs.fed.us
Frank Aguilar, Patrol Captain 100 Forni Rd Placerville, CA 95667 Telephone: 530-642-5130 Email: faguilar@fs.fed.us	Suwannee Milburn, G&A Specialist 1323 Club Drive Vallejo, CA 94592-1110 Telephone: 707-562-8782 FAX: 707-562-9144 Email: semilburn@fs.fed.us
Westside Tahoe U. S. Forest Service Contact	**Eastside Tahoe U. S. Forest Service Contact**
Jeff Ausnow Captain Placer County Sheriff's Office P.O. Box 1710 Tahoe City, CA, 96145 Telephone: 530.581.6312 Email: Jausnow@placer.ca.gov	Laura Clarke Law Enforcement Officer Lake Tahoe Basin Management Unit 3080 North Lake Blvd Tahoe City, CA 96145 Telephone: 530.583.2869 Email: lclarke@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise. The following rates include wages, fringe benefits, and equipment:

Regular Deputies: For the services provided in Section II, the Forest Service agrees to reimburse the COOPERATOR at a rate not to exceed $100 per hour. (rate includes mileage)

Reserve Deputies: For the services provided in Section II, the Forest Service agrees to reimburse the COOPERATOR at a rate not to exceed $100 per hour. (rate includes mileage)

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities. and day-to-day needs of both Cooperator and the U.S. Forest Service. The emphasis for patrols should focus on periods of higher visitor use such as Friday evenings, Saturday days, evenings, nights, and Sunday mornings, primarily between Memorial and Labor Day holiday weekends with potential extra emphasis on the Independence Day weekend, or as otherwise requested by the Forest Service. Actual work schedules will be

negotiated between the designated representatives a minimum of 24 hours in advance. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

B. Patrol in the following campgrounds, developed sites, and dispersed areas:

LEO Laura Clarke is the Forest Service Representative for the following areas:

Granite Flat	Goose Meadows	Silver Creek	Truckee River
Pole Creek Road	Sawtooth Ridge Road	Barker Pass	Kaspian
Martis Peak Lookout	Blackwood Canyon	William Kent	Sixty-four Acres
Chambers Landing		McKinney/Rubicon OHV staging area	

LEO Tom Madrigal is the Forest Service Representative for the following areas:

Forbes Creek	Shirttail	Giant Gap	Manzanita Day Use
China Wall Staging Area		North Fork Campground	
Onion Valley	Tunnel Mills	Ralston Picnic and Big Reservoir/Morning	
Big Bend	Hampshire Rocks	French Meadows	
Parker Flat OHV & Sugar Pine OHV area			

PC Frank Aguilar is the Forest Service Representative for the Hell Hole Reservoir area:

Hell Hole	Big Meadow Campgrounds

Patrols shall be conducted on a call when needed basis or as scheduled by the Forest Service designated representative.

When requested by the Forest Service designated representative, and as resources are available, the Cooperator will assist the Forest Service in conducting support activities related to the enforcement and investigation of violations of criminal law as they pertain to the mission of the Forest Service.

Total reimbursement for this category shall not exceed the amount of: <u>$20,000.00</u>.

C. Cooperator personnel assigned to duties in Section II must be regular employees of the Placer County Sheriff's Office with at least POST certification to operate in a solo-officer capacity. The Cooperator's assigned personnel will utilize the County's standard equipment and vehicle, or perform foot patrol, and will be in standard uniform at all times, unless otherwise requested by the Forest Service.

The assigned Deputy will possess a Forest Service radio and maintain communications with Grass Valley ECC Dispatch, including going in and out of service, at all times during the patrols.

Duties for that day or time period will be entirely Forest Service oriented and patrol the

areas at the request of the Forest Service designated representative. The assigned Deputy should not generally be available for routine calls for service other than those at the request of the Forest Service. Since the billable period is an hour, any calls off National Forest land that result in absence for an hour or more, will be documented and will not be billable. Patrols should be conducted with a designated Forest Officer accompanying the Deputy, as available.

For each patrol shift, the Deputy will complete and turn in a Daily Field Activity Report (DFAR, FS 5300-26, attached). The Sheriff's Deputy will complete the report after each activity and give to the Forest Service designated representative bi weekly.

The Cooperator will complete and submit to the Forest Service the Forest Service Cooperative Law Enforcement Activity Report (FS 5300-5, attached) identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled by the cooperator during regular duties. Both report forms are attached to this Exhibit and/or the Cooperative Agreement. Each Forest Service designated representative will also provide the forms as needed.

The Cooperator may not be reimbursed for the services of personnel who are employed by the Forest Service in a law enforcement capacity and are also Reserve Officers of the Cooperator.

III. EQUIPMENT AND SUPPLIES:

See Cooperative Law Enforcement Agreement Provision IV-J for additional information.

The Forest Service will loan those surplus items that will further the cooperative effort. These items are property, but in most cases will be expendable. The items will be tracked and accounted for by the Tahoe National Forest Patrol Captain. Items will be returned to the Forest Service when no longer needed and will report the damage or destruction of such property when applicable or no longer serviceable.

If any of these surplus items have original high value, serial numbers, sensitivity in storage, security or use, they will be loaned and accounted for on an amendment to this operating plan.

If the equipment is abused or neglected, as determined by the Forest Service, the Cooperator may be billed for the repairs or replacement of like equipment.

IV. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify**Error! Reference source not found.**whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident. Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

V. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

For services requested in items I, II and agreed to under II and IV, reimbursement will be based upon itemized bills furnished monthly, along with certification that the services have

been performed. Final billings for reimbursement must be received by the Forest Service before December 31, 2013.

a. Mail copies of itemized billing statements and patrol logs to:

Melissa Ewing
631 Coyote Street
Nevada City, CA 95959

b. The Albuquerque Service Center (ASC) is the payment center for all payments. Do not send backup documents to the ASC. Send only the hard copy invoice & Law Enforcement Billing Summary to the ASC via any of the following three options:

1. US Forest Service
   Albuquerque Service Center
   Payment – Grants and Agreements
   1001 B Sun Ave NE
   Albuquerque, NM 87109

2. Or FAX to : 877.687.4894 – Attn: Payments, Grants and Agreements

3. Or e-mail scanned invoice to: asc_g&a@fs.fed.us

NOTE: Annually update the Central Contractors Registration (CCR) of the County Sheriff's DUNS# on the CCR website at www.ccr.gov for the verification of the Electronic Funds Transfer (EFT) banking information.

A. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	$20,000.00	
Training		
Equipment and Supplies		
Dispatch		
Special Enforcement Situations		
Total	**$20,000.00**	

B. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

EDWARD N. BONNER, Sheriff-Coroner-Marshal Placer County	4-18-13 Date
TOM QUINN, Forest Supervisor US Forest Service, Tahoe National Forest	4/24/13 Date
NANCY J. GIBSON, Forest Supervisor US Forest Service, Lake Tahoe Basin Mgt. Unit	5/6/13 Date
SCOTT HARRIS, Special Agent in Charge U.S. Forest Service, Pacific Southwest Region	5/15/13 Date

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

SUWANNEE MILBURN, Grants Management Specialist U.S. Forest Service, Pacific Southwest Region	12/28/2012 Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

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

FS Agreement No. 12-LE-11051360-005
Modification No. 008
Cooperator Agreement No.

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL PATROL OPERATIONS PLAN & FINANCIAL PLAN
Between The
NEVADA COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
TAHOE NATIONAL FOREST

2015 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Nevada County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, the Tahoe National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #12-LE-1105-1360-005 executed on February 7, 2012. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2014 and ending September 30, 2015.

Previous Year Unexpended Funds: $0.00
Current FY-15 Year Obligation: $13,000.00
FY2015 Total Annual Operating Plan: $13,000.00

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Ron Smith Operations Captain Nevada County Sheriff's Office 950 Maidu Ave. Nevada City, CA, 95959 Telephone: 530.265.1596 Email: ron.smith@co.nevada.ca.us	Marie Delany Nevada County 950 Maidu Ave. Nevada City, CA 95959-8600 Telephone: (530) 265-1397 FAX: (530) 470-0439 SheriffFinance@co.nevada.ca.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Joseph M. Cook, Patrol Captain 631 Coyote Street Nevada City, CA 95959 Telephone: 530-478-6148 FAX: 530-478-6179 Email: jcook02@fs.fed.us	Melissa Ewing, Law Enforcement Admin 631 Coyote Street Nevada City, CA 95959 Telephone: 530-478-6166 FAX: 530-478-6179 Email: melissaewing@fs.fed.us
	Constance Zipperer, Grants Management Specialist 1323 Club Drive Vallejo, CA 94592-1110 Telephone: 707-562-8782 FAX: 707-562-9144 Email: czipperer@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise. The following rates include wages, fringe benefits, and equipment:

1. *Regular Deputies:* For the services provided in Section II, the Forest Service agrees to reimburse the Cooperator at a rate not to exceed **$52.49** per hour and **$.50** per mile.

2. *Reserve Deputies:* For the services provided in Section II, the Forest Service agrees to reimburse the Cooperator at a rate not to exceed **$31.00** per hour and **$.50** per mile.

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. The emphasis for patrols should focus on periods of higher visitor use such as Friday evenings, Saturday days, evenings, nights, and Sunday mornings, primarily between Memorial and Labor Day holiday weekends with potential extra emphasis on the Independence Day weekend, or as otherwise requested by the Forest Service. Actual work schedules will be negotiated between the designated representatives a minimum of 24 hours in advance. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

B. Patrol in the following campgrounds, developed sites, and dispersed areas:

Boca Reservoir	Prosser Lake	Meadow Lake
White Clout	Skilman	Bowman Lake
Canyon Creek	Jackson Creek	Faucherie
Fuller Lake	Carr Lake	Feeley Lake

Lindsey Lake Pierce Meadow Rattlesnake Road
South Fork Yuba River, including Washington, Kelher, and Golden Quartz

Patrols shall be conducted on a call when needed basis or as scheduled by the Forest Service designated representative.

When requested by the Forest Service designated representative, and as resources are available, the Cooperator will assist the Forest Service in conducting support activities related to the enforcement and investigation of violations of criminal law as they pertain to the mission of the Forest Service.

Total reimbursement for this category shall not exceed the amount of: $13,000.00.

C. Cooperator personnel assigned to duties in Section II must be regular employees of the Nevada County Sheriff's Office with at least POST certification to operate in a solo-officer capacity. The Cooperator's assigned personnel will utilize the County's standard equipment and vehicle, or perform foot patrol, and will be in standard uniform at all times, unless otherwise requested by the Forest Service.

The assigned Deputy will possess a Forest Service radio and maintain communications with Grass Valley ECC Dispatch, including going in and out of service, at all times during the patrols.

Duties for that day or time period will be entirely Forest Service oriented and patrol the areas at the request of the Forest Service designated representative. The assigned Deputy should not generally be available for routine calls for service other than those at the request of the Forest Service. Since the billable period is an hour, any calls off National Forest land that result in absence for an hour or more, will be documented and will not be billable. Patrols should be conducted with a designated Forest Officer accompanying the Deputy, as available.

For each patrol shift, the Deputy will complete and turn in a Daily Field Activity Report (DFAR, FS 5300-26, attached). The Sheriff's Deputy will complete the report after each activity and give to the Forest Service designated representative bi weekly.

The Cooperator will complete and submit to the Forest Service the Forest Service Cooperative Law Enforcement Activity Report (FS 5300-5, attached) identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled by the cooperator during regular duties. Both report forms are attached to this Exhibit and/or the Cooperative Agreement. Each Forest Service designated representative will also provide the forms as needed.

The Cooperator may not be reimbursed for the services of personnel who are employed by the Forest Service in a law enforcement capacity and are also Reserve Officers of the Cooperator.

III. EQUIPMENT AND SUPPLIES:

See Cooperative Law Enforcement Agreement Provision IV-K, L, and M for additional information.

The Forest Service will loan those surplus items that will further the cooperative effort. These items are property, but in most cases will be expendable. The items will be tracked and accounted for by the Tahoe National Forest Patrol Captain. Items will be returned to the Forest Service when no longer needed and will report the damage or destruction of such property when applicable or no longer serviceable.

If any of these surplus items have original high value, serial numbers, sensitivity in storage, security or use, they will be loaned and accounted for on an amendment to this operating plan.

If the equipment is abused or neglected, as determined by the Forest Service, the Cooperator may be billed for the repairs or replacement of like equipment.

IV. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws

related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

Cooperator will notify Grass Valley Emergency Command Center of all known search and rescues and/or injury/fatality incidents that occur on National Forest System lands as soon as possible.

V. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

For services requested in items I, II and agreed to under II and IV, reimbursement will be based upon itemized bills furnished monthly, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before December 31, 2015.

a. Mail copies of itemized billing statements and patrol logs to:

Melissa Ewing
Law Enforcement & Investigations
631 Coyote Street
Nevada City, CA 95959

b. The Albuquerque Service Center (ASC) is the payment center for all payments. Do not send backup documents to the ASC. Send only the hard copy invoice & Law Enforcement Billing Summary to the ASC via any of the following three options:

1. US Forest Service
   Albuquerque Service Center
   Payment – Grants and Agreements

1001 B Sun Ave NE
Albuquerque, NM 87109

2. Or FAX to : 877.687.4894 – Attn: Payments, Grants and Agreements

3. Or e-mail scanned invoice to: asc_g&a@fs.fed.us

NOTE: Annually update the Central Contractors Registration (CCR) of the County Sheriff's DUNS# on the CCR website at www.ccr.gov for the verification of the Electronic Funds Transfer (EFT) banking information.

A. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	$13,000.00	
Training		
Equipment and Supplies		
Dispatch		
Special Enforcement Situations		
Total	**$13,000.00**	

B. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

3-20-15

KEITH ROYAL, Sheriff — Date
Nevada County

4/28/2015

ED SCOFIELD, Nevada County Board of Supervisors — Date

3/9/15

TOM QUINN, Forest Supervisor — Date
US Forest Service, Tahoe National Forest

5/7/15

SCOTT HARRIS, Special Agent in Charge — Date
U.S. Forest Service, Pacific Southwest Region

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

3 March 2015

CONSTANCE ZIPPERER, — Date
Grants Management Specialist
U.S. Forest Service, Pacific Southwest Region

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

FS Agreement No. 12-LE-11051360-005
Modification No. Mod 005
Cooperator Agreement No.

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL PATROL OPERATIONS PLAN & FINANCIAL PLAN
Between The
NEVADA COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
TAHOE NATIONAL FOREST

2014 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Nevada County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, the Tahoe National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #12-LE-1105-1360-005 executed on February 7, 2012. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2013 and ending September 30, 2014.

FY2013 Total Annual Operating Plan: $15,000.00

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Ron Smith Operations Captain Nevada County Sheriff's Office 950 Maidu Ave. Nevada City, CA, 95959 Telephone: 530.265.1596 Email: ron.smith@co.nevada.ca.us	Pam Griffin Nevada County Sheriff's Office 950 Maidu Ave. Nevada City, CA, 95959 Telephone: 530.265.7021 Email: SheriffFinance@co.nevada.ca.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Michael Casey, Patrol Captain 825 N. Humboldt Avenue Willows, CA 95988 Telephone: 530-934-1261 FAX: 530-934-1128 Email: mecasey@fs.fed.us	Melissa Ewing 631 Coyote Street Nevada City, CA 95959 Telephone: 530-478-6166 FAX: 530-478-6179 Email: melissaewing@fs.fed.us
Joseph Cook Law Enforcement Officer Tahoe National Forest 631 coyote St Nevada City, CA 95959 Telephone: 530-265-4531 Email: jcook02@fs.fed.us	Constance Zipperer, Grants 1323 Club Drive Vallejo, CA 94592-1110 Telephone: 707-562-8782 FAX: 707-562-9144 Email: czipperer@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise. The following rates include wages, fringe benefits, and equipment:

1. *Regular Deputies:* For the services provided in Section II, the Forest Service agrees to reimburse the Cooperator at a rate not to exceed **$52.49** per hour and **$.50** per mile.

2. *Reserve Deputies:* For the services provided in Section II, the Forest Service agrees to reimburse the Cooperator at a rate not to exceed **$31.00** per hour and **$.50** per mile.

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. The emphasis for patrols should focus on periods of higher visitor use such as Friday evenings, Saturday days, evenings, nights, and Sunday mornings, primarily between Memorial and Labor Day holiday weekends with potential extra emphasis on the Independence Day weekend, or as otherwise requested by the Forest Service. Actual work schedules will be negotiated between the designated representatives a minimum of 24 hours in advance. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

B. Patrol in the following campgrounds, developed sites, and dispersed areas:

Boca Reservoir	Prosser Lake	Meadow Lake
White Clout	Skilman	Bowman Lake

Canyon Creek	Jackson Creek	Faucherie
Fuller Lake	Carr Lake	Feeley Lake
Lindsey Lake	Pierce Meadow	Rattlesnake Road

South Fork Yuba River, including Washington, Kelher, and Golden Quartz

Patrols shall be conducted on a call when needed basis or as scheduled by the Forest Service designated representative.

When requested by the Forest Service designated representative, and as resources are available, the Cooperator will assist the Forest Service in conducting support activities related to the enforcement and investigation of violations of criminal law as they pertain to the mission of the Forest Service.

Total reimbursement for this category shall not exceed the amount of: $15,000.00.

C. Cooperator personnel assigned to duties in Section II must be regular employees of the Nevada County Sheriff's Office with at least POST certification to operate in a solo-officer capacity. The Cooperator's assigned personnel will utilize the County's standard equipment and vehicle, or perform foot patrol, and will be in standard uniform at all times, unless otherwise requested by the Forest Service.

The assigned Deputy will possess a Forest Service radio and maintain communications with Grass Valley ECC Dispatch, including going in and out of service, at all times during the patrols.

Duties for that day or time period will be entirely Forest Service oriented and patrol the areas at the request of the Forest Service designated representative. The assigned Deputy should not generally be available for routine calls for service other than those at the request of the Forest Service. Since the billable period is an hour, any calls off National Forest land that result in absence for an hour or more, will be documented and will not be billable. Patrols should be conducted with a designated Forest Officer accompanying the Deputy, as available.

For each patrol shift, the Deputy will complete and turn in a Daily Field Activity Report (DFAR, FS 5300-26, attached). The Sheriff's Deputy will complete the report after each activity and give to the Forest Service designated representative bi weekly.

The Cooperator will complete and submit to the Forest Service the Forest Service Cooperative Law Enforcement Activity Report (FS 5300-5, attached) identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled by the cooperator during regular duties. Both report forms are attached to this Exhibit and/or the Cooperative Agreement. Each Forest Service designated representative will also provide the forms as needed.

The Cooperator may not be reimbursed for the services of personnel who are employed by the Forest Service in a law enforcement capacity and are also Reserve Officers of the Cooperator.

III. EQUIPMENT AND SUPPLIES:

See Cooperative Law Enforcement Agreement Provision IV-J for additional information.

The Forest Service will loan those surplus items that will further the cooperative effort. These items are property, but in most cases will be expendable. The items will be tracked and accounted for by the Tahoe National Forest Patrol Captain. Items will be returned to the Forest Service when no longer needed and will report the damage or destruction of such property when applicable or no longer serviceable.

If any of these surplus items have original high value, serial numbers, sensitivity in storage, security or use, they will be loaned and accounted for on an amendment to this operating plan.

If the equipment is abused or neglected, as determined by the Forest Service, the Cooperator may be billed for the repairs or replacement of like equipment.

IV. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be

compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

Cooperator will notify Grass Valley Emergency Command Center of all known search and rescues and/or injury/fatality incidents that occur on National Forest System lands as soon as possible.

V. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

For services requested in items I, II and agreed to under II and IV, reimbursement will be based upon itemized bills furnished monthly, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before December 31, 2014.

a. Mail copies of itemized billing statements and patrol logs to:

Melissa Ewing
Law Enforcement & Investigations
631 Coyote Street
Nevada City, CA 95959

b. The Albuquerque Service Center (ASC) is the payment center for all payments. Do not send backup documents to the ASC. Send only the hard copy invoice & Law Enforcement Billing Summary to the ASC via any of the following three options:

1. US Forest Service
   Albuquerque Service Center
   Payment – Grants and Agreements
   1001 B Sun Ave NE

Albuquerque, NM 87109

2. Or FAX to : 877.687.4894 – Attn: Payments, Grants and Agreements

3. Or e-mail scanned invoice to: asc_g&a@fs.fed.us

NOTE: Annually update the Central Contractors Registration (CCR) of the County Sheriff's DUNS# on the CCR website at www.ccr.gov for the verification of the Electronic Funds Transfer (EFT) banking information.

A. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	$15,000.00	N/A
Training	0.00	N/A
Equipment and Supplies	0.00	N/A
Dispatch	0.00	N/A
Special Enforcement Situations	0.00	N/A
Total	**$15,000.00**	**N/A**

B. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

2-20-14

KEITH ROYAL, Sheriff
Nevada County, CA

Date

3/11/14

~~HANK WESTON~~, Chair Nathan H. Beason
Nevada County, CA Board of Supervisors

Date

3/11/14

TOM QUINN, Forest Supervisor
US Forest Service, Tahoe National Forest

Date

Scott Harris 4/15/14

SCOTT HARRIS, Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

Date

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

Constance Zipperer 24 December 2013

CONSTANCE ZIPPERER, Grants Management Specialist
U.S. Forest Service, Pacific Southwest Region

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

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

FS Agreement No. 12-LE-11051360-005
Modification No. Mod 03
Cooperator Agreement No.

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL PATROL OPERATIONS PLAN & FINANCIAL PLAN
Between The
NEVADA COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
TAHOE NATIONAL FOREST

2013 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Nevada County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, the Tahoe National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #12-LE-1105-1360-005 executed on February 7, 2012. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2012 and ending September 30, 2013.

FY2013 Total Annual Operating Plan: $20,000.00

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Ron Smith Operations Captain Nevada County Sheriff's Office 950 Maidu Ave. Nevada City, CA, 95959 Telephone: 530.265.1596 Email: ron.smith@co.nevada.ca.us	Janet Breneman Nevada County Sheriff's Office 950 Maidu Ave. Nevada City, CA, 95959 Telephone: 530.265.7021 Email: janet.breneman@co.nevada.ca.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Gary Barnett, Patrol Captain 9646 Donner Pass Road Truckee, CA 96161-2949 Telephone: 530-587-3558 x237 FAX: 530-587-4857 Email: gbarnett@fs.fed.us	Melissa Ewing 631 Coyote Street Nevada City, CA 95959 Telephone: 530-478-6166 FAX: 530-478-6179 Email: melissaewing@fs.fed.us
Joseph Cook Law Enforcement Officer Tahoe National Forest 631 coyote St Nevada City, CA 95959 Telephone: 530-265-4531 Email: jcook02@fs.fed.us	Suwannee Milburn, G&A Specialist 1323 Club Drive Vallejo, CA 94592-1110 Telephone: 707-562-8782 FAX: 707-562-9144 Email: semilburn@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise. The following rates include wages, fringe benefits, and equipment:

1. *Regular Deputies:* For the services provided in Section II, the Forest Service agrees to reimburse the Cooperator at a rate not to exceed **$52.49** per hour and **$.50** per mile.

2. *Reserve Deputies:* For the services provided in Section II, the Forest Service agrees to reimburse the Cooperator at a rate not to exceed **$31.00** per hour and **$.50** per mile.

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. The emphasis for patrols should focus on periods of higher visitor use such as Friday evenings, Saturday days, evenings, nights, and Sunday mornings, primarily between Memorial and Labor Day holiday weekends with potential extra emphasis on the Independence Day weekend, or as otherwise requested by the Forest Service. Actual work schedules will be negotiated between the designated representatives a minimum of 24 hours in advance. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

B. Patrol in the following campgrounds, developed sites, and dispersed areas:

Boca Reservoir	Prosser Lake	Meadow Lake
White Clout	Skilman	Bowman Lake
Canyon Creek	Jackson Creek	Faucherie
Fuller Lake	Carr Lake	Feeley Lake

Lindsey Lake Pierce Meadow Rattlesnake Road
South Fork Yuba River, including Washington, Kelher, and Golden Quartz

Patrols shall be conducted on a call when needed basis or as scheduled by the Forest Service designated representative.

When requested by the Forest Service designated representative, and as resources are available, the Cooperator will assist the Forest Service in conducting support activities related to the enforcement and investigation of violations of criminal law as they pertain to the mission of the Forest Service.

Total reimbursement for this category shall not exceed the amount of: $20,000.00.

C. Cooperator personnel assigned to duties in Section II must be regular employees of the Placer County Sheriff's Office with at least POST certification to operate in a solo-officer capacity. The Cooperator's assigned personnel will utilize the County's standard equipment and vehicle, or perform foot patrol, and will be in standard uniform at all times, unless otherwise requested by the Forest Service.

The assigned Deputy will possess a Forest Service radio and maintain communications with Grass Valley ECC Dispatch, including going in and out of service, at all times during the patrols.

Duties for that day or time period will be entirely Forest Service oriented and patrol the areas at the request of the Forest Service designated representative. The assigned Deputy should not generally be available for routine calls for service other than those at the request of the Forest Service. Since the billable period is an hour, any calls off National Forest land that result in absence for an hour or more, will be documented and will not be billable. Patrols should be conducted with a designated Forest Officer accompanying the Deputy, as available.

For each patrol shift, the Deputy will complete and turn in a Daily Field Activity Report (DFAR, FS 5300-26, attached). The Sheriff's Deputy will complete the report after each activity and give to the Forest Service designated representative bi weekly.

The Cooperator will complete and submit to the Forest Service the Forest Service Cooperative Law Enforcement Activity Report (FS 5300-5, attached) identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled by the cooperator during regular duties. Both report forms are attached to this Exhibit and/or the Cooperative Agreement. Each Forest Service designated representative will also provide the forms as needed.

The Cooperator may not be reimbursed for the services of personnel who are employed by the Forest Service in a law enforcement capacity and are also Reserve Officers of the Cooperator.

III. EQUIPMENT AND SUPPLIES:

See Cooperative Law Enforcement Agreement Provision IV-J for additional information.

The Forest Service will loan those surplus items that will further the cooperative effort. These items are property, but in most cases will be expendable. The items will be tracked and accounted for by the Tahoe National Forest Patrol Captain. Items will be returned to the Forest Service when no longer needed and will report the damage or destruction of such property when applicable or no longer serviceable.

If any of these surplus items have original high value, serial numbers, sensitivity in storage, security or use, they will be loaned and accounted for on an amendment to this operating plan.

If the equipment is abused or neglected, as determined by the Forest Service, the Cooperator may be billed for the repairs or replacement of like equipment.

IV. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be

compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

Cooperator will notify Grass Valley Emergency Command Center of all known search and rescues and/or injury/fatality incidents that occur on National Forest System lands as soon as possible.

V. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

For services requested in items I, II and agreed to under II and IV, reimbursement will be based upon itemized bills furnished monthly, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before December 31, 2013.

a. Mail copies of itemized billing statements and patrol logs to:

Melissa Ewing
631 Coyote Street
Nevada City, CA 95959

b. The Albuquerque Service Center (ASC) is the payment center for all payments. Do not send backup documents to the ASC. Send only the hard copy invoice & Law Enforcement Billing Summary to the ASC via any of the following three options:

1. US Forest Service
   Albuquerque Service Center
   Payment – Grants and Agreements
   101 B Sun Ave NE
   Albuquerque, NM 87109

2. Or FAX to : 877.687.4894 – Attn: Payments, Grants and Agreements

3. Or e-mail scanned invoice to: asc_g&a@fs.fed.us

NOTE: Annually update the Central Contractors Registration (CCR) of the County Sheriff's DUNS# on the CCR website at www.ccr.gov for the verification of the Electronic Funds Transfer (EFT) banking information.

A. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	$20,000.00	
Training		
Equipment and Supplies		
Dispatch		
Special Enforcement Situations		
Total	**$20,000.00**	

B. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

KEITH ROYAL, Sheriff
Nevada County

1-25-13
Date

Hank Weston
Nevada County [redacted]

2-12-13
Date

TOM QUINN, Forest Supervisor
US Forest Service, Tahoe National Forest

2/28/13
Date

SCOTT HARRIS, Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

3/14/13
Date

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

SUWANNEE MILBURN, Grants Management Specialist
U.S. Forest Service, Pacific Southwest Region

12/28/2012
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

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

USDA, Forest Service

OMB 0596-0217
FS-1500-8A

FS Agreement No. 12-LE-11051360-007
Modification No. 006
Cooperator Agreement No.

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL PATROL OPERATIONS PLAN & FINANCIAL PLAN
Between The
SIERRA COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
TAHOE AND PLUMAS NATIONAL FORESTS

2015 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Sierra County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Tahoe and Plumas National Forests, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #12-LE-1105-1360-007 executed on November 4, 2011. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2014 and ending September 30, 2015.

FY2015 Total Annual Operating Plan: $13,000.00

Previous year carryover	$1,551.25
Current CY 15 year obligation	$11,448.75
CY 15 Total obligation	$13,000.00

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Tim Standley, Sheriff-Coroner Sierra County Sheriff's Office P.O. Box 66 Downieville, CA, 95936-0066 Telephone: 530.289.3700	Michelle Anderson Sierra County Sheriff's Office P.O. Box 66 Downieville, CA, 95936-0066 Telephone: 530.289.3700 Email: michelleanderson@sierracounty.ws

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Joseph M. Cook, Patrol Captain 631 Coyote Street Nevada City, CA 95959 Telephone: 530-478-6148 FAX: 530-478-6179 Email: jcook02@fs.fed.us	Melissa Ewing 631 Coyote Street Nevada City, CA 95959 Telephone: 530-478-6166 FAX: 530-478-6179 Email: melissaewing@fs.fed.us
Laura Clarke Law Enforcement Officer Telephone: 530.994.3401 ext. 6634 Email: lclarke@fs.fed.us	Constance Zipperer, Grants Management Specialist 1323 Club Drive Vallejo, CA 94592-1110 Telephone: 707-562-9120 FAX: 707-562-9144 Email: czipperer@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise. The following rates include wages, fringe benefits, and equipment:

1. *Regular Deputies:* For the services provided in Section II, the Forest Service agrees to reimburse the Cooperator at a rate not to exceed **$65.00** per hour (salary and mileage) and **OT** rate **$98.00** per hour.

2. *Reserve Deputies:* For the services provided in Section II, the Forest Service agrees to reimburse the Cooperator at a rate not to exceed **$65.00** per hour (salary and mileage) **OT** rate **$98.00** per hour.

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity. The emphasis for patrols should be focused on periods of higher visitor use, typically Fridays, Saturdays and Sundays. Actual work schedules may be negotiated between the designated representatives

Patrol in the following campgrounds, developed sites, or dispersed areas:

Cottonwood	Cold Creek	Little Truckee	Pass Creek
East Meadows	Smithneck Road	Stampede	Indian Valley
Upper & Lower Carlton	Fiddle Creek	Rocky Rest	Lakes Basin
Ramshorn	Union Flat	Loganville	Wild Plum
Sardine	Sand Pond	Salmon Greek	Sierra
Chapman Creek	Diablo	Berger	Packsaddle
Yuba Pass	Brandy City	Cal-Ida	Halls Ranch
Cherokee Creek	Eureka Diggings	Gold Lake	

Patrols shall be conducted on a call when needed basis or as scheduled by the designated representative.

When requested by the Forest Service designated representative, and as resources are available, the Cooperator will assist the Forest Service in conducting support activities related to the enforcement and investigation of violations of criminal law as they pertain to the mission of the Forest Service.

Total reimbursement for this category shall not exceed the amount of: $13,000.00.

B. Cooperator personnel assigned to duties in Section II must be regular employees of the Sierra County Sheriff's Office with at least POST certification to operate in a solo-officer capacity. The Cooperator's assigned personnel will utilize the County's standard equipment and vehicle, or perform foot patrol, and will be in standard uniform at all times, unless otherwise requested by the Forest Service.

The assigned Deputy will possess a Forest Service radio and maintain communications with Grass Valley ECC Dispatch, including going in and out of service, at all times during the patrols.

Duties for that day or time period will be entirely Forest Service oriented and patrol the areas at the request of the Forest Service designated representative. The assigned Deputy should not generally be available for routine calls for service other than those at the request of the Forest Service. Since the billable period is an hour, any calls off National Forest land that result in absence for an hour or more, will be documented and will not be billable. Patrols should be conducted with a designated Forest Officer accompanying the Deputy, as available.
For each patrol shift, the Deputy will complete and turn in a Daily Field Activity Report (DFAR, FS 5300-26, attached). The Sheriff's Deputy will complete the report after each activity and give to the Forest Service designated representative bi weekly.

The Cooperator will complete and submit to the Forest Service the Forest Service Cooperative Law Enforcement Activity Report (FS 5300-5, attached) identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform

Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled by the cooperator during regular duties. Both report forms are attached to this Exhibit and/or the Cooperative Agreement. Each Forest Service designated representative will also provide the forms as needed.

The Cooperator may not be reimbursed for the services of personnel who are employed by the Forest Service in a law enforcement capacity and are also Reserve Officers of the Cooperator.

III. EQUIPMENT AND SUPPLIES:

See Cooperative Law Enforcement Agreement Provision IV-J for additional information.

The Forest Service will loan those surplus items that will further the cooperative effort. These items are property, but in most cases will be expendable. The items will be tracked and accounted for by the Tahoe National Forest Patrol Captain. Items will be returned to the Forest Service when no longer needed and will report the damage or destruction of such property when applicable or no longer serviceable.

If any of these surplus items have original high value, serial numbers, sensitivity in storage, security or use, they will be loaned and accounted for on an amendment to this operating plan.

If the equipment is abused or neglected, as determined by the Forest Service, the Cooperator may be billed for the repairs or replacement of like equipment.

IV. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

V. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

For services requested in items I, II and agreed to under II and IV, reimbursement will be based upon itemized bills furnished monthly, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before December 31, 2015.

a. Mail copies of itemized billing statements and patrol logs to:

Melissa Ewing
Law Enforcement & Investigations
631 Coyote Street
Nevada City, CA 95959

b. The Albuquerque Service Center (ASC) is the payment center for all payments. Do not send backup documents to the ASC. Send only the hard copy invoice & Law Enforcement Billing Summary to the ASC via any of the following three options:

1. US Forest Service
   Albuquerque Service Center

Payment – Grants and Agreements
1001 B Sun Ave NE
Albuquerque, NM 87109

2. Or FAX to : 877.687.4894 – Attn: Payments, Grants and Agreements

3. Or e-mail scanned invoice to: asc_g&a@fs.fed.us

NOTE: Annually update the Central Contractors Registration (CCR) of the County Sheriff's DUNS# on the CCR website at www.ccr.gov for the verification of the Electronic Funds Transfer (EFT) banking information.

A. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	$13,000.00	
Training		
Equipment and Supplies		
Dispatch		
Special Enforcement Situations		
Total	**$13,000.00**	

B. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

USDA, Forest Service

OMB 0596-0217
FS-1500-8A

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

SHERIFF CORONER APRIL 23, 2015

TIM STANDLEY, Sheriff/ Coroner — Date
Sierra County

5/5/15

JIM BEARD, Chair — Date
Sierra County, Board of Supervisors

5/5/15

JAMES CURTIS, County Counsel — Date
Sierra County

5/18/15

TOM QUINN, Forest Supervisor — Date
U.S. Forest Service, Tahoe National Forest

5/29/15

DEBRA WHITMAN, Forest Supervisor — Date
U.S. Forest Service, Plumas National Forest

6/22/15

DON HOANG, Acting Special Agent in Charge — Date
U.S. Forest Service, Pacific Southwest Region

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

Constance Zipperer — 3 April 2015

CONSTANCE ZIPPERER — Date
Grants Management Specialist
U.S. Forest Service, Pacific Southwest Region

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

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

USDA, Forest Service

OMB 0596-0217
FS-1500-8A

FS Agreement No. 12-LE-11051360-007
Modification No. 003
Cooperator Agreement No.

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL PATROL OPERATIONS PLAN & FINANCIAL PLAN
Between The
SIERRA COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
TAHOE AND PLUMAS NATIONAL FORESTS

2014 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Sierra County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Tahoe and Plumas National Forests, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #12-LE-1105-1360-007 executed on November 4, 2011. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2013 and ending September 30, 2014.

FY2013 Total Annual Operating Plan: $15,000.00

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
John Evans, Sheriff-Coroner Sierra County Sheriff's Office P.O. Box 66 Downieville, CA, 95936-0066 Telephone: 530.289.3700	Michelle Anderson Sierra County Sheriff's Office P.O. Box 66 Downieville, CA, 95936-0066 Telephone: 530.289.3700 Email: michelleanderson@sierracounty.ws

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Michael Casey, Patrol Captain 825 N. Humboldt Avenue Willows, CA 95988 Telephone: 530-934-1261 FAX: 530-934-1128 Email: mecasey@fs.fed.us	Melissa Ewing 631 Coyote Street Nevada City, CA 95959 Telephone: 530-478-6166 FAX: 530-478-6179 Email: melissaewing@fs.fed.us
Laura Clarke Law Enforcement Officer Tahoe National Forest / Sierraville Ranger District P.O. Box 95. Sierraville, CA, 96126 Telephone: 530.994.3401 ext. 6634 Email: lclarke@fs.fed.us	Constance Zipperer, Grants Management Specialist 1323 Club Drive Vallejo, CA 94592-1110 Telephone: 707-562-9120 FAX: 707-562-9144 Email: czipperer@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise. The following rates include wages, fringe benefits, and equipment:

1. *Regular Deputies:* For the services provided in Section II, the Forest Service agrees to reimburse the Cooperator at a rate not to exceed **$65.00** per hour (salary and mileage) and **OT** rate **$98.00** per hour.

2. *Reserve Deputies:* For the services provided in Section II, the Forest Service agrees to reimburse the Cooperator at a rate not to exceed **$65.00** per hour (salary and mileage) **OT** rate **$98.00** per hour.

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity. The emphasis for patrols should be focused on periods of higher visitor use, typically Fridays, Saturdays and Sundays. Actual work schedules may be negotiated between the designated representatives

Patrol in the following campgrounds, developed sites, or dispersed areas:

Cottonwood	Cold Creek	Little Truckee	Pass Creek
East Meadows	Smithneck Road	Stampede	Indian Valley
Upper & Lower Carlton	Fiddle Creek	Rocky Rest	Lakes Basin
Ramshorn	Union Flat	Loganville	Wild Plum
Sardine	Sand Pond	Salmon Greek	Sierra
Chapman Creek	Diablo	Berger	Packsaddle
Yuba Pass	Brandy City	Cal-Ida	Halls Ranch
Cherokee Creek	Eureka Diggings	Gold Lake	

Patrols shall be conducted on a call when needed basis or as scheduled by the designated representative.

When requested by the Forest Service designated representative, and as resources are available, the Cooperator will assist the Forest Service in conducting support activities related to the enforcement and investigation of violations of criminal law as they pertain to the mission of the Forest Service.

Total reimbursement for this category shall not exceed the amount of: $15,000.00.

B. Cooperator personnel assigned to duties in Section II must be regular employees of the Yuba County Sheriff's Office with at least POST certification to operate in a solo-officer capacity. The Cooperator's assigned personnel will utilize the County's standard equipment and vehicle, or perform foot patrol, and will be in standard uniform at all times, unless otherwise requested by the Forest Service.

The assigned Deputy will possess a Forest Service radio and maintain communications with Grass Valley ECC Dispatch, including going in and out of service, at all times during the patrols.

Duties for that day or time period will be entirely Forest Service oriented and patrol the areas at the request of the Forest Service designated representative. The assigned Deputy should not generally be available for routine calls for service other than those at the request of the Forest Service. Since the billable period is an hour, any calls off National Forest land that result in absence for an hour or more, will be documented and will not be billable. Patrols should be conducted with a designated Forest Officer accompanying the Deputy, as available.
For each patrol shift, the Deputy will complete and turn in a Daily Field Activity Report (DFAR, FS 5300-26, attached). The Sheriff's Deputy will complete the report after each activity and give to the Forest Service designated representative bi weekly.

The Cooperator will complete and submit to the Forest Service the Forest Service Cooperative Law Enforcement Activity Report (FS 5300-5, attached) identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information

shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled by the cooperator during regular duties. Both report forms are attached to this Exhibit and/or the Cooperative Agreement. Each Forest Service designated representative will also provide the forms as needed.

The Cooperator may not be reimbursed for the services of personnel who are employed by the Forest Service in a law enforcement capacity and are also Reserve Officers of the Cooperator.

III. EQUIPMENT AND SUPPLIES:

See Cooperative Law Enforcement Agreement Provision IV-J for additional information.

The Forest Service will loan those surplus items that will further the cooperative effort. These items are property, but in most cases will be expendable. The items will be tracked and accounted for by the Tahoe National Forest Patrol Captain. Items will be returned to the Forest Service when no longer needed and will report the damage or destruction of such property when applicable or no longer serviceable.

If any of these surplus items have original high value, serial numbers, sensitivity in storage, security or use, they will be loaned and accounted for on an amendment to this operating plan.

If the equipment is abused or neglected, as determined by the Forest Service, the Cooperator may be billed for the repairs or replacement of like equipment.

IV. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

V. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

For services requested in items I, II and agreed to under II and IV, reimbursement will be based upon itemized bills furnished monthly, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before December 31, 2014.

a. Mail copies of itemized billing statements and patrol logs to:

Melissa Ewing
Law Enforcement & Investigations
631 Coyote Street
Nevada City, CA 95959

b. The Albuquerque Service Center (ASC) is the payment center for all payments. Do not send backup documents to the ASC. Send only the hard copy invoice & Law Enforcement Billing Summary to the ASC via any of the following three options:

1. US Forest Service
   Albuquerque Service Center

Payment – Grants and Agreements
1001 B Sun Ave NE
Albuquerque, NM 87109

2. Or FAX to : 877.687.4894 – Attn: Payments, Grants and Agreements

3. Or e-mail scanned invoice to: asc_g&a@fs.fed.us

NOTE: Annually update the Central Contractors Registration (CCR) of the County Sheriff's DUNS# on the CCR website at www.ccr.gov for the verification of the Electronic Funds Transfer (EFT) banking information.

A. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	$15,000.00	N/A
Training	0	N/A
Equipment and Supplies	0	N/A
Dispatch	0	N/A
Special Enforcement Situations	0	N/A
Total	**$15,000.00**	**N/A**

B. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

John L Evans SHERIFF — 21 FEB. 2014
JOHN EVANS, Sheriff - Coroner — Date
Sierra County, CA

Paul Roen — 3/4/14
PAUL ROEN, CHAIR — Date
Sierra County, CA Board of Supervisors

JAMES CURTIS, County Counsel — Date
Sierra County, CA

USDA, Forest Service

OMB 0596-0217
FS-1500-8A

3/13/14

TOM QUINN, Forest Supervisor
U.S. Forest Service, Tahoe National Forest

Date

4/7/14

EARL W. FORD, Forest Supervisor
U.S. Forest Service, Plumas National Forest

Date

4/16/14

SCOTT HARRIS, Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

Date

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

27 December 2013

CONSTANCE ZIPPERER
Grants Management Specialist
U.S. Forest Service, Pacific Southwest Region

Date

USDA, Forest Service

OMB 0596-0217
FS-1500-8A

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

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

USDA, Forest Service

OMB 0596-0217
FS-1500-8A

FS Agreement No. 12-LE-11051360-007
Modification No. Mod 4
Cooperator Agreement No.

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL PATROL OPERATIONS PLAN & FINANCIAL PLAN
Between The
SIERRA COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
TAHOE AND PLUMAS NATIONAL FORESTS

2013 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Sierra County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Tahoe and Plumas National Forests, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #12-LE-1105-1360-007 executed on November 4, 2011. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2012 and ending September 30, 2013.

FY2013 Total Annual Operating Plan: $20,000.00

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
John Evans, Sheriff-Coroner Sierra County Sheriff's Office P.O. Box 66 Downieville, CA, 95936-0066 Telephone: 530.289.3700	Michelle Anderson Sierra County Sheriff's Office P.O. Box 66 Downieville, CA, 95936-0066 Telephone: 530.289.3700 Email: michelleanderson@sierracounty.ws

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Gary Barnett, Patrol Captain 9646 Donner Pass Road Truckee, CA 96161-2949 Telephone: 530-587-3558 x237 FAX: 530-587-4857 Email: gbarnett@fs.fed.us	Melissa Ewing 631 Coyote Street Nevada City, CA 95959 Telephone: 530-478-6166 FAX: 530-478-6179 Email: melissaewing@fs.fed.us
Laura Clarke Law Enforcement Officer Tahoe National Forest / Sierraville Ranger District P.O. Box 95. Sierraville, CA, 96126 Telephone: 530.994.3401 ext. 6634 Email: lclarke@fs.fed.us	Suwannee Milburn, G&A Specialist 1323 Club Drive Vallejo, CA 94592-1110 Telephone: 707-562-8782 FAX: 707-562-9144 Email: semilburn@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise. The following rates include wages, fringe benefits, and equipment:

1. *Regular Deputies:* For the services provided in Section II, the Forest Service agrees to reimburse the Cooperator at a rate not to exceed **$65.00** per hour (salary and mileage) and **OT** rate **$98.00** per hour.

2. *Reserve Deputies:* For the services provided in Section II, the Forest Service agrees to reimburse the Cooperator at a rate not to exceed **$65.00** per hour (salary and mileage) **OT** rate **$98.00** per hour.

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity. The emphasis for patrols should be focused on periods of higher visitor use, typically Fridays, Saturdays and Sundays. Actual work schedules may be negotiated between the designated representatives

Patrol in the following campgrounds, developed sites, or dispersed areas:

Cottonwood Cold Creek Little Truckee Pass Creek

East Meadows	Smithneck Road	Stampede	Indian Valley
Upper & Lower Carlton	Fiddle Creek	Rocky Rest	Lakes Basin
Ramshorn	Union Flat	Loganville	Wild Plum
Sardine	Sand Pond	Salmon Greek	Sierra
Chapman Creek	Diablo	Berger	Packsaddle
Yuba Pass	Brandy City	Cal-Ida	Halls Ranch
Cherokee Creek	Eureka Diggings	Gold Lake	

Patrols shall be conducted on a call when needed basis or as scheduled by the designated representative.

When requested by the Forest Service designated representative, and as resources are available, the Cooperator will assist the Forest Service in conducting support activities related to the enforcement and investigation of violations of criminal law as they pertain to the mission of the Forest Service.

Total reimbursement for this category shall not exceed the amount of: $20,000.00.

B. Cooperator personnel assigned to duties in Section II must be regular employees of the SIERRA County Sheriff's Office with at least POST certification to operate in a solo-officer capacity. The Cooperator's assigned personnel will utilize the County's standard equipment and vehicle, or perform foot patrol, and will be in standard uniform at all times, unless otherwise requested by the Forest Service.

The assigned Deputy will possess a Forest Service radio and maintain communications with Grass Valley ECC Dispatch, including going in and out of service, at all times during the patrols.

Duties for that day or time period will be entirely Forest Service oriented and patrol the areas at the request of the Forest Service designated representative. The assigned Deputy should not generally be available for routine calls for service other than those at the request of the Forest Service. Since the billable period is an hour, any calls off National Forest land that result in absence for an hour or more, will be documented and will not be billable. Patrols should be conducted with a designated Forest Officer accompanying the Deputy, as available.
For each patrol shift, the Deputy will complete and turn in a Daily Field Activity Report (DFAR, FS 5300-26, attached). The Sheriff's Deputy will complete the report after each activity and give to the Forest Service designated representative bi weekly.

The Cooperator will complete and submit to the Forest Service the Forest Service Cooperative Law Enforcement Activity Report (FS 5300-5, attached) identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled by the cooperator during regular duties.

Both report forms are attached to this Exhibit and/or the Cooperative Agreement. Each Forest Service designated representative will also provide the forms as needed.

The Cooperator may not be reimbursed for the services of personnel who are employed by the Forest Service in a law enforcement capacity and are also Reserve Officers of the Cooperator.

III. EQUIPMENT AND SUPPLIES:

See Cooperative Law Enforcement Agreement Provision IV-J for additional information.

The Forest Service will loan those surplus items that will further the cooperative effort. These items are property, but in most cases will be expendable. The items will be tracked and accounted for by the Tahoe National Forest Patrol Captain. Items will be returned to the Forest Service when no longer needed and will report the damage or destruction of such property when applicable or no longer serviceable.

If any of these surplus items have original high value, serial numbers, sensitivity in storage, security or use, they will be loaned and accounted for on an amendment to this operating plan.

If the equipment is abused or neglected, as determined by the Forest Service, the Cooperator may be billed for the repairs or replacement of like equipment.

IV. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the

Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

V. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

For services requested in items I, II and agreed to under II and IV, reimbursement will be based upon itemized bills furnished monthly, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before December 31, 2013.

a. Mail copies of itemized billing statements and patrol logs to:

Melissa Ewing
631 Coyote Street
Nevada City, CA 95959

b. The Albuquerque Service Center (ASC) is the payment center for all payments. Do not send backup documents to the ASC. Send only the hard copy invoice & Law Enforcement Billing Summary to the ASC via any of the following three options:

1. US Forest Service
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   Payment – Grants and Agreements
   101 B Sun Ave NE
   Albuquerque, NM 87109

2. Or FAX to : 877.687.4894 – Attn: Payments, Grants and Agreements

3. Or e-mail scanned invoice to: asc_g&a@fs.fed.us

NOTE: Annually update the Central Contractors Registration (CCR) of the County Sheriff's DUNS# on the CCR website at www.ccr.gov for the verification of the Electronic Funds Transfer (EFT) banking information.

A. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	$20,000.00	
Training		
Equipment and Supplies		
Dispatch		
Special Enforcement Situations		
Total	**$20,000.00**	

B. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

USDA, Forest Service

OMB 0596-0217
FS-1500-8A

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

JOHN EVANS, Sheriff - Coroner Sierra County	WED. 16 JAN. 2013 Date
SCOTT A. SCHLEFSTEIN, Chair Sierra County, Board of Supervisors	2-5-13 Date
JAMES CURTIS, County Counsel Sierra County	Date
TOM QUINN, Forest Supervisor U.S. Forest Service, Tahoe National Forest	2/12/13 Date
EARL W. FORD, Forest Supervisor U.S. Forest Service, Plumas National Forest	3/18/13 Date
SCOTT HARRIS, Special Agent in Charge U.S. Forest Service, Pacific Southwest Region	4/1/13 Date

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

SUWANNEE MILBURN, Grants Management Specialist U.S. Forest Service, Pacific Southwest Region	12/28/2012 Date

USDA, Forest Service

OMB 0596-0217
FS-1500-8A

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

FS Agreement No. 11-LE-11051360-206
Modification No. 010
Cooperator Agreement No.

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL PATROL OPERATING PLAN & FINANCIAL PLAN
Between The
COUNTY OF PLUMAS, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, BY AND THROUGH ITS SHERIFF'S OFFICE
And the
USDA, FOREST SERVICE
LASSEN AND PLUMAS NATIONAL FORESTS

2015 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the County of Plumas, a political subdivision of the State of California, by and through its Sheriff's Office, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Lassen National Forest (LNF) and Plumas National Forest (PNF), hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #11-LE-11051360-206 executed on August 19, 2010. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2014 and ending September 30, 2015

Previous Year Carry-over, Lassen National Forest: $0
Current Fiscal Year Obligation, Lassen National Forest: $5,000
FY2015 Total Annual Operating Plan, Lassen National Forest: $5,000

Previous Year Carry-over, Plumas National Forest: $0
Current Fiscal Year Obligation, Plumas National Forest: $18,000
FY2015 Total Annual Operating Plan, Plumas National Forest: $18,000

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Greg Hagwood Sheriff, Plumas County 1400 E. Main St Quincy, CA 95971 Telephone: 530-283-6300 FAX: 530-283-6344 Email: ghagwood@pcso.net	Roni Towery Sheriff's Fiscal Officer 1400 E. Main St Quincy, CA 95971 Telephone: 530-283-6396 FAX: 530-283-6344 Email: roni@pcso.net

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Chris Holland, Patrol Captain 159 Lawrence St P.O. Box 11500 Quincy, CA 95971 530-283-7769 FAX 530-283-7811 Email: chrisholland@fs.fed.us	Mario Guajardo LE Admin Assistant, LNF 2550 Riverside Dr Susanville, CA 96130 Telephone: 530-252-6627 FAX: 530-252-6420 Email: mguajardo@fs.fed.us
	Katie Martens, Admin Assistant, PNF 159 Lawrence St P.O. Box 11500 Quincy, CA 95971 530-283-7775 FAX 530-283-7811 Email: krmartens@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

$0.575/mile patrolled
Per diem rate is $42/M&IE + $60 lodging/day
Wages at the prevailing rate of $32.00/hour base plus overtime for the individual officer at the rate of $48.00/hour.

II. PATROL DISPATCH ACTIVITIES:

A. Plumas County will be an unscheduled service.

Total reimbursement for this category shall not exceed the amount of <u>$6,000 ($1,000 limit-LNF, $5,000 limit-PNF)</u>

Supplies, Equipment and/or training: Actual documented cost as agreed in advance. Costs to be deducted from respective allocation for each Forest

III. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

All Forest Service roads within the Cooperator's area of jurisdiction.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

LNF

Lake Almanor Recreation Area: To include Almanor North, Almanor South campgrounds, Almanor Rest Area on Highway 89 (known as Almanor Overflow campground), Canyon Dam Boat Launch and Day Use Area. Patrol 1 hour during the day and 1 hour at night extending to 2200 hours or later on Holiday weekends. Patrol 1 hour every regular weekend with occasional short patrols during the week.

High Bridge – Domingo Springs – Warner Creek campgrounds: Patrol 1 hour on all weekends at the discretion of the patrolling Deputy, to include patrols after dark on weekends. Occasional short patrols during the week.

Total reimbursement for this category shall not exceed the amount of: $4000. Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement for LNF may not exceed the amount of: $5,000.

PNF

Bucks Lake area: Patrol four hours one day of all weekends and occasional short patrols during the week.

Snake Lake – Deans Valley areas: Occasional short patrols during the week and on Friday nights after 2200, especially on Holiday weekends.

Antelope Lake Recreation Area: Two four hour patrols each Friday and Saturday. Patrols should cover evening hours, occasionally extending to 2200 when the campground is full. Make contact with the campground host during the patrol.

North Fork of the Feather River, Highway 70: Patrol four hours one day of all weekends and an occasional short patrol during the week. Coordinate with CHP and District LEOs as needed.

Lake Davis Recreation Area: Patrol four hours one day of all weekends and occasional short patrols during the week, to include dispersed camping sites such as Crocker campground, Little Summit Lake and Ross Meadow.

Frenchman Lake Recreation Area: Patrol eight hours Friday and Saturday, four hours on Sunday, to include dispersed camping sites such as Meadow View campground, Snow Lake, Frenchman Cove and Grigsby Creek.

Lakes Basin area: Include Jackson Creek and Sloat area near Poplar Valley. Occasional short patrols as funding and manpower allow.

Little Grass Valley Reservoir: Patrol six hours on all Fridays and/or Saturdays with emphasis on hours extending to 2200 or later and respond to specific calls for service. Check in with campground host prior to leaving the area.

Total reimbursement for this category shall not exceed the amount of: $13,000. Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: $18,000.

IV. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

V. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

For services requested in items I, II and agreed to under III and IV, reimbursement will be based on itemized bills, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before 30 Oct 2015.

A. Mail copies of itemized LNF billing statements to:
Mario Guajardo, LE Administrative Assistant
2250 Riverside Dr
Susanville, CA 96130

B. Mail copies of itemized PNF billing statements to:
Chris Holland, Patrol Captain
159 Lawrence St
P.O. Box 11500
Quincy, CA 95957

System for Award Management (SAM) at www.sam.gov will be used for the verification of the Electronic Funds Transfer (EFT) banking information (DUNS#).

C. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	LNF Estimated Costs	PNF Estimated Costs	Not to Exceed by %
Patrol Dispatch Activities	$1,000	$ 5,000	N/A
Patrol Activities	$4,000	$13,000	N/A
Total	**$5,000**	**$18,000**	N/A

D. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

GREG HAGWOOD, Sheriff
Plumas County

5/20/15
Date

Heather Blevens, for
DAVE HAYS, Forest Supervisor
U.S. Forest Service, Lassen National Forest

5/19/15
Date

DEBRA WHITMAN, Acting Forest Supervisor
U.S. Forest Service, Plumas National Forest

5/1/15
Date

DON HOANG, ~~Acting~~ Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

6/9/15
Date

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

Constance Zipperer — 3 April 2015

CONSTANCE ZIPPERER — Date

U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

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

FS Agreement No. 11-LE-11051360-206

Modification No. 007

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN & FINANCIAL PLAN
Between The
COUNTY OF PLUMAS, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, BY AND THROUGH ITS SHERIFF'S OFFICE
And the
USDA, FOREST SERVICE
LASSEN AND PLUMAS NATIONAL FORESTS

FY2014 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the County of Plumas, a political subdivision of the State of California, by and through the Sheriff's Office,, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Lassen National Forest (LNF) and Plumas National Forest (PNF), hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #11-LE-11051360-206 executed on August 19, 2010. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2013 and ending September 30, 2014.

Previous Year Carry-over, Lassen National Forest: $0.00
Current Fiscal Year Obligation, Lassen National Forest: $5,000
FY2014 Total Annual Operating Plan, Lassen National Forest: $5,000

Previous Year Carry-over, Plumas National Forest: $0.00
Current Fiscal Year Obligation, Plumas National Forest: $20,000
FY2014 Total Annual Operating Plan, Plumas National Forest: $20,000

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principle Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Greg Hagwood, Sheriff 1400 E. Main Street Quincy, CA 95971 Telephone: 530-283-6300 FAX: 530-283-6344 Email: ghagwood@pcso.net	Roni Towery, Fiscal Officer 1400 E. Main Street Quincy, CA 95971 Telephone: 530-283-6396 FAX: 530-283-6344 Email: roni@psco.net

Principle U.S. Forest Service LNF Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Duane A. Jackson, Patrol Captain 2550 Riverside Dr. Susanville, CA 96130 Telephone: 530-252-6400 FAX: 530-252-6420 Email: dajackson@fs.fed.us	Mario Guajardo, LE Admin. Asst. 2550 Riverside Dr. Susanville, CA 96130 Telephone: 530-252-6627 FAX: 530-252-6420 Email: mguajardo@fs.fed.us

Principle U.S. Forest Service PNF Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Chris Holland, Patrol Captain 159 Lawrence Street P.O. Box 11500 Quincy, CA 95971 Telephone: 530-283-7769 FAX: 530-283-7811 Email: chrisholland@fs.fed.us	Name: Katie Martens, LE Admin. Asst. 159 Lawrence Street P.O. Box 11500 Quincy, CA 95971 Telephone: 530-283-7775 FAX: 530-283-7811 Email: krmartens@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

$0.565/mile patrolled
Per diem rate is $42/M&IE day + $60/lodging/day
Wages at the prevailing rate of $32.00/hour plus fringe benefits for the individual officer at the rate of $48.00/hour.

II. PATROL DISPATCH SERVICES

A. Plumas County will be an unscheduled service.

Total reimbursement for this category shall not exceed the amount of <u>$6,000 ($1,000 limit-LNF, $5,000 limit-PNF)</u>

Supplies, Equipment and/or training: Actual documented cost as agreed in advance. Costs will be deducted from respective allocation for each Forest.

III. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

   All Forest Service roads within the Cooperator's area of jurisdiction

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

LNF

Lake Almanor Recreation Area: To include Almanor North, Almanor South campgrounds, Almanor Rest Area on Highway 89 (known as Almanor Overflow campground), Canyon Dam Boat Launch and Day Use Area. Patrol 1 hour during the day and 1 hour at night extending to 2200 hours or later on Holiday weekends. Patrol 1 hour every regular weekend with occasional short patrols during the week.

High Bridge – Domingo Springs – Warner Creek campgrounds: Patrol 1 hour on all weekends at the discretion of the patrolling Deputy, to include patrols after dark on weekends. Occasional short patrols during the week.

Total reimbursement for this category shall not exceed the amount of: <u>$4,000.</u> Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: **$5,000**.

PNF

Bucks Lake area: Patrol four hours one day of all weekends and occasional short patrols during the week.

Snake Lake – Deans Valley areas: Occasional short patrols during the week and on Friday nights after 2200, especially on Holiday weekends.

Antelope Lake Recreation Area: Two four hour patrols each Friday and Saturday. Patrols should cover evening hours, occasionally extending to 2200 when the campground is full. Make contact with the campground host during the patrol.

North Fork of the Feather River, Highway 70: Patrol four hours one day of all weekends and an occasional short patrol during the week. Coordinate with CHP and District LEOs as needed.

Lake Davis Recreation Area: Patrol four hours one day of all weekends and occasional short patrols during the week, to include dispersed camping sites such as Crocker campground, Little Summit Lake and Ross Meadow.

Frenchman Lake Recreation Area: Patrol eight hours Friday and Saturday, four hours on Sunday, to include dispersed camping sites such as Meadow View campground, Snow Lake, Frenchman Cove and Grigsby Creek.

Lakes Basin area: Include Jackson Creek and Sloat area near Poplar Valley. Occasional short patrols as funding and manpower allow.

Little Grass Valley Reservoir: Patrol six hours on all Fridays and/or Saturdays with emphasis on hours extending to 2200 or later and respond to specific calls for service. Check in with campground host prior to leaving the area.

Total reimbursement for this category shall not exceed the amount of: $15,000. Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: **$20,000**.

IV. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B when approved by the Incident Commander or designee and upon concurrence from the local Patrol Captain or designee. The Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

V. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

For services requested in items I, II and agreed to under III and IV, reimbursement will be based on itemized bills, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before 30 Oct 2014.

A. Mail copies of itemized LNF billing statements to:

Duane Jackson, Patrol Captain
2250 Riverside Dr.
Susanville, CA 96130

B. Mail copies of itemized PNF billing statements to:

Chris Holland, Patrol Captain
159 Lawrence St
P.O. Box 11500
Quincy, CA 95957

System for Award Management (SAM) at www.sam.gov will be used for the verification of the Electronic Funds Transfer (EFT) banking information (DUNS#).

C. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	LNF Estimated Costs	PNF Estimated Costs	Not to Exceed by %
Patrol Dispatch Activities	$1,000	$5,000	N/A
Patrol Activities	$4,000	$15,000	N/A
Total	**$5,000**	**$20,000**	**N/A**

D. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

GREG HAGWOOD, Sheriff
Plumas County, CA

5.5.14
Date

MERV GEORGE Jr., Acting Forest Supervisor
U.S. Forest Service, Lassen National Forest

4-21-14
Date

EARL FORD, Forest Supervisor
U.S. Forest Service, Plumas National Forest

4/15/14
Date

Scott Harris 5/23/14

SCOTT HARRIS, Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

Date

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

Constance Zipperer 10 March 2014

CONSTANCE ZIPPERER
U.S. Forest Service Grants & Agreements Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

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

FS Agreement No. 11-LE-11051360-202
Modification No. 010

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL PATROL OPERATIONS PLAN & FINANCIAL PLAN
Between The
LASSEN COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
MODOC NATIONAL FOREST

2015 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Lassen County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Modoc National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #11-LE-11051360-202 executed on July 7, 2010. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2014 and ending September 30, 2015.

Previous Year Carry-over: $0
Current Fiscal Year Obligation: $5,000
FY2015 Total Annual Operating Plan: $5,000

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principle Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Dean Growdon, Sheriff 1415 Sheriff Cady Ln Susanville, CA 96130 530-251-8113 FAX 530-257-9363 dgrowdon@co.lassen.ca.us	Leslie Easley, Program Coordinator 1415 Sheriff Cady Ln Susanville, CA 96130 530-251-8113 FAX 530-257-9363 LEasley@co.lassen.ca.us

Principle U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Chris Holland, Patrol Captain 159 Lawrence St Quincy, CA 95971 530-283-7769 FAX 530-283-7811 chrisholland@fs.fed.us	Mario Guajardo, Admin Assistant 2550 Riverside Dr Susanville, CA 96130 530-252-6627 FAX 530-252-6420 mguajardo@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

$0.575/mile patrolled
Per diem rate is $42/M&IE + $60 lodging/day
Wages at the prevailing rate of $32.00/hour base plus overtime for the individual officer at the rate of $48.00/hour.

II. PATROL DISPATCH SERVICES:

A. Lassen County will be an unscheduled service.

Total reimbursement for this category shall not exceed the amount of $500

III. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

All Forest Service roads within the Cooperator's area of jurisdiction.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

Blue Lake: Patrol Blue Lake Campground, the lakeshore, associated roads into the lake and North to the Modoc/Lassen county line.

Ash Creek Campground

Dan Ryan Campgound: Patrol approximately 10 sites dispersed along 2-3 mile stretch of Forest road 39N50.

Willow Creek Campground

Patrols will commence on the weekend of Memorial Day and conclude the weekend of Labor Day. Additional patrols will be the Friday before Independence Day and Labor Day weekends. Additional patrols may be requested for the two week period of deer hunting season, depending on the availability of Deputies. Primary patrol times should be on the weekends.

Total reimbursement for this category shall not exceed the amount of: $4,000. Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: $4,500.

IV. EQUIPMENT AND SUPPLIES/TRAINING:

See Cooperative Law Enforcement Agreement Provisions IV-J, IV-K, and IV-L for additional information.

See Cooperative Law Enforcement Agreement Provision IV-J for additional training information.

Total reimbursement for this category shall not exceed the amount of: $500

V. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees

to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

VI. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

For services requested in items I, II and agreed to under III and IV, reimbursement will be based on itemized bills, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before 30 Oct 2015.

A. Mail copies of itemized billing statements to:

Mario Guajardo, LE Admin Assistant
2250 Riverside Dr
Susanville, CA 96130

NOTE: Verify the County Sheriff's DUNS# at www.sam.gov (SAM) for Electronic Funds Transfer (EFT) banking information. SAM will be used for all registrations and updates.

B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Dispatch Activities	$ 500	N/A
Patrol Activities	$4,000	N/A
Equipment and Supplies/Training	$ 500	N/A
Total	**$5,000**	N/A

C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

3/9/15

DEAN GROWDON, Sheriff
Lassen County

Date

2/27/2015

AMANDA G. MCADAMS, Forest Supervisor
U.S. Forest Service, Modoc National Forest

Date

ACTING SAC

3/13/15

SCOTT HARRIS, Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

Date

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

Constance Zipperer

CONSTANCE ZIPPERER
U.S. Forest Service Grants & Agreements Specialist

5 February 2015
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

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

FS Agreement No. 11-LE-11051360-202
Modification No. 008

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL PATROL OPERATIONS PLAN & FINANCIAL PLAN
Between The
LASSEN COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
MODOC NATIONAL FOREST

2014 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Lassen County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Modoc National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #11-LE-11051360-202 executed on July 7, 2010. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2013 and ending September 30, 2014.

Previous Year Carry-over: $0
Current Fiscal Year Obligation: $5,000
FY2014 Total Annual Operating Plan: $5,000

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Dean Growdon, Sheriff 1415 Sheriff Cady Ln Susanville, CA 96130 Telephone: 530-251-8113 FAX: 530-257-9363 Email: dgrowdon@co.lassen.ca.us	Leslie Easley, Program Coordinator 1415 Sheriff Cady Ln Susanville, CA 96130 Telephone: 530-251-8113 FAX: 530-257-9363 Email: leasley@co.lassen.ca.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Duane A. Jackson, Patrol Captain 2550 Riverside Dr. Susanville, CA 96130 Telephone: 530-252-6400 FAX 530-252-6420 Email: dajackson@fs.fed.us	Mario Guajardo, Admin Assistant 2550 Riverside Dr. Susanville, CA 96130 Telephone: 530-252-6627 FAX: 530-252-6420 Email: mguajardo@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

$0.565/mile patrolled
Per diem rate is $42/M&IE + $60 lodging/day
Wages at the prevailing rate of $32.00/hour base plus overtime for the individual officer at the rate of $48.00/hour.

II. PATROL DISPATCH SERVICES:

A. Lassen County will be an unscheduled service.

Total reimbursement for this category shall not exceed the amount of $500

III. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

All Forest Service roads within the Cooperator's area of jurisdiction.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

Blue Lake: Patrol Blue Lake Campground, the lakeshore, associated roads into the lake and North to the Modoc/Lassen county line.

Ash Creek Campground

Dan Ryan Campgound: Patrol approximately 10 sites dispersed along 2-3 mile stretch of Forest road 39N50.

Willow Creek Campground

Patrols will commence on the weekend of Memorial Day and conclude the weekend of Labor Day. Additional patrols will be the Friday before Independence Day and Labor Day weekends. Additional patrols may be requested for the two week period of deer hunting season, depending on the availability of Deputies. Primary patrol times should be on the weekends.

Total reimbursement for this category shall not exceed the amount of: $4,000
Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: $4,500.

IV. EQUIPMENT AND SUPPLIES/TRAINING:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

See Cooperative Law Enforcement Agreement Provision IV-K for additional information.

Total reimbursement for this category shall not exceed the amount of: $500

V. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the

Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

VI. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

For services requested in items I, II and agreed to under III and IV, reimbursement will be based on itemized bills, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before 30 Oct 2014.

A. Mail copies of itemized billing statements to:

Duane Jackson, Patrol Captain
2250 Riverside Dr
Susanville, CA 96130

NOTE: Verify the County Sheriff's DUNS# at www.sam.gov (SAM) for Electronic Funds Transfer (EFT) banking information. SAM will be used for all registrations and updates.

B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Dispatch Activities	$ 500	N/A
Patrol Activities	$4,000	N/A
Equipment and Supplies/Training	$ 500	N/A
Total	**$5,000**	N/A

C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

2/17/14

DEAN CROWDON, Sheriff
Lassen County, CA

Date

1/24/14

ANN D. CARLSON, Acting Forest Supervisor
U.S. Forest Service, Modoc National Forest

Date

4/2/14

SCOTT HARRIS, Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

Date

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

17 January 2014

CONSTANCE ZIPPERER
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

FS Agreement No. 11-LE-11051360-201
Modification No. 005

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL PATROL OPERATIONS PLAN & FINANCIAL PLAN
Between The
LASSEN COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
LASSEN NATIONAL FOREST

2015 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Lassen County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Lassen National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #11-LE-11051360-201 executed on July 7, 2010. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2014 and ending September 30, 2015.

Previous Year Carry-over: $10,759.45
Current Fiscal Year Obligation: $2,240.55
FY2015 Total Annual Operating Plan: $13,000.00

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principle Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Dean Growdon, Sheriff 1415 Sheriff Cady Ln Susanville, CA 96130 530-251-8013 FAX 530-251-2884 dgrowdon@co.lassen.ca.us	Leslie Easley, Program Coordinator 1415 Sheriff Cady Ln Susanville, CA 96130 530-251-8013 FAX 530-251-2884 LEasley@co.lassen.ca.us

Principle U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Chris Holland, Patrol Captain 159 Lawrence St Quincy, CA 95971 530-283-7769 FAX 530-283-7811 chrisholland@fs.fed.us	Mario Guajardo, Admin Assistant 2550 Riverside Dr Susanville, CA 96130 530-252-6627 FAX 530-252-6420 mguajardo@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

$0.575/mile patrolled
Per diem rate is $42/M&IE + $60 lodging/day
Wages at the prevailing rate of $32.00/hour base plus overtime for the individual officer at the rate of $48.00/hour.

II. PATROL DISPATCH SERVICES:

A. Lassen County will be an unscheduled service.

Total reimbursement for this category shall not exceed the amount of $2,500

III. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

All Forest Service roads within the Cooperator's area of jurisdiction.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

Eagle Lake: Vehicle and foot patrols in developed Forest Service campgrounds, including Christie, Merrill, West Eagle, Eagle and Aspen Grove, during hours conducive to criminal and/or problem activities. Patrol Wildcat Point dispersed camping area on Holiday weekends. Most patrol hours shall be between 0800-0200; Fri, Sat, Sun.

Pegleg: Vehicle patrols in undeveloped camping areas receiving public use, including McCoy Flat and Goumaz.

Bogard: Vehicle patrols in developed Forest Service campgrounds, including Bogard, Crater Lake, Butte Creek and Silver Lake. Vehicle patrols in and around Bogard Work Center

Roxie Peconom: Vehicle and foot patrols in and around the area of Roxie Peconom and Willard Creek campgrounds throughout the week of the Bear Dance Ceremony.

Total reimbursement for this category shall not exceed the amount of: $9,500. Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: $12,000.

IV. EQUIPMENT AND SUPPLIES/TRAINING:

See Cooperative Law Enforcement Agreement Provisions IV-J, IV-K, and IV-L for additional information.

See Cooperative Law Enforcement Agreement Provision IV-J for additional training information.

Actual documented cost, agreed to in advance.

Total reimbursement for this category shall not exceed the amount of: $1,000

NOTE: Funds not used for Equipment/Training and/or Dispatch may be used for Patrol activities.

V. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

VI. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

For services requested in items I, II and agreed to under III and IV, reimbursement will be based on itemized bills, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before 30 Oct 2015.

A. Mail copies of itemized billing statements to:

Mario Guajardo, LE Admin Assistant
2250 Riverside Dr
Susanville, CA 96130

NOTE: Verify the County Sheriff's DUNS# at www.sam.gov (SAM) for Electronic Funds Transfer (EFT) banking information. SAM will be used for all registrations and updates.

B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Dispatch Activities	$ 2,500	N/A
Patrol Activities	$9,500	N/A
Equipment and Supplies/Training	$ 1,000	N/A
Total	**$13,000**	N/A

C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-V.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

3/9/15

DEAN GROWDON, Sheriff — Date
Lassen County

2/19/15

DAVE HAYS, Forest Supervisor — Date
U.S. Forest Service, Lassen National Forest

ACTING SAC 3/13/15

SCOTT HARRIS, Special Agent in Charge — Date
U.S. Forest Service, Pacific Southwest Region

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

Constance Zipperer 5 February 2015

CONSTANCE ZIPPERER Date

U.S. Forest Service Grants & Agreements Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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FS Agreement No. 11-LE-11051360-201
Modification No. 004

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL PATROL OPERATIONS PLAN & FINANCIAL PLAN
Between The
LASSEN COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
LASSEN NATIONAL FOREST

2014 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Lassen County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Lassen National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #11-LE-11051360-201 executed on July 7, 2010. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2013 and ending September 30, 2014.

Previous Year Carry-over: $0
Current fiscal Year Obligation: $15,000
FY2014 Total Annual Operating Plan: $15,000

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Dean Growdon, Sheriff 1415 Sheriff Cady Ln Susanville, CA 96130 530-251-8013 FAX 530-251-2884 dgrowdon@co.lassen.ca.us	Leslie Easley, Program Coordinator 1415 Sheriff Cady Ln Susanville, CA 96130 530-251-8013 FAX 530-251-2884 leasley@co.lassen.ca.us

Principal U.S. Forest Service Contacts:

Duane A. Jackson, Patrol Captain 2550 Riverside Dr. Susanville, CA 96130 530-252-6400 FAX 530-252-6420 dajackson@fs.fed.us	Mario Guajardo, Admin Assistant 2550 Riverside Dr. Susanville, CA 96130 530-252-6627 FAX 530-252-6420 mguajardo@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

$0.565/mile patrolled
Per diem rate is $42/M&IE + $60 lodging/day
Wages at the prevailing rate of $32.00/hour base plus overtime for the individual officer at the rate of $48.00/hour.

II. PATROL DISPATCH SERVICES:

A. Lassen County will be an unscheduled service.

Total reimbursement for this category shall not exceed the amount of $2,500

III. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

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Pegleg: Vehicle patrols in undeveloped camping areas receiving public use, including McCoy Flat and Goumaz.

Bogard: Vehicle patrols in developed Forest Service campgrounds, including Bogard, Crater Lake, Butte Creek and Silver Lake. Vehicle patrols in and around Bogard Work Center

Roxie Peconom: Vehicle and foot patrols in and around the area of Roxie Peconum and Willard Creek campgrounds throughout the week of the Bear Dance Ceremony.

Total reimbursement for this category shall not exceed the amount of: $11,500. Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: $14,000.

IV. EQUIPMENT AND SUPPLIES/TRAINING:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

See Cooperative Law Enforcement Agreement Provision IV-K for additional information.

Actual documented cost, agreed to in advance.

Total reimbursement for this category shall not exceed the amount of: $1,000

NOTE: Funds not used for Equipment/Training and/or Dispatch may be used for Patrol activities.

V. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will

coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

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VI. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

For services requested in items I, II and agreed to under III and IV, reimbursement will be based on itemized bills, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before 30 Oct 2014.

A. Mail copies of itemized billing statements to:

Duane Jackson, Patrol Captain
2250 Riverside Dr.
Susanville, CA 96130

NOTE: Verify the County Sheriff's DUNS# at www.sam.gov (SAM) for Electronic Funds Transfer (EFT) banking information. SAM will be used for all registrations and updates.

B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Dispatch Activities	$ 2,500	N/A
Patrol Activities	$11,500	N/A
Equipment and Supplies/Training	$ 1,000	N/A
Total	**$15,000**	N/A

C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

2/13/14

DEAN GROWDON, Sheriff
Lassen County, CA

Date

01/07/14

JERRY BIRD, Forest Supervisor
U.S. Forest Service, Lassen National Forest

Date

4/2/14

SCOTT HARRIS, Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

Date

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

Constance Zipperer

CONSTANCE ZIPPERER
U.S. Forest Service Grants Management Specialist

19 December 2013

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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FS Agreement No. 11-LE-11051360-206
Modification No. 05

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL PATROL OPERATIONS PLAN & FINANCIAL PLAN
Between The
COUNTY OF PLUMAS, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, BY AND THROUGH ITS SHERIFF'S OFFICE
And the
USDA, FOREST SERVICE
PLUMAS AND LASSEN NATIONAL FORESTS

2013 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the County of Plumas, a political subdivision of the State of California, by and throiugh its Sheriff's Office , hereinafter referred to as "the cooperator," and the USDA, Forest Service, Plumas and Lassen National Forests, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #11-LE-11051360-206 executed on August 19, 2010. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2012 and ending September 30, 2013.

FY2013 Total Annual Operating Plan: $26,000 (PLUMAS NF)
$5,000 (LASSEN NF)

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Greg Hagwood, Sheriff, Plumas County 1400 E. Main St Quincy, CA 95971 Telephone: 530-283-6300 FAX: 530-283-6344 Email: ghagwood@pcso.net	Roni Towery, Sheriff's Fiscal Officer 1400 E. Main St Quincy, CA 95971 Telephone: 530-283-6396 FAX: 530-283-6344 Email: roni@pcso.net

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact- Plumas NF	U.S. Forest Service Administrative Contact- Plumas NF
Chris Holland, Patrol Captain 159 Lawrence St P.O. Box 11500 Quincy, CA 95971 530-949-7036 (cell) chrisholland@fs.fed.us	Katie Martens, Admin Assistant 159 Lawrence St P.O. Box 11500 Quincy, CA 95971 530-283-7775 krmartens@fs.fed.us
U.S. Forest Service Program Manager Contact- Lassen NF	**U.S. Forest Service Administrative Contact- Lassen NF**
Duane A. Jackson, Patrol Captain 2550 Riverside Dr Susanville, CA 96130 530-252-6400 FAX 530-252-6420 dajackson@fs.fed.us	Mario Guajardo, Admin Assistant 2550 Riverside Dr Susanville, CA 96130 530-252-6627 FAX 530-252-6420 mguajardo@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

$0.565/mile patrolled
Per diem rate is $42/M&IE + $60 lodging/day
Wages at the prevailing rate of $32.00/hour base plus overtime for the individual officer at the rate of $48.00/hour.

II. PATROL DISPATCH SERVICES:

A. Plumas County will be an unscheduled service.

Total reimbursement for this category shall not exceed the amount of $6,000 ($5,000 limit Plumas NF and $1,000 limit for Lassen NF).

III. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

All Forest Service roads within the Cooperator's area of jurisdiction.

2. Patrol in the following campgrounds, developed sites or dispersed areas, unless otherwise requested to assist Forest LEOs :

FOR PLUMAS NF:

Bucks Lake area: Patrol four hours one day of all weekends and occasional short patrols during the week.

Snake Lake – Deans Valley areas: Occasional short patrols during the week and on Friday nights after 2200, especially on Holiday weekends.

Antelope Lake Recreation Area: Two four hour patrols each Friday and Saturday. Patrols should cover evening hours, occasionally extending to 2200 when the campground is full. Make contact with the campground host during the patrol.

North Fork of the Feather River, Highway 70: Patrol four hours one day of all weekends and an occasional short patrol during the week. Coordinate with CHP and District LEOs as needed.

Lake Davis Recreation Area: Patrol four hours one day of all weekends and occasional short patrols during the week, to include dispersed camping sites such as Crocker campground, Little Summit Lake and Ross Meadow.

Frenchman Lake Recreation Area: Patrol eight hours Friday and Saturday, four hours on Sunday, to include dispersed camping sites such as Meadow View campground, Snow Lake, Frenchman Cove and Grigsby Creek.

Lakes Basin area: Include Jackson Creek and Sloat area near Poplar Valley. Occasional short patrols as funding and manpower allow.

Little Grass Valley Reservoir: Patrol six hours on all Fridays and/or Saturdays with emphasis on hours extending to 2200 or later and respond to specific calls for service. Check in with campground host prior to leaving the area.

FOR LASSEN NF:

Lake Almanor Recreation Area: To include Almanor North and Almanor South campgrounds, Almanor Rest Area on Highway 89 (known as Almanor Overflow campground), Canyon Dam Boat Launch and Day Use Area. Patrol 1 hour during the day and 1 hour at night extending to 2200 hours or later on Holiday weekends. Patrol 1 hour every regular weekend with occasional short patrols during the week.

High Bridge – Domingo Springs – Warner Creek campgrounds: Patrol 1 hour on all weekends at the discretion of the patrolling Deputy, to include patrols after dark on weekends. Occasional short patrols during the week.

Total reimbursement for this category shall not exceed the amount of: **$25,000 ($21,000 for PLUMAS NF, $4,000 for LASSEN NF). NOTE:** Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: **$26,000 limit for PLUMAS NF, $5,000 limit for LASSEN NF.**

IV. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous.

Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

V. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

For services requested in items I, II and agreed to under III and IV, reimbursement will be based on itemized bills, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before December 31, 2013.

A. Mail copies of itemized billing statements to:

Chris Holland, Patrol Captain (Plumas NF)
159 Lawrence St
P.O. Box 11500
Quincy, CA 95957

Duane A. Jackson, Patrol Captain (Lassen NF)
2550 Riverside Dr
Susanville, CA 96130
530-252-6400
FAX 530-252-6420
dajackson@fs.fed.us

NOTE: The Central Contractors Registration (CCR) will no longer be used to register the County Sheriff's DUNS#. The new System for Award Management (SAM) at www.sam.gov will now be used for the verification of the Electronic Funds Transfer (EFT) banking information. SAM will be used for all future registrations and updates.

B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

	PLUMAS NF	LASSEN NF
Category	**Estimated Costs**	
Patrol Dispatch Activities	$5,000	$1,000
Patrol Activities	$21,000	$4,000
Total	**$26,000**	**$5,000**

C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law

Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

3.20.13

GREG HAGWOOD, Sheriff — Date
Plumas County

3/18/13

EARL FORD, Forest Supervisor — Date
U.S. Forest Service, Plumas National Forest

03/11/13

JERRY BIRD, Forest Supervisor — Date
U.S. Forest Service, Lassen National Forest

4/1/13

SCOTT HARRIS, Special Agent in Charge — Date
U.S. Forest Service, Pacific Southwest Region

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

02/25/2013

SUWANNEE MILBURN — Date
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

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

FS Agreement No. 11-LE-110511360-202
Modification No. 06

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN & FINANCIAL PLAN
Between The
LASSEN COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
MODOC NATIONAL FOREST

2013 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Lassen County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Modoc National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #11-LE-11051360-202 executed on Juy 7, 2010. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2012 and ending September 30, 2013.

FY2013 Total Annual Operating Plan: $5,000

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Dean Growdon, Sheriff 1415 Sheriff Cady Ln Susanville, CA 96130 530-251-8113 FAX 530-257-9363 dgrowdon@co.lassen.ca.us	Leslie Easley, Program Coordinator 1415 Sheriff Cady Ln Susanville, CA 96130 530-251-8113 FAX 530-257-9363 LEasley@co.lassen.ca.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Duane A. Jackson, Patrol Captain 2550 Riverside Dr Susanville, CA 96130 530-252-6400 FAX 530-252-6420 dajackson@fs.fed.us	Mario Guajardo, Admin Assistant 2550 Riverside Dr Susanville, CA 96130 530-252-6627 FAX 530-252-6420 mguajardo@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

$0.565/mile patrolled
Per diem rate is $42/M&IE + $60 lodging/day
Wages at the prevailing rate of $32.00/hour base plus overtime for the individual officer at the rate of $48.00/hour.

II. PATROL DISPATCH SERVICES:

A. Lassen County will be an unscheduled service.

Total reimbursement for this category shall not exceed the amount of $500.00

III. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

   All Forest Service roads within the Cooperator's area of jurisdiction.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

   Blue Lake: Patrol Blue Lake Campground, the lakeshore, associated roads into the lake and North to the Modoc/Lassen county line.

   Ash Creek Campground

   Dan Ryan Campgound: Patrol approximately 10 sites dispersed along 2-3 mile stretch of Forest road 39N50.

Willow Creek Campground

Patrols will commence on the weekend of Memorial Day and conclude the weekend of Labor Day. Additional patrols will be the Friday before Independence Day and Labor Day weekends. Additional patrols may be requested for the two week period of deer hunting season, depending on the availability of Deputies. Primary patrol times should be on the weekends.

Total reimbursement for this category shall not exceed the amount of: $4,000.00
Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: $4,500.00.

IV. EQUIPMENT AND SUPPLIES/TRAINING:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

See Cooperative Law Enforcement Agreement Provision IV-K for additional information.

Total reimbursement for this category shall not exceed the amount of: $500.00

V. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the

Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

VI. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

For services requested in items I, II and agreed to under III and IV, reimbursement will be based on itemized bills, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before 31 Dec 2013.

A. Mail copies of itemized billing statements to:

Duane Jackson, Patrol Captain
2250 Riverside Dr
Susanville, CA 96130

NOTE: The Central Contractors Registration (CCR) will no longer be used to register the County Sheriff's DUNS#. The new System for Award Management (SAM) at www.sam.gov will now be used for the verification of the Electronic Funds Transfer (EFT) banking information. SAM will be used for all future registrations and updates.

B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs
Patrol Dispatch Services	$500
Patrol Activities	$4,000
Equipment and Supplies/Training	$500
Total	**$5,000**

C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

3/19/13

DEAN GROWDON, Sheriff
Lassen County

Date

3/15/13

KIMBERLY H. ANDERSON, Forest Supervisor
U.S. Forest Service, Modoc National Forest

Date

3/29/13

SCOTT HARRIS, Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

Date

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

02/28/2013

SUWANNEE MILBURN
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

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

FS Agreement No. 11-LE-11051360-201
Modification No. 03

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL PATROL OPERATIONS PLAN & FINANCIAL PLAN
Between The
LASSEN COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
LASSEN NATIONAL FOREST

2013 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Lassen County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Lassen National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #11-LE-11051360-201 executed on July 7, 2010. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2012 and ending September 30, 2013.

FY2013 Total Annual Operating Plan: $20,000

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Dean Growdon, Sheriff 1415 Sheriff Cady Ln Susanville, CA 96130 530-251-8013 FAX 530-251-5884 dgrowdon@co.lassen.ca.us	Leslie Easley, Program Coordinator 1415 Sheriff Cady Ln Susanville, CA 96130 530-251-8013 FAX 530-251-5884 LEasley@co.lassen.ca.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Duane A. Jackson, Patrol Captain 2550 Riverside Dr Susanville, CA 96130 530-252-6400 FAX 530-252-6420 dajackson@fs.fed.us	Mario Guajardo, Admin Assistant 2550 Riverside Dr Susanville, CA 96130 530-252-6627 FAX 530-252-6420 mguajardo@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

$0.565/mile patrolled
Per diem rate is $42/M&IE + $60 lodging/day
Wages at the prevailing rate of $32.00/hour base plus overtime for the individual officer at the rate of $48.00/hour.

II. PATROL DISPATCH SERVICES:

A. Lassen County will be an unscheduled service.

Total reimbursement for this category shall not exceed the amount of $2,500.00

III. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

   All Forest Service roads within the Cooperator's area of jurisdiction.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

   Eagle Lake: Vehicle and foot patrols in developed Forest Service campgrounds, including Christie, Merrill, West Eagle, Eagle and Aspen Grove, during hours conducive to criminal and/or problem activities. Patrol Wildcat Point dispersed camping area on Holiday weekends. Most patrol hours shall be between 0800-0200; Fri, Sat, Sun.

Pegleg: Vehicle patrols in undeveloped camping areas receiving public use, including McCoy Flat and Goumaz.

Bogard: Vehicle patrols in developed Forest Service campgrounds, including Bogard, Crater Lake, Butte Creek and Silver Lake. Vehicle patrols in and around Bogard Work Center

Roxie Peconom: Vehicle and foot patrols in and around the area of Roxie Peconum and Willard Creek campgrounds throughout the week of the Bear Dance Ceremony.

Total reimbursement for this category shall not exceed the amount of: $15,500.00
Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: $18,000.00.

IV. EQUIPMENT AND SUPPLIES/TRAINING:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

See Cooperative Law Enforcement Agreement Provision IV-K for additional information.

Actual documented cost, agreed to in advance.

Total reimbursement for this category shall not exceed the amount of: $2,000.00
NOTE: Funds not used for Equipment/Training and/or Dispatch may be used for Patrol activities.

V. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will

coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

VI. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

For services requested in items I, II and agreed to under III and IV, reimbursement will be based on itemized bills, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before December 31, 2013.

A. Mail copies of itemized billing statements to:

Duane Jackson, Patrol Captain
2250 Riverside Dr
Susanville, CA 96130

NOTE: The Central Contractors Registration (CCR) will no longer be used to register the County Sheriff's DUNS#. The new System for Award Management (SAM) at www.sam.gov will now be used for the verification of the Electronic Funds Transfer (EFT) banking information. SAM will be used for all future registrations and updates.

B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs
Patrol Dispatch Activities	$2,500
Patrol Activities	$15,500
Equipment and Supplies/Training	$2,000
Total	**$20,000**

C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

DEAN GROWDON, Sheriff
Lassen County

3/19/13
Date

JERRY BIRD, Forest Supervisor
U.S. Forest Service, Lassen National Forest

03/19/13
Date

SCOTT HARRIS, Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

3/29/13
Date

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

02/25/2013

SUWANNEE MILBURN
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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FY'06 Co-Op Patrol Agreement Allocations by County/NF

COUNTY	FOREST	AUTH	AMENDED	TOTAL
Butte Patrol	Plumas	$ 9,000.00		$ 9,000.00
Butte Drug	Plumas & Lassen	$ 10,000.00		$ 10,000.00
Plumas Patrol	Plumas & Lassen	$ 39,000.00		$ 39,000.00
Plumas Drug	Plumas & Lassen	$ 5,000.00		$ 5,000.00
Neveda Patrol	Tahoe	$ 21,000.00		$ 21,000.00
Neveda Drug	Tahoe	$ 5,000.00		$ 5,000.00
Placer Patrol	Tahoe & Eldorado	$ 22,000.00		$ 22,000.00
Placer Drug	Tahoe & Eldorado	$ 5,000.00		$ 5,000.00
Sierra Patrol	Tahoe & Plumas	$ 23,500.00		$ 23,500.00
Yuba Patrol	Tahoe & Plumas	$ 8,000.00		$ 8,000.00
Yuba Drug	Tahoe & Plumas	$ 4,000.00		$ 4,000.00

COUNTY	FOREST	AUTH	AMENDED	TOTAL
Butte Patrol	Plumas	$ 9,000.00		$ 9,000.00
Butte Drug	Plumas & Lassen	$ 10,000.00		$ 10,000.00
Plumas Patrol	Plumas & Lassen	$ 39,000.00		$ 39,000.00
Plumas Drug	Plumas & Lassen	$ 7,000.00		$ 7,000.00
Neveda Patrol	Tahoe	$ 21,000.00		$ 21,000.00
Neveda Drug	Tahoe	$ 5,000.00		$ 5,000.00
Placer Patrol	Tahoe & Eldorado	$ 22,000.00		$ 22,000.00
Placer Drug	Tahoe & Eldorado	$ 5,000.00		$ 5,000.00
Sierra Patrol	Tahoe & Plumas	$ 23,500.00		$ 23,500.00
Yuba Patrol	Tahoe & Plumas	$ 8,000.00		$ 8,000.00
Yuba Drug	Tahoe & Plumas	$ 4,000.00		$ 4,000.00

COUNTY		FOREST	AUTH
Butte Patrol	Patrol	Plumas	$ 9,000.00
Plumas Patrol	Patrol	Plumas & Lassen	$ 32,000.00
Neveda Patrol	Patrol	Tahoe	$ 21,000.00
Placer Patrol	Patrol	Tahoe & Eldorado	$ 22,000.00
Sierra Patrol	Patrol	Tahoe & Plumas	$ 23,500.00
Yuba Patrol	Patrol	Tahoe & Plumas	$ 8,000.00
Total		Patrol	$ 115,500.00
			$ 115,500.00
			$ 111,500.00

COUNTY	FOREST	AUTH	AMENDED	TOTAL
Butte Drug	Plumas & Lassen	$ 37,000.00		$ 37,000.00
Plumas Drug	Plumas & Lassen	$ 20,000.00		$ 20,000.00
Neveda Drug	Tahoe	$ 5,000.00		$ 5,000.00
Placer Drug	Tahoe & Eldorado	$ 10,000.00		$ 10,000.00
Yuba Drug	Tahoe & Plumas	$ 10,000.00		$ 10,000.00
R5	All	$ 79,000.00		$ 79,000.00

COUNTY	FOREST	PATROL	DRUG	AUTH
Butte Patrol	Plumas	$ 9,000.00	$ 40,000.00	$ 49,000.00
Neveda Patrol	Tahoe	$ 21,000.00	$ 5,000.00	$ 26,000.00
Placer Patrol	Tahoe & Eldorado	$ 22,000.00	$ 10,000.00	$ 32,000.00
Plumas Patrol	Plumas & Lassen	$ 39,000.00	$ 20,000.00	$ 59,000.00
Sierra Patrol	Tahoe & Plumas	$ 23,500.00		$ 23,500.00
Yuba Patrol	Tahoe & Plumas	$ 8,000.00	$ 4,000.00	$ 12,000.00
R5	All		$ -	$ -
				201,500.00
		$ 122,500.00	$ 79,000.00	$ 201,500.00

COUNTY	FOREST	2010 AUTH PATROL	2010 AUTH DRUG	2010 Amend	2010 TOTAL
Butte Patrol	Plumas	$9,000	$40,000		**$49,000**
Plumas Patrol	Plumas & Lassen	$32,000	$20,000		**$52,000**
Neveda Patrol	Tahoe	$21,000	$5,000	$13,000	**$39,000**
Placer Patrol	Tahoe & Eldorado	$22,000	$20,000	$5,000	**$47,000**
Sierra Patrol	Tahoe & Plumas	$23,500			**$23,500**
Yuba Patrol	Tahoe & Plumas	$8,000	$4,000		**$12,000**
PATROL	***TOTAL***	**$115,500**	**$89,000**	**$18,000**	**$222,500**

FY'11 Co-Op Patrol Op Plans -w/New AMENDED/Added Amounts - Agreement Allocations by County					
POC	**COUNTY**	**FOREST**	**2011 AUTH PATROL**	**2011 AUTH DRUG**	**2011 TOTAL**
Julie Lombard	Butte	Plumas	$9,000	$35,000	**$44,000**
Greg Meese	Plumas	Plumas & Lassen	$32,000	$20,000	**$52,000**
Steve Frick	Neveda	Tahoe	$21,000	$15,000	**$36,000**
Steve Frick	Placer	Tahoe & Eldorado	$22,000	$20,000	**$42,000**
Brian Adams	Sierra	Tahoe & Plumas	$23,500		**$23,500**
Kent Delbon	Yuba	Tahoe & Plumas	$8,000	$4,000	**$12,000**
		TOTAL	**$115,500**	**$94,000**	**$209,500**

COUNTY	**FOREST**	**2012 AUTH PATROL**	**2012 AUTH DRUG**	**2012 TOTAL**
Butte	Plumas	$9,000	$45,000	**$54,000**
Neveda	Tahoe	$21,000	$18,000	**$39,000**
Placer	Tahoe & Eldorado	$22,000	$20,000	**$42,000**
Plumas	Plumas & Lassen	$31,000	$20,000	**$51,000**
Sierra	Tahoe & Plumas	$29,000	$0	**$29,000**
Yuba	Tahoe & Plumas	$8,000	$5,000	**$13,000**
	TOTAL	**$120,000**	**$108,000**	**$228,000**

PATROL - COUNTY	FOREST	2013 Patrol Total			DRUG - COUNTY	FOREST	2013 Drug Total
Butte	PNF	8,000	8,000	2	Butte	Plumas/Lassen	30,000
Plumas	PNF/LNF	26,000	26,000	25	Plumas	Plumas/Lassen	15,000
Neveda	TNF	20,000	20,000	23	Neveda	Tahoe	15,000
Placer	TNF/ENF	20,000	20,000	24	Placer	Tahoe/Eldorado	15,000
Sierra	TNF/PNF	20,000	20,000				
Yuba	TNF/PNF	8,000	8,000	38	Yuba	Tahoe/Plumas	4,000
Total Patrol Allocation		$102,000	$102,000			**TOTAL ALLOCATION**	$79,000

Patrol - COUNTY	FOREST	Proposed 2014		saving FY14
Butte	PNF	7,000	7000	0
Plumas	PNF/LNF	20,000	20000	0
Neveda	TNF	15,000	15000	0
Placer	TNF/ENF	17,000	17000	0
Sierra	TNF/PNF	15,000	15000	0
Yuba	TNF/PNF	7,000	7000	0
Total Patrol Allocation		$ 81,000		0

Drug - COUNTY	FOREST	Proposed 2014		saving FY14
Butte	Plumas/Lasse	26,000	26,000.00	0
Plumas	Plumas/Lasse	13,000	13,000.00	0
Neveda	Tahoe	13,000	13,000.00	0
Placer	Tahoe/Eldora	13,000	7,776.21	5,224
		$0	0.00	0
Yuba	Tahoe/Pluma	5,000	5,000.00	0
	TOTAL ALLOCA	$ 70,000		5223.79

Patrol - COUNTY	FOREST	2015 AUTH	2016 New Commit	2015 C/O	TOTAL 2016	De-Obligation/Available	
Butte	PNF	6,000	5,000	0	5,000		2
Plumas	PNF/LNF	18,000	10,000	0	10,000	$ -	25
Nevada	TNF	13,000	7,000	0	7,000	$ -	23
Placer	TNF/ENF	15,000	5,100	1,900	7,000	$ 1,900.00	24
Sierra	TNF/PNF	13,000	11,395	3,605	15,000	$ 3,605.00	
Yuba	TNF/PNF	7,000	5,000	0	5,000	$ -	38
Total Patrol Allocation		$72,000	$43,495	$5,505		$5,505	

Drug - COUNTY	FOREST	2015 AUTH
Butte	PNF/LNF	24,000
Plumas	PNF/LNF	11,000
Nevada	TNF	11,000
Placer	TNF/ENF	11,000
Yuba	TNF/PNF	5,000
TOTAL ALLOCATION DRUGS		$62,000

2016 New Commit	2015 C/O	TOTAL 2016	De-Obligation/Available
20,000	0	20,000	$ -
7,000	0	7,000	$ -
7,000	0	7,000	$ -
9,006.94	993.06	10,000	$993.06
0	5,000	5,000	$5,000.00
$43,007	$5,993		$ 5,993.06

	Patrol - COUNTY	FOREST	2015		Actual
34	Butte	PNF	6,000	$	6,000.00
35	Plumas	PNF/LNF	18,000	$	18,000.00
49	Nevada	TNF	13,000	$	13,000.00
50	Placer	TNF/ENF	15,000	$	14,750.00
51	Sierra	TNF/PNF	13,000	$	11,448.75
52	Yuba	TNF/PNF	7,000	$	7,000.00
	Total Patrol Allocation		$72,000		$70,199
52					

	Drug - COUNTY	FOREST	2015		Actual		
2	Butte	PNF/LNF	24,000	$	24,000.00	$	30,000.00
25	Plumas	PNF/LNF	11,000	$	11,000.00	$	29,000.00
23	Nevada	TNF	11,000	$	5,577.28	$	18,577.28
24	Placer	TNF/ENF	11,000	$	2,170.30	$	16,920.30
						$	11,448.75
38	Yuba	TNF/PNF	5,000	$	5,000.00	$	12,000.00
	TOTAL ALLOCATION DRUGS		$62,000	$	47,747.58	$	117,946.33
38							

$134,000

Combined auth by SAC	WP		Savings
30,000	x	$	-
29,000	x	$	-
24,000	x	$	5,422.72
26,000	x	$	9,079.70
13,000	x	$	1,551.25
12,000	x	$	-
$134,000			$16,053.67

Patrol - COUNTY	FOREST	2016	Actual		Drug - COUNTY	FOREST	2016	Actual	Combined auth by SAC	
Butte	PNF	5,000		2	Butte	PNF/LNF	20,000		25,000	0
Plumas	PNF/LNF	10,000		25	Plumas	PNF/LNF	7,000		17,000	0
Nevada	TNF	7,000		23	Nevada	TNF	7,000		14,000	0
Placer	TNF/ENF	7,000		24	Placer	TNF/ENF	10,000		17,000	0
Sierra	TNF/PNF	15,000			Sierra	TNF/PNF	5,000		20,000	0
Yuba	TNF/PNF	5,000		38	Yuba	TNF/PNF	5,000		10,000	0
Total Patrol Allocation		$49,000			**TOTAL ALLOCATION DRUGS**		$54,000		$103,000	0

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

MEETING DATE: March 15, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: Board of Supervisors
APPROVING PARTY: Paul Roen, Supervisor, District 3
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Discussion/direction regarding options for providing services to Sierra County veterans.

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

Michelle Burr

From: Hall, Mimi <MimiHall@countyofplumas.com>
Sent: Thursday, March 10, 2016 9:30 AM
To: Michelle Burr
Cc: Heather Foster; LaPlante, Jimmy; Burnworth, Karla
Subject: RE: Veteran's Services ROP

Hi Michelle,

After discussion with our Board Chair and Veterans Services Officer, Plumas has decided not to pursue an additional MOU with Sierra for Veterans Services for the the reamining 4 months of the fiscal year.

A veterans services representative recently resigned, and we have decided not to fill it with the uncertainty of ongoing annual funding from other sources, including Sierra.

We did provide Sierra with an agreement through June 30, 2016, which Sierra County amended to terminate January 30, 2016. If the agreement was approved as presented, we would have found a way to meet the commitment through June 30, either through overtime or extra help. But with the loss of staff it does not seem prudent for Plumas to pursue a 4 month agreement that would extend the agreement we had presented for through June 30, but abbreviated to January 30 by Sierra County.

I appreciate all of the help you and Heather have provided and regret that the circumstances have led us to this decision. We will continue serving Sierra County veterans despite not being in-county and look forward to continued partnership with the great volunteers you have referring vets to the Veterans Services Office.

Mimi

Mimi Khin Hall, MPH
Director
Plumas County Public Health Agency
270 County Hospital Road, Suite 206
Quincy, CA 95971
Phone: 530-283-6342
Fax: 530-283-6425

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From: Michelle Burr [mburr@sierracounty.ca.gov]
Sent: Thursday, March 03, 2016 10:47 AM
To: Hall, Mimi
Cc: Heather Foster
Subject: RE: Veteran's Services ROP

Hi Mimi,

As I am getting the new MOU ready for the Board meeting on March 15th I noticed that the March 1st date has a year of 2015. I just wanted to let you know that I have corrected that date to read March 1, 2016 through June 30, 2016.

If you have any questions or concerns please let me know.

Have a great day,

Michelle Burr
Chief Deputy Clerk-Recorder
County of Sierra
PO Box Drawer D
Downieville, CA 95936
P: 530-289-3295
F: 530-289-2830

From: Hall, Mimi [mailto:MimiHall@countyofplumas.com]
Sent: Tuesday, March 01, 2016 11:22 AM
To: Michelle Burr <mburr@sierracounty.ca.gov>
Cc: Heather Foster <hfoster@sierracounty.ca.gov>; Heather Foster <hfoster@sierracounty.ca.gov>; Olney, Rosie <RosieOlney@countyofplumas.com>; LaPlante, Jimmy <JimmyLaPlante@countyofplumas.com>; Thrall, Sharon <sherrie.thrall@gmail.com>
Subject: FW: Veteran's Services ROP

Hi Michelle,

Thank you for the clarification and phone calls this morning and the attached ROP so we can make sure the amendments Sierra approved 2/16 are all reflected in a revised MOU document from Plumas.

Attached is the original MOU, amended to reflect the dates Sierra County approved on 2/16 (effective 7-1-15 to 1-30-16). I also changed the dollar amount from $27,000 (prior annual amount) and prorated it to 7 months, for a total amount of $15,750. For your information, the 50% match that Sierra would need towards the $15,750 is $7,875, so the appropriation of $7,900 in the ROP is sufficient.

I truly apologize for any misunderstanding on my behalf regarding next steps after our discussion is February. My understanding at this point is that if Sierra had not received another contract to pick up where the one approved 2/16 left off (January 30, 2016, since Sierra County amended the proposed June 30, 2016 end date), the Board was going to proceed with the resolution on its agenda today. Furthermore, if Plumas wants to continue VSO services in Sierra through the remainder of the fiscal year, it was too late to provide a new contract from now through June 30, 2016 for today's meeting, despite Heather's phone message to me yesterday afternoon. However, we could bring such a request/Agreement to a later meeting.

As we discussed, we did not do Sierra County outreach in February since we wanted to find out the outcome of the 2/16 meeting, so a future agreement, if we have one, would begin in later. I have attached a draft the exact same agreement for the remaining 4 months of the year in the total amount of $9,000. Again, If Sierra made that payment to Plumas, approximately $4,500 would need to be appropriated by the county since Sierra only receives a partial payment from Ca Vet.

With some changes in our staffing and workload, I would like to speak further with our VSO and Board Chair on if we have the capacity to move forward with the 4 month agreement for the remainder of the year. I'll try to get back to you and/or Heather by tomorrow on that.

Thanks for all of your assistance.

Mimi

Mimi Khin Hall, MPH
Director
Plumas County Public Health Agency
270 County Hospital Road, Suite 206
Quincy, CA 95971
Phone: 530-283-6342
Fax: 530-283-6425

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From: Michelle Burr [mailto:mburr@sierracounty.ca.gov]
Sent: Tuesday, March 01, 2016 9:33 AM
To: Hall, Mimi
Cc: Heather Foster
Subject: Re: Veteran's Services ROP

Hi Mimi,

Attached is the ROP for the Veteran's Services item that was on the February 16, 2016 Board agenda.

If you have any questions please let me know.

Thank you,

Michelle Burr
Chief Deputy Clerk-Recorder
County of Sierra
PO Box Drawer D
Downieville, CA 95936
P: 530-289-3295
F: 530-289-2830

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
March 15, 2016	☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Appointment to the Cemetery District No. 2.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other
Application and roster

BACKGROUND INFORMATION: This appointment is to reappoint for a term that will expire on March 31, 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

RECEIVED
FEB 09 2016
BY:

SIERRA COUNTY BOARD OF SUPERVISORS

APPLICATION FOR MEMBERSHIP ON ADVISORY BOARD OR COMMISSION

PLEASE PRINT OR TYPE
APPLICATION FOR MEMBERSHIP ON: Sierra Co Cemetery Dist No. 2
(NAME OF BOARD/COMMISSION/COMMITTEE)

FILING DEADLINE (AS LISTED ON VACANCY LISTING): _____

NAME: WAYNE C. BABROS

RESIDENCE ADDRESS: PO Box 965 MAIN St

MAILING ADDRESS: Alleghany CA 95910

PHONE NUMBERS: HOME: 287-3408 BUSINESS: _____

IN WHICH SUPERVISORIAL DISTRICT DO YOU RESIDE? Dist 1 Lee Adams

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

EMPLOYMENT EXPERIENCE: 35 years w/ FS, DOT water, Lands Div.

ORGANIZATION AND COMMUNITY EXPERIENCE: Cemetery Dist 2
Pliocene Ridge Community Dist Board member

OTHER EXPERIENCE WHICH YOU FEEL WOULD BE HELPFUL TO BRING TO THE ATTENTION OF BOARD MEMBERS IN MAKING THIS APPOINTMENT: President PRCS Dist
community of Alleghany, FS City, Pike City

EDUCATION (INCLUDE HIGH SCHOOL, COLLEGE AND/OR UNIVERSITY, AND GRADUATE STUDY):
2 years Gen Ed College

WHY WOULD YOU LIKE TO BE APPOIINTED?: Help out Sierra Co
And Lee Adams. Thank you. Wayne

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

DATE: 5 Feb 2016 SIGNATURE Wayne C Babros

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	Appointment Date	Reappointe
Cemetary District #2	BABROS, WAYNE	TRUSTEE	3/31/2016	2016	9/6/2011	4/1/2012
Cemetary District #2	DURRETT, CHERYL	TRUSTEE	3/31/2018	2018	9/6/2011	4/1/2014
Cemetary District #2	HAMB, MADELEINE	TRUSTEE	3/31/2019	2019	4/21/2015	

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

MEETING DATE: March 15, 2016	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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

AGENDA ITEM: Second reading and adoption 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 15, 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” (also sometime referred to as a “Qualified 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 20 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 Primary Caregiver.

3. Cultivation on any Parcel shall be for no more than two (2) individuals, whether as Qualified Patients and/or Primary 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 15th 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 YOU'RE 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 Adams

Do you realize how angry your making Sierra Co. marijuana growers?

Don't tell us how many plants we can grow. You wouldn't tell a corn farmer how many corn plants 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 truly 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.

Item 11D

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.

March 02, 2016

Lee Adams, BOS, Sierra County

RECEIVED
MAR 7 2016
BY:

Dear Lee:

Ramona Foster here. Sorry this isn't via email, but my computer is in shop.

I'll make this short, don't think I can keep this from being messy!! I'm writing to ask you to help us enact something that will be a meeting of objectives regarding the medical marijuana law.

I've felt all along that 70 plus plants was unrealistic. Those are probably the ones that prompted the 'new' ordinance.

I've only had benefit of oil since September so I'm not sure how many plants I'll need per season. My problem is my boys bought me a house in Alleghaney. It needs paint and flooring, but I expect to be living up there this grow season and was looking forward to tending my plants. The previous owner grew there and no one cared. There are several elders up there that grow and they live on less than two acres.

This oil has made such a difference in my life! I have inerstitial lung disease so smoking regularly is not an option.

Please help us keep our right to medicine!

Regards

Ramona Foster P.O. Box 873 Alleghaney CA 95910

Laurenc L. DeVita MA
POB 74 Calpine CA 96124
meditor@sierracountyprospect.com

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

RE: Introduction and first reading of an Ordinance amending Sections 8.01.030; 8.01.040; and 8.01.080 of the Sierra County Code; adding Section 8.01.045 and 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.

Sirs,
I continue to express concern with the Board's intention to approve the “medical cannabis ordinance”. My concerns include:

1. Lack of appropriate legislative due process with resulting loss of rights.
This committee was not the proper process for an ordinance which changes so much, and which is so important to future of the county. It is clear both from the report and from subsequent discussion before the public that neither Mr. Adams nor Mr. Roen really understood the legal cannabis collective system as it is still in place, and will be until 2018 or later in some cases.
The committee held, for some reason, three meetings. We have no organized report from those meetings, only generalizations and value judgments. The report from the committee to the Board and the public was lacking any material from which a logical conclusion and ultimate decision could be drawn.
The shadowy, illogical and slipshod methodology and swift Board approval causes one to fear for Brown Act violations.

2. Lack of legislative justification. At a time when the state and indeed the nation is moving away from cannabis prohibition, the ordinance drives Sierra County backwards against the flow. Under the system which the county could and should operate, patients have legal rights; collectives are allowed to function. Under California's new MMRSA laws, there will be licensing for different stages, a system will be set up according to the law, but until then the legislature clearly did not intend to deprive patients, caregivers and collectives of the rights they enjoyed. The new Sierra County Ordinance fails to protect those rights. It attempts to impose an even stricter personal limit than the state will require after 2018.

3. The new ordinance imposes an unnecessary hardship on patients, caregivers and collectives, and lacks the very compassion that the Compassionate Use Act intended. In remarks to the public and before the Board Supervisor, and Chair, Adams has expressed his, and so we guess, the Board's, contempt for the hardship this will create for patients. It is a legal anomaly, literally re-criminalized patients, denying them legitimacy and rendering them second class citizens whose needs are less important than the prejudices and convenience of others. The draconian $1,000 a plant fine is intended to create a bounty for which the county can hunt. It is an insult to the people, patients, caregivers and collectives, who tried so hard to work with the county last year, and to the people who testified during the many public comments to the Board.

4. The ordinance is ill conceived and harms the county. It represents a taking of property rights which property owners like myself are certain to seek remedy from. It invites legal action from the medical cannabis community. It pretends to use zoning in an amateurish and poorly conceived attempt at social engineering, an attempt to do the impossible and freeze the county from the free and unimpeded use of property at market value and even, it seems from the discussion before the Board, from the flow of generations. It disadvantages the county residents and harms the county economy in the face of what is clear to be an agricultural rebirth for rural North California counties.

5. The ordinance will create criminals. Supervisors and members of Sierra County Sheriff's Office have made statements which indicate that they know many people will have no choice but to try to grow medical cannabis, and they understand they are creating new lawlessness, new attacks on the environment and the community peace as people who wish to be, literally begged to be, legitimate, who are legitimate at the state level, will again become outlaws. The $1,000 a plant bounty will drive law enforcement, disguised thinly as code enforcement, to further violate the legal expectation of privacy, and encourage warrantless searches. The creation of a criminal class from people who are struggling to use state law to find legitimacy is so poorly advised as to be malfeasance. This ordinance will drive lawlessness at the detriment of the community peace.

6. This ordinance is a violation of AB 32 and the intention of carbon reduction in the state. It intentionally drives medical cannabis grows indoors, which increases dramatically the carbon footprint of cannabis.

There is no justification for this ordinance; it lays bare the prejudice on the Board and erodes the legitimacy of county government.

Turn this legislative catastrophe back; get some competent legal advice; send the issue to the planning commission; prepare to guide Sierra County forward in concert with the state.

Laurenc L. DeVita

March 9, 2016

Dear Supervisors,

I am writing once more to ask you to thoughtfully consider all the repercussions of passing the proposed changes to our county's medical marijuana ordinance.

I want to remind you that cultivators share the concerns of those who have urged you to restrict or even ban cannabis cultivation as well. We too are concerned for public safety and environmental preservation. The ordinance you have proposed does little to address the issues brought before you. Most cultivators in Sierra County work hard to respect regulations and use good management processes to respect their neighbors and environment.

Illicit growers will continue to practice illegally without any accountability and force honest, hard working farmers and patients to suffer as they wish to live within the law. You will bolster the coffers of the "big grows" you so desire to keep out by shutting down the legal competition that has been driving Cartels and DTOs out of California.

We have the opportunity to work together as a community to develop a win-win solution rather than win-lose or lose-win. Rather than create a great divide we can find understanding and common solutions by working together with in the law and state guidelines. You have the opportunity before you to vote No on this proposed ordinance.

Over the last 20 years tens of thousands of jobs have been created in Northern California due to cannabis cultivation. And this includes much more than just the farmers. It includes all the businesses that the farmers support as well. We've seen the decline of mining and timber. Now is the time to preserve the small craft farms that are supporting many Northern Californians.

Should you fail to see the value in allowing the legal collective growers to continue you will find Sierra County return to a path of decline in population, property values and prosperity. I urge you to take our many letters to heart and realize the harm this ordinance will bring to many's lives, health and well-being. Voting Yes for the ordinance is a selfish and uninformed decision.

I invite you to join the Sierra County Growers Association meeting Sunday March 13 at the Sierra Valley Lodge in Calpine at 5pm and listen to the presentation from Roy "Trey" Sherrell, Environmental Scientist, CPESC, CPSWQ, QSP/QSD with the Central Valley Regional Water Quality Control Board. 530-224-4847. He will be there to discuss and disseminate information on how to enroll and comply with the Central Valley Water Board's General Order for Cannabis Cultivation.

Sincerely,
Sarah Grew
Pike

Michelle Burr

From: Mary Jo Addiego <maryjoaddiego@yahoo.com>
Sent: Thursday, March 10, 2016 1:48 PM
To: Clerk-Recorder; Paul Roen; Lee Adams; Peter Huebner; Jim Beard; Mary Jo Addiego; Scott Schlefstein
Subject: Medical Marijuana Ordinance

Dear Sierra County Board of Supervisors:

Our family moved to Sierra County almost 25 years ago purchasing a house and 10 acres in Pike, leaving the overcrowded and heavily regulated city of Foster City, CA. We have been active members in our community. Matt was Assistant Chief of the Pike City Volunteer Fired Department (PCVFD) for 7 years, President of the Board of Directors for the PCVFD for 2 years and we both participated actively at our children's school, Pliocene Ridge, located in Pike.

As established and law abiding citizens of Sierra County, our family would like to express our concern over the radical changes be proposed to the medical marijuana ordinance in Sierra County. The proposed changes of maximum of 100 sq. ft. per prescription, no more than 10 plants of any size per prescription and no more than two prescriptions per parcel are simply unreasonable.

The changes being proposed do not take into consideration the variables effecting yields, that plant counts may contain seedlings or male plants or that a parcel may have more than 2 patients/family members being prescribed medicinal marijuana. Furthermore, charging someone out of compliance $1000.00 per plant is outrageous. We strongly request that last year's ordinance of 18 plants per prescription and no more that four prescriptions per parcel be upheld. Should the proposed changes take effect, we will not be able to grow our prescribed medicine.

Thank you in advance for your serious consideration of our views and needs.

Sincerely,

Matthew and Mary Jo Addiego
Resident of Pike, Sierra County

Michelle Burr

From: belle sandwith <bellestarr1@gmail.com>
Sent: Thursday, March 10, 2016 2:02 PM
To: Clerk-Recorder
Subject: Fwd: Changes to Ordinance 1055

Follow Up Flag: Follow up
Flag Status: Flagged

Please include in the Agenda packet for March 15, 2016

Dear Supervisors

I am again asking you to keep the current ordinance 1055 as it stands. It may not be the right answer but the new changes are dangerous to the county. The proposed changes have the potential of a having serious negative impact on the local economy.

The proposed restrictions are discriminatory. The two acre parcel size and the requirement of a permitted legal structure alienates most of the county.

Outdoor growing requires minimal financial output. Sunshine is free. Many if not most medical marijuana patients are elderly and/or disabled and on fixed incomes. And most are not land barons.

Indoor growing is a huge financial burden. There are the sizeable startup costs and then the sizeable increase in utility bills. The cost of the lights, ventilation and required A/C for the hot summers is an increase of $300-$400 a month in utility bills. This could literally lead to $10,000 a month being removed from the local economy and sent to Utility companies.

The requirement of the legal permitted structure is well intentioned in preventing the hoards from buying here and camping on farms. But there is very little useable land for sale and this regulation just works to discriminate against the old school residents living in mining cabins or the like. There needs to be a “Grandfather” stipulation for those that founded the county but choose to live off of the grid.

The financial burden of indoor growing and the structure requirement will cause patients to have to seek medicine at dispensaries hours away. This will be more money removed from the local economy to be spent on gas and to pay retail for something they could cultivated at home for free.

These changes to the current ordinance have the potential of a very negative impact on the local economy. The current state of the county is tenuous at

best. Please do not hurt the economy to fulfill some dreams of living in a gated community.

Medical marijuana is a proven medicine. Marijuana is an agricultural product. Sierra County is a Right to Farm county. Sierra County needs to be a Right to Medicate county. Thank you, Belle Starr Sandwith

Dear Lee Adams,

My name is Ian Ileson and I live in Pike. I have recently had the displeasure of reading the Board's new proposed outdoor cannabis cultivation ordinance on the county's website. My first response is emotional… there must be some mistake. This hardly seems like the same community that, just over a year ago, adopted a sensible and respectful ordinance for personal cultivation. I feel tricked and betrayed. I feel discriminated against and degraded.

The decrease in plant count, compounded in severity by the square footage requirement, dismisses the deep and outspoken need for medical cannabis in this community and also feels like a punishment. Having adequate space and an ample plant count allow us to pick the best of our medicine and ensure that we have what we need--even if we have a less than ideal harvest (due to any number of factors out of our control). Limitation of cultivation space, on top of that, simply gives our plants less opportunity to maximize their potential in providing for our needs. Who ever heard of too abundant of harvest? People throughout time have praised the gods for such blessings and so should we.

Also, I do not understand the need for new and increased setbacks… 10 ft, 20, 75… what is the quantifiable difference for someone driving by our parcel? Even walking for that matter? It would be very difficult to answer. Whereas the tangible hardships it would impose on me are measurable. I will have to do extra work to produce less fruit. Money, work, and soil will have been wasted and my morale will be significantly injured. If 10 ft was good enough last yea, it should be today as well.

In addition, the required registration with the sheriff and subsequent fees paint the good people of Sierra County's growing community as shamed second-class citizens—we're farmers *not* sex offenders. We deserve no more scrutiny and hassle than any of the other fine folks who live here. [I have just read the revised version of said ordinance and see that the registration requirement has been removed. I appreciate that you have come to your senses on this issue. Nonetheless, I've decided to leave my initial critiques of the requirement; because the fact, that such language made it into writing in the first place, betrays the unwarranted discrimination and unfavorable disposition embedded in the document as a whole.]

Most destructive, to mine and my family's lives, is the slashed allowance of prescription holders per parcel. I am the primary gardener for a patient's collective that includes my fiancée and both of my parents. My partner and I purchased our parcel, together with my folks, with the specific intent of cultivating medicinal cannabis for all **four** of us. We cannot afford to buy our medicine from a dispensary and my parents are not physically able to grow it for themselves. They put their retirement into this project so that we would have a home and so that they would have safe and affordable access to medical marijuana. The current cultivation ordinance seemed almost like it was written for us. Now we are here, just starting to settle into our new home and the Board is attempting to drastically alter the conditions that encouraged us to come—the legal framework we bought into. How is this fair? What do expect us to do? Like I said, we are here and we cannot afford to move again. Nor do we want to. We

love it here and intend to grow and prosper together with the other fine residents of our lovely community.

I have been living in California off and on for a handful of years now and became acquainted with the Sierra foothills through friends and travel. I fell in love with the majesty of the land as well as the mild-mannered, wholesome, and compassionate people. I decided I wanted to live here—and not just me—I wanted my family to live here too. My parents had started to feel their age and were requiring health care. Many of the drugs they were prescribed had unredeemable negative side effects and were making life more difficult for them. More and more information on the medicinal value of cannabis was coming to light and I convinced my Mom and Dad to start self-medicating. They felt relief. The quality of their lives improved astronomically. There was only one problem, they lived in Texas and cannabis is very illegal and very expensive there. My parents had to hide their actions and were almost always thin on finances. They grew increasingly removed from the social arena and the pain that marijuana relieved was replaced with the grief of social stigma and anxiety over State punishment. Then my Mom's parents died and a deep depression set in on the Ileson home. It broke my heart to witness. During a visit to their apartment in Houston, I suggested they should take their inheritance and look for a property in California where they could provide their own medicine affordably and without fear. They could start a whole new life. They didn't believe it was possible. I assured them it was—that there were communities out here that would accept and dignify them. They were afraid; but, believing that almost anything was better and that God would provide, they moved to the gold country of California hoping for a better life.

After over a year of search, we were finally graced with a property in Pike that fit our very limited budget and seemed good enough to grow and live on. Having researched the cultivation codes for Sierra County and seeing that the ordinance had just been passed, we concluded that it was unlikely to change again soon (especially considering the ever relaxing attitude toward cannabis in California and all across the globe) and that the local government must be considerate of the great needs (and limited growing skills) of the average medical marijuana patient. We put all our chips in. We would steward the land, learn to grow, provide our medicine for a fraction of the cost, and—maybe, if we learned well and the government came to its senses—we might also be able to use our new found skills to build a financial future if the legal climate continued to trend towards a commercial cannabis industry. We felt very positive, empowered, and, for the first time, at home and alive in the American dream.

Our first year finished out ok—the quality of the medicine was above average--but the quantity was wanting and we had to spend more than we expected. Our72 plants averaged just over a half pound per plant and our costs (the purchase of the land--plus improvements--infrastructure, grow supplies and all organic nutrients) were almost $100,000. Most of those costs were one-time investments made expecting future harvests would, in the long run, yield more affordable access to relief then many repeated visits to a dispensary or pharmacy could. A good portion of the infrastructure investments we put in this year will go to waste under the proposed ordinance (approximately $12,000 dollars in soil and pots) and, assuming we would have the same per plant average this year as last--in order to replace the medicine that we could've grown ourselves this year--we will have to spend between $80,000 and $120,000 dollars at the dispensary (at $200-300/oz). Those are devastating figures. Also, under the proposed ordinance, if my family decides that providing for our health (physical, psychological, and

financial) is more important than obeying the newly revised restrictions, then we would be slapped with a crippling initial fine of $1000 per plant over the limit (which, must I remind you, will have just been chopped by more than half), $100 per plant per day after that, and a threat to lien on the property if the fines are not paid to boot! We followed all the rules that you set forth for cultivation this year and were eagerly looking forward to working with this community for a brighter future for everyone. Now we are being punished.

We went out on a limb, hoping to improve the quality of our lives by joining the community in Pike, and the proposed ordinance would cut that limb from off the tree. Once again we feel unrepresented and picked on by our government—our lifestyle of healing is being publicly branded as a nuisance that needs to be abated—our tangible well-being is disregarded and the ephemeral concerns of a nameless constituency are given privilege.

The proposed ordinance is harsh, unjust, and most severely affects the aged and ailing. It will bring a tremendous amount of hardship and suffering (psychological, social and financial) for my family and this community at large. Quite simply, if it's signed into law, the Board will have committed a serious wrong. It will be victimizing an already very vulnerable section of the community that has enough trouble meeting its needs. It will not deter the real criminals. More than likely, the criminals will see the production vacuum and exploit it. Operating under the erroneous assumption that curtailing the activities of legal growers will somehow deter criminality, law enforcement will be busy persecuting the sick and elderly and their caretakers; while those without concern for our natural environment and community health will be out in the forest constructing guerrilla operations. This proposed ordinance would actually take resources that should be spent on protecting the land from those gross violators and wastes them by penalizing people who were, just the year before, operating within the protection of the law. If the problem with the current ordinance is that some unconscientious growers are violating the letter of the law, than why not simply stiffen the penalties for breaking the law as is? Why punish those who in good faith did everything they could to be compliant with the rules you set up for the actions of those who have no regard for the law whatsoever?

Cannabis is a 100% non-toxic organic substance that reportedly has amazing benefit on the lives of countless people worldwide (not to mention, throughout time.) More people die taking Tylenol and, in fact, no one has *ever* died from the use of cannabis. This is extremely important to remember. This plant at its worst makes people slightly lazy and a little confused—it might put them to bed early—but at its best it dramatically reduces pain, causes seizures to occur less often, shrinks tumors, reduces anxiety, aids in creative thinking, promotes non-violence, and provides a long list of other benefits to the user. When it is grown outside and at home it is an extremely affordable alternative to the pharmaceutical industry and provides added well-being by connecting the patient directly to the free healing powers and processes of the planet.

Conscientious outdoor cannabis cultivation, even on a larger commercial scale, has a far smaller socio-ecological impact than a vast number of other industries that face almost no opposition in government (timber, cattle, alcohol, tobacco, oil, weaponry, alfalfa, almonds, plastics, electronic circuitry, coal, fishing, shipping… to just name a few.) The proposition that cannabis cultivation is detrimental to the

environment simply does not hold water. In truth, cannabis cultivators have played an important role in the advancement of sustainability and permaculture movements the world over. They have also been integral in defining and protecting civil liberties and individual autonomy here in the States. I also believe that you would be hard pressed to provide substantial proof that the cultivation in Sierra County has significantly increased violence or theft as is alleged in the proposed ordinance. Even if it did, so long as the growers are not the culprits, I see no reason that their activities should be restricted. You would not blame someone whose expensive car had just been stolen for the theft, would you? You certainly wouldn't impose a limit forcing the public to only buy cars in the mid-low price range as a way to deter further crimes.

The State of California understands the value of cannabis to the people that live here. Policy makers and stake holders in Sacramento have been working hard to craft reasonable regulations for a commercial cannabis industry in this state. While I do find the limits on personal cultivation in the new law unnecessarily restrictive; I do commend the state for acknowledging that medical marijuana farmers are not really any different from any other kind of farmers. This is a step in the right direction. Were my family able to obtain a small cultivation license, as defined under the new law, then we would not only be able to provide for our own medicinal needs; but also (provided we produced enough,) we may have the opportunity to offer relief to others that cannot provide for themselves and generate a modest income as well. We could make a living healing ourselves and helping to heal others. We could become the ever increasing assets to our community we've always dreamed of.

The Board has expressed its fear that the county may be "over run" with criminals if harsh new rules aren't put into place. Changing the ordinance, so that last years' legal growers are now in violation of the law, is not a solution. It simply turns law abiding cultivators into illegal growers. Adopting a licensing and regulatory framework would be a much better way to ensure that cannabis cultivation in Sierra County is in good hands. Only allow licenses for those demonstrating their commitment to best management practices and community wellness. Only allow gardens of 100 plants or less. Require a legal residence. Law enforcement could then focus its attention where it is best of service: dealing with dangerous criminals. I know that the legal growing community of Sierra County would have no problem if a portion of licensing fees went to protecting our natural resources from those that would exploit them. Cooperating with the State and allowing permits could potentially fund a great deal of socially valuable programs in this county. Other than criminals and fascists, everyone wins.

On a closing note, I urge you to take a utilitarian approach when crafting the law. Utilitarianism is an ethical philosophy that was in vogue around the time the United States was born and, most definitely, influenced its creation. Simply put, it defines as "good" those rules that promote the greatest pleasure for the most people and cause the least amount of pain. "Evil" would be the opposite. The ordinance that is up for adoption would not be considered a good law from a utilitarian perspective. The amount of pain it would cause a large number of Sierra County residents is staggering, while the pleasure it offers is unremarkable. For comparison sake, the current cultivation code causes minimal if any verifiable pain and promotes the pleasure and wellness of a great many of the people here. Isn't it obvious? You can be heroes—champions adored for your reason and compassion who revel in the glad support and cooperation of your citizenry--or you can be villains—cold-hearted and despised tyrants

that the community must stand against. Don't let yourselves be swayed by a tiny band of naysayers. Don't interfere with my family's well-being. Don't back us into a wall. Stand up for **our** rights. Defend the sick and the poor. Tell those of offended nose to **relax** and **enjoy** smelling the flowers. Remember, that's what we are growing after all—flowers that have grown alongside humanity for thousands of years—flowers that have improved countless lives in the past and will improve countless in the future—flowers that have helped people see God—flowers that have saved the lives of my loved ones—flowers that could potentially save us all.

Thank you for your time and I look forward to your response,

Ian Ileson

Pike, CA

Ps. I must say once more that we are perfectly happy with the current county ordinance and **very displeased** with the proposed new code. Moreover, any ordinance allowing less than four prescriptions and twelve plants per patient will cause a significant amount of pain, suffering, and quantifiable financial hardship for me and my family and we (and any other offended parties) will be forced to pursue remediation of those damages in a civil court of law. We are already meeting with our attorney. It would be regrettable if it came to that—for all of us.

Dear Supervisor Lee,

I appreciate your prompt response to my email, though it did not really feel as if my specific concerns were addressed. Your response feels more like a list of reasons for deciding to change last years' ordinance and little more. If in fact you are seeking a balance of need vs. nuisance, then you must know that the need essentially far outweighs the nuisance. Just look at the words… need is necessity—akin to food and water and shelter--and nuisance simply constitutes minor annoyance—like mosquitos or ATM transaction fees.

In response to your email, I have some specific problems:

1—You mention that the state has weighed on personal cultivation space, but the state allowance of 100 s.f. is simply the amount that doesn't require a license under the new tiered system. You are failing to see that the state intended for collectives to transition into of-profit structure and get a license for cultivation.

2—You refer to an alleged 10 plant count per patient recommendation made by NORML—even if this were indeed true (I challenge you to direct me to this information), for which ailment is this recommendation made? How current is the estimation? Only a doctor can make statements on the appropriate amount of medicine for a given patient; and if you were to ask one, they would explain to you that there is no such standard.

3—I do not see how the callous, restrictive, and hasty administrative actions of other counties have anything to do with what we choose to do. If neighboring counties were jumping off a cliff would you suggest that Sierra County follow suit?

4--The state is not issuing licenses for commercial grows until 2018 at the earliest. In the meantime, the state still recognizes non-profit collective gardens as legal gardens, understanding that any changes will necessarily take time, and is allowing for the transition. I suggest that the county waits to see how the advisory measure fairs in June and, whatever the outcome, takes a gentle and gradual approach to change.

The proposed ordinance is too drastic and severe. It causes great distress to a remarkable number of Sierra County citizens and this injustice cannot stand. We will not lie down and take it. Once again, if this ordinance goes through, you will be hearing from our lawyers.

In earnest,

Ian Ileson

Pike, CA

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
March 15, 2016	☐Regular ☒Timed ☐Consent

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

AGENDA ITEM: Public Hearing and adoption of resolution vacating an unnamed alley in Sierraville at the request of Jerome McCaffrey, as depicted in Book 15, Page 5 of Assessors Parcel Maps and as shown on attached Exhibit A to the resolution.

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

BACKGROUND INFORMATION: A resolution of intent to vacate was adopted (2016-014) on February 16, 2016. Public hearing notice was duly posted and published in accordance with the requirements of the Streets and Highways Code.

FUNDING SOURCE: REQUESTING PARTY
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

WHEN RECORDED MAIL DOCUMENT TO:

Tim H. Beals
Sierra County
Director of Transportation
Post Office Box 98
Downieville, CA 95936

STATE OF CALIFORNIA, COUNTY OF SIERRA, BOARD OF SUPERVISORS

IN THE MATTER OF VACATION OF A STREET, HIGHWAY OR PUBLIC EASEMENT AFFECTING A PUBLIC ACCESS EASEMENT IN THE COMMUNITY OF SIERRAVILLE

RESOLUTION NO. 2016-_____

WHEREAS, On February 16, 2016 the Sierra County Board of Supervisors adopted Resolution 2016-014 setting a date for a public hearing and declaring intent to vacate a portion of a public street, highway or public service easement, identified as a portion o an existing public access strip of land under jurisdiction of Sierra County as shown on Sierra County Assessor's Parcel Map Boo 15, Page 5, situated between Sierra County Assessor Parcels 015-052-003-0 and 015-052-004-0; and,

WHEREAS, Notice of Public Hearing for March 15, 2016 was duly published and posted as required by law.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Sierra find as follows:

A) The notice of intent to vacate was duly published, posted, and mailed as required by law and a public hearing was conducted on the question of vacation of the public right of way or public easement and this Board has reviewed public testimony and staff reports as part of the record of proceedings; and,

B) Based upon the record, the vacation of the referenced portion of the public easement is not necessary to present or prospective public use; and,

C) Based upon the record, the proposed vacation shall be exempt from the California Environmental Quality Act, and the Planning Director is directed to file the appropriate exemption form with the County Recorder upon recordation of this resolution; and,

D) The vacation of the public interest in the right of way/public service easement area represented on Exhibit "A" is hereby approved and the Clerk of the Board is directed to record this resolution consistent with the law.

Adopted by the Board of Supervisors of the County of Sierra, State of California on the 15th day of March, 2016 by the following vote:

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

EXHIBIT "A"

ABANDONMENT DESCRIPTION

All that certain real property being a portion of an unnamed alley situate in the Northeast 1/4 of Section 13, Township 20 North, Range 14 East, M.D.M., in the unincorporated Town of Sierraville, County of Sierra, State of California and being more particularly described as follows:

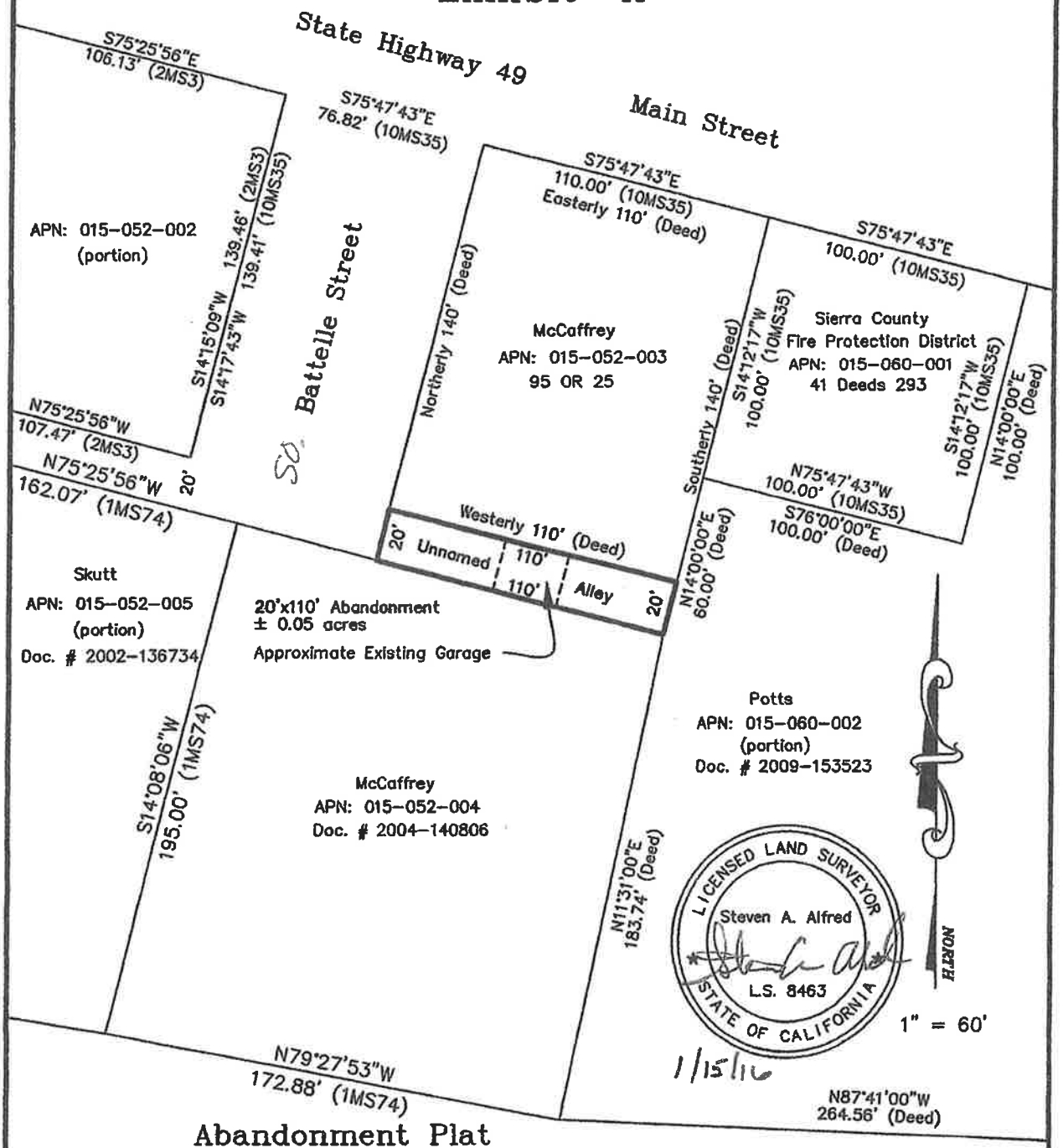
Beginning at the Southwest corner of that certain piece, part or parcel of land described in the Quitclaim Deed to Jerome L. McCaffery, Jr., recorded January 11, 1982 in Volume 95 at Page 25, Sierra County Official Records, said point being the intersection of the easterly sideline of Battelle Street and the northerly sideline of said unnamed alley; thence from said Point of Beginning, along said northerly sideline of the unnamed alley, easterly 110 feet, more or less, to the westerly line of that certain parcel of land described in the Grant Deed to Lynne S Potts, recorded November 19, 2009 as Document # 2009153523, Sierra County Official Records; thence along said westerly line, southerly 20 feet, more or less, to the Southeast corner of said unnamed alley as described in the immediately aforementioned grant deed; thence along the southerly sideline of said unnamed alley, westerly 110 feet, more or less, to the southerly extension of said easterly sideline of Battelle Street; thence along said southerly extension of the easterly sideline of Battelle Street, northerly 20 feet, more or less, to the Point of Beginning.

Said abandonment parcel containing 2,200 square feet, more or less.

PROFESSIONAL LAND SURVEYOR
STEVEN A. ALFRED
No. 8463
Exp. 12/31/16
STATE OF CALIFORNIA

1/15/16

Exhibit "A"



Abandonment Plat prepared for Jerome L. McCaffrey

A Portion of an Unnamed Alley
Situate in the NE 1/4 of Section 13
Township 20 North, Range 14 East, M.D.M.

Unincorporated Area ~ Sierra County ~ California
January, 2016

Steven A. Alfred
Profession Land Surveyor
P.O. Box 916
Loyalton, CA 96118
(530) 826-4587

15041

SHEET 2 OF 2

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
March 15, 2016	☐Regular ☒Timed ☐Consent

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

AGENDA ITEM: Presentation by Avalex Engineering and Consultants, and direction to staff, on the closure planning documents for the Sierra County Landfill.

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

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

MEETING DATE: March 16, 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: Resolution authorizing the submittal of a regional application for the CalRecycle Beverage Container Recycling City/County Payment Program.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☒Resolution ☐Agreement ☒Other
Beverage Container Recycling City/County Payment Program, Program Guidelines

BACKGROUND INFORMATION: A new resolution is required by CalRecycle every 5 years in order to apply for the Beverage Container Recycling City/County Program.

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

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

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 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 OF THE SIERRA COUNTY BOARD OF SUPERVISORS AUTHORIZING SUBMITTAL OF A REGIONAL APPLICATION FOR THE BEVERAGE CONTAINER RECYCLING CITY/COUNTY PAYMENT PROGRAM

Resolution No. 2016-_____

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant and award programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle, and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, the Beverage Container Recycling City/County Payment Program allows regional grant and award projects; and

WHEREAS, CalRecycle grant application procedures require, among other things, a regional applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants and awards.

NOW, THEREFORE, BE IT RESOLVED that the Sierra County Board of Supervisors authorizes the Director of Public Works and Transportation to submit a regional application for the Beverage Container Recycling City/County Payment Program on behalf of itself as Lead Agency and the City of Loyalton.

BE IT FURTHER RESOLVED that the Director of Public Works, or his/her designee, is hereby authorized and empowered to execute on behalf of Sierra County all grant-related documents, including, but not limited to, applications, payment requests, agreements, and amendments necessary to secure grant funds and to implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution. Adopted by the Sierra County Board of Supervisors, Sierra County, California on the 15th day of March, 2016 by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
LEE ADAMS, Chairman
Board of Supervisors

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
JAMES A. CURTIS
County Counsel

March 2016
Department of Resources Recycling and Recovery

Beverage Container Recycling City/County Payment Program

Program Guidelines

Fiscal Year 2015–16

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Submittal of a Beverage Container Recycling City/County Payment Program (Program) Application constitutes acceptance of these Guidelines as the controlling requirements for receiving, spending, and accounting for funds and for annual reporting. The on-line funding request application and these Guidelines shall constitute the Agreement.

OVERVIEW AND STATUTORY AUTHORITY

Pursuant to Public Resources Code (PRC) section 14581(a)(3)(A) of the California Beverage Container Recycling and Litter Reduction Act, the Department of Resources Recycling and Recovery (CalRecycle) is distributing $10,500,000 in fiscal year (FY) 2015–16 to eligible cities and counties specifically for beverage container recycling and litter cleanup activities.

The goal of CalRecycle's beverage container recycling program is to reach and maintain an 80 percent recycling rate for all California Refund Value beverage containers - aluminum, glass, plastic and bi-metal. Projects implemented by cities and counties will assist in reaching and maintaining this goal.

These Guidelines describe the application and administrative processes to implement the Program. Recipients are responsible and accountable for ensuring that expenditures are appropriate and that proper internal supporting documentation is maintained. To ensure full compliance with the processes and requirements, recipients must adhere to these Guidelines and the provisions set out in PRC 14581 et al.

TIMELINE AND CYCLE ACTIVITY

Date	Activity
March 1, 2016	Funding Request Open Date
June 1, 2016	Funding Request Due Date
July 2016	Payment Awards and Beginning of Term
July - November 2016	Payments Distributed
June 29, 2018	Term End Date
September 4, 2018	Reporting Due Date

ELIGIBILITY

Eligible applicants include cities, counties, or cities and counties in California, as identified by the California Department of Finance, unless otherwise determined by CalRecycle.

California Labor Code section 1782 prohibits a charter city from receiving state funding or financial assistance for construction projects if that charter city does not comply with Labor Code sections 1770-1782. If it is determined after award that a participating jurisdiction is a charter city prohibited from receiving state funds for their project, the award will be terminated and any disbursed funds shall be returned to CalRecycle.

REGIONAL APPLICATION REQUIREMENTS

Local governments may join together in a regional application in which two or more eligible jurisdictions join together for the purpose of project implementation. A Regional Lead Participant (Lead) must be designated to act on behalf of all participating jurisdictions. The Lead is the applicant/recipient who will be responsible for the performance of the Program and all required documentation. CalRecycle will direct all official correspondence and payments to the Lead. If a jurisdiction is a participant in a regional application, it may not apply individually.

FUNDING

- $10,500,000 is available for fiscal year 2015–16, subject to funding availability.
- Each city is eligible to receive $5,000 or an amount calculated by CalRecycle, on a per capita basis, whichever is greater.
- Each county is eligible to receive $10,000 or an amount calculated by CalRecycle, on a per capita basis, whichever is greater.

The calculation, is based upon the population as of January 1, 2015, in the incorporated areas of a city, or a city and county, or the unincorporated area of a county, as stated in the annual *E1 Cities, Counties and the State Population Estimates with Annual Percentage Change – January 1, 2014 and 2015* report submitted to the governor by the California Department of Finance.

TERM

The term begins from the date of award and ends on June 29, 2018. Program expenditures may start no earlier than the date of award. Eligible costs must be incurred no later than June 29, 2018.

Recipients will be notified by email once the awards are approved and will be provided the listing of the awarded amounts.

APPLICATION PROCESS

Cities and counties may apply for Program funds by completing a Funding Request in the web-based City/County Annual Payment and Reporting System (CAPRS). Access to CAPRS is secure; therefore the applicant must have a CalRecycle WebPass in order to log in.

The application process requires that applicants must:

1. Submit a completed Funding Request in CAPRS by the Funding Request due date and upload an electronic (scanned) version of the signed Funding Request Certification document.
2. Submit the authorizing documents by the Funding Request due date (see the Timeline and Cycle Activity table for due date).

WEBPASS

Those who have previously obtained a WebPass for this program or another CalRecycle system (i.e., GMS, LoGIC, etc.) do not need to obtain a new WebPass.

New users must contact your CalRecycle Regional Representative and request access to CAPRS. After the request is received and approved, a WebPass invitation will be sent and an e-mail granting access to the secure CAPRS website.

WebPass accounts are created for individuals, not organizations, and are tied to the individual's specific email address. If the individual's email address changes or becomes inactive, a new WebPass account is needed to access CAPRS. All individuals must create their own password. Passwords should not be shared within the organization. Access cannot be granted to the on-line application unless the applicant is designated as a contact in CAPRS.

FUNDING REQUEST INFORMATION

The components of the Funding Request are divided into tabs. To fill out a Funding Request, click on each tab and complete the sections in each tab as required. General instructions are on the top of each page.

Funding Requests must be submitted no later than 11:59 p.m. on **June 1, 2016**. The system will not allow any Funding Requests to be submitted after the deadline (PRC section 14581(a)(3)(E)). Customer service will be available until 4:00 p.m. on the application due date either by emailing grantassistance@calrecycle.ca.gov or calling Ms. Donnell Duclo at (916) 341-6658.

FUNDING REQUEST TAB

This tab provides a summary of the funding status, eligible Program funds, due date, program requirements, checklist, contacts, addresses, documents, region information, and a link to this document, the Beverage Container Recycling City/County Payment Program Guidelines. It is the applicant's responsibility to ensure that all required documents, based on the individual or regional application, are submitted by the due date.

To begin, click the **Edit** button. Start with the **Funding Request Type** and use the drop down to select either **Individual** or **Regional**.

Note: if you selected **Regional** as the Funding Request Type, a new tab titled Participating Jurisdictions will be added to the row of tabs. This is where the participating jurisdictions are selected and their authorizing documents are uploaded.

AUTHORIZING DOCUMENTS

Payment program-specific examples can be found on our Resolution and Letter Examples webpage. Review your options carefully.

Resolution

Any applicant that is subject to a governing body must upload a Resolution that authorizes specific payment program-related matters. A copy of the authorizing Resolution is a required document that must be uploaded no later than the due date or the application will be deemed incomplete and will be disqualified. Resolution requirements vary for individual and regional applications. See the **Resolution and Letter Examples** link for more information.

Resolution for individual applicants:
Use the Payment Program **Individual Resolution** template.

- ☐ It must authorize submittal of the payment program application.
- ☐ It must identify the job title or his/her designee authorized as Signature Authority to execute all documents necessary to implement and secure payment.
- ☐ The Resolution can be effective until rescinded or specify an end date.

Resolution for regional applicants:
Use the Payment Program **Regional Lead Resolution** template.

- ☐ The Regional Lead Participant (Lead) must submit an approved Resolution that authorizes it to act as a lead for a regional program.
- ☐ It must attach a separate list of designated participating jurisdictions and authorize the Signature Authority to revise the list as necessary.
- ☐ It must identify the job title or his/her designee authorized as Signature Authority to execute all documents necessary to implement and secure payment.
- ☐ The Resolution can be effective until rescinded or specify an end date.

Note: The choice of the Signature Authority is important because the individual who holds the designated job title is responsible for signing all documents as long as the resolution is valid.

Letter of Authorization or Regional Participant Resolution
For regional applications, the Lead must ask each of its participating jurisdictions to prepare either a Letter of Authorization or a Regional Participant Resolution. The Lead is responsible for uploading the documentation to their application by the due date.

Use the **Letter of Authorization** template or the **Regional Participant Resolution** template. Letters of Authorization and Resolutions may be valid until rescinded or a specific time period.

Letter of Designation
When authorized by Resolution, the Signature Authority may designate another person the authority to sign and submit required documents, such as Funding Requests and Expenditure Reports. The Letter of Designation must be uploaded to CAPRS and accepted by CalRecycle staff **prior** to the designee's exercise of his/her authority. If applicable to your application, use the Letter of Designation template and include the information below.

- ☐ It must be prepared on the applicant's official letterhead.
- ☐ Identify the job title of the designee and identify the scope of the designee's authority.
- ☐ It must contain a specific end date or state that it is valid until rescinded by the identified Signature Authority.
- ☐ It must be signed by the Signature Authority.

CONTACTS
A contact may be the city or county recycling coordinator, lead agency or Joint Powers Authority. One staff person may serve as more than one contact. If the city or county would like to assign a person not currently identified as a contact, click on Jurisdictions on the left navigation menu in CAPRS, select the Jurisdiction Name, and follow the instructions to set-up a new user. The new user will also need a WebPass. Contacts may be updated before a Funding Request is submitted or during the application process by updating the Contacts tab in the Funding Request.

Contact Types are as follows.

- ☐ **Signature Authority**. The person(s) authorized to sign CalRecycle documents, such as Funding Request Certification and Expenditure Reporting Certification, etc., as authorized by a board/council-adopted Resolution or Letter of Designation.
- ☐ **Primary Contact**. One person who has been authorized by the Signature Authority/Designee to manage and oversee the Program. This person will be the first contact with whom the CalRecycle Regional Representative will communicate.
- ☐ **Secondary Contact**. The person(s) authorized (by the Primary Contact or Signature Authority/Designee) as the alternate person with whom the CalRecycle Regional Representative will communicate. (Not required)

ADDRESSES
A payment and a physical address are required. Payments will be mailed to the payment address. To comply with the requirements of Chapter 8400 of the State Administrative Manual (Warrants Payable to Counties), the county treasurer's address will be identified as the payment address for counties. If one address is used for more than one payment type, only enter the address once, and check the appropriate address types.

ACTIVITIES

Pursuant to PRC section 14581(a)(3)(C), these funds **shall not be used for activities unrelated to beverage container recycling or litter reduction.** Approved activities are listed in the Activities tab, by category, in the Funding Request. The **Other** field is provided to allow additional activities to be listed. These are subject to approval by CalRecycle.

Eligible activities include, but are not necessarily limited to:

- ☐ New or existing curbside recycling programs.
- ☐ Neighborhood drop-off recycling programs.
- ☐ Public education promoting beverage container recycling.
- ☐ Litter reduction and cleanup where the waste stream includes beverage containers that will be recycled.
- ☐ Cooperative regional efforts among two or more cities and counties.
- ☐ Other beverage container recycling programs.
- ☐ Supporting AB 341 Mandatory Commercial Recycling (MCR) requirements. (For additional information on MCR and definitions of "businesses" and "multi-family residential dwellings" as they relate to this regulation, see Mandatory Commercial Recycling).
  - Infrastructure for businesses to recycle beverage containers.
  - Support for new or existing beverage container recycling programs for multi-family residential dwellings.
  - Public education and outreach (must include a beverage container recycling component).

EXPENDITURE INFORMATION

Beginning FY 2015–16, all eligible expenditures are subject to proportionate cost/rate to beverage container recycling activities (i.e., a flyer containing equal parts E-Waste, Oil, Household Hazardous Waste, and Beverage Container Recycling would be funded at a 25 percent proportionate rate.) The funding level for beverage container portions for activities will be approved on a case-by-case basis by a CalRecycle Regional Representative.

Bins/Litter Reduction. Please distinguish between litter reduction projects and waste management projects. Trash only receptacles are not considered litter reduction. Therefore, the receptacles are an ineligible expenditure. The purchase of multi-material recycling bins (to include beverage container recycling), permanently attached together, is an eligible expense and may be funded. Litter reduction activities must include beverage containers as part of the waste stream, and must be recycled.

Advertising/Promotion. If you plan to spend Program funds on advertising/promotion, submit the artwork, brochure, radio script, flyer, or poster to the assigned CalRecycle Regional Representative for your jurisdiction for approval prior to going to print/production. CalRecycle Regional Representatives are listed on the Funding Request page in CAPRS.

Education/Outreach. Education and outreach activities and materials are subject to proportionate cost/rate. Recipients must provide supporting documentation to the CalRecycle Regional Representative for approval. For example, a recycling guide costs $5,000. The guide includes material topics such as oil, electronic waste, sharps, organics, cardboard, and beverage container recycling. The beverage container recycling portion is 1 of 4 pages of the entire guide. Therefore, staff would approve 25 percent (or $1,250) in this case as an eligible expenditure.

Acknowledgement. Recipients are not required to acknowledge CalRecycle's support when activities or projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, articles, seminars or other type of promotional material.

California Recycling Recovery Association Conference. If you anticipate attending the California Recycling Recovery Association annual conference, or other conference related to beverage container recycling, please limit the expenditures to registration and travel for no more than two (2) staff. Please contact your CalRecycle Regional Representative before making travel plans in order to ensure that the trip is eligible for reimbursement. Travel expenses must follow the criteria for state travel expenses. The most current information related to travel expenses reimbursable by the state can be found at the California Department of Human Resources webpage.

Personnel Hours. If you are charging personnel hours, ensure they are auditable by hours. Program funding will only pay for direct time toward increasing beverage container recycling.

Litter Clean-Up Event. If you are sponsoring a litter cleanup event, in which beverage containers are part of the waste stream and are being recycled, Program funds may be used to pay for charges related to the cleanup. This may include supplies (i.e., bags, liners, grabbers, and gloves), personnel, and safety items (i.e., water, vests, and goggles). However, giveaways, incentives, food and/or promotional T-shirts are ineligible expenditures.

Promotional Items/Stuff We All Get. In accordance with the governor's directive, promotional items are ineligible expenses under CalRecycle's grant/direct payment programs. More information can be found at Promotional Items/SWAG (Stuff We All Get).

Ineligible Activities/Items. Any activity/items unrelated to beverage container recycling or litter reduction to include, but are not limited to:

- ☐ Recycled Content Products.
- ☐ Pet/BioBag Waste Bags.
- ☐ Monetary/Gift Card Rewards for Recycling Activities/Challenges.
- ☐ Memberships to Associations.
- ☐ Out of State Conferences.
- ☐ Trash Containers Only.
- ☐ Activities solely related to use oil, E-waste, household hazardous waste, organics, cardboard recycling, and waste.

PAYMENTS

CalRecycle will approve Funding Requests and authorize the State Controller's Office to make payments to each city and county. The warrant will arrive without a cover letter to the *city* or to the *county treasurer.* Payments must be placed into an interest bearing account. Tracking and reporting of interest earned (if any) on the payment is not required. All interest accrued and received from the Program shall be used only for eligible expenses related to the performance of this Agreement. Pursuant to PRC section 14581(a)(3)(F), CalRecycle may withhold payment to any city, county, or a city and county that has prohibited the siting of a certified recycling center at a supermarket site, caused a certified recycling center at a supermarket site to close its business, or adopted a land use policy that restricts or prohibits the siting of a certified recycling center at a supermarket site within its jurisdiction since January 1, 2000.

EXPENDITURE CHANGES

To request changes to Program expenditures/activities once a Funding Request has been submitted, contact your CalRecycle Regional Representative for prior approval. Your Funding Request activities should match your Expenditure Report.

REPORTING

Expenditure reporting is now a requirement for ongoing eligibility for the Program. Recipients must spend the Program funds by the reporting due date of **September 4, 2018**. Recipients must meet CalRecycle's online reporting requirements. Recipients may submit an Expenditure Report once all Program funds have been spent but no later than the reporting due date. Failure to meet this reporting due date may result in the denial of future Program funding and/or collection of unspent/unreported Program funds.

All expenditures will be reported through CAPRS. **Supporting documentation for all expenditures will be required**. Failure to account for funds and/or ineligible expenditures may result in requiring reimbursement from and/or forfeiture of Program funds. In addition, recipients may be denied future Program funding.

SEMI-ANNUAL REPORTING FOR AB 506

If your jurisdiction indicated that it was participating in mediation mandated by AB 506, filed for bankruptcy or declared fiscal emergency, CalRecycle will request you submit a Semi-Annual Report. This report will track your progress as you expend your Program funds. You will be required to submit an Expenditure Report.

UNSPENT FUNDS

Unspent Program funds at the end of the term must be reimbursed by check to CalRecycle within 45 days of that date. Notify your CalRecycle Regional Representative if you will be sending in a check. The check will need to be labeled as City County Payment Program Unspent Funds for FY (insert applicable fiscal year) and mailed to:

CalRecycle, Accounting
P.O. Box 4025
Sacramento, CA 95812-4025

If there are questions or other issues related to expenditures, work with your CalRecycle Regional Representative to resolve these issues. Program funds due to CalRecycle but left unpaid may result in a recipient not being eligible for future funding.

RECORDS RETENTION AND AUDIT CONSIDERATIONS

Recipients are responsible and accountable for all Program funds; therefore, it is essential that adequate supporting documentation and a clear paper/audit trail are maintained. The accounting of Program funds must be maintained in a manner that provides clear and separate tracking of funds and related transactions for fiscal program management and audit purposes.

CalRecycle, the Department of Finance, the California State Auditor, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the use of Program funds; and shall have the right to interview staff relevant to the audit. Examples of supporting documentation subject to audit include:

- Expenditure ledgers.
- Paid warrants.
- Travel logs.

- ☐ Payroll register entries.
- ☐ Time sheets.
- ☐ Contracts and change orders.
- ☐ Samples/pictures of items and materials developed with Program funds.
- ☐ Invoices, receipts, cancelled checks.

Supporting documentation must clearly identify all eligible expenditures related to beverage container recycling and litter cleanup activities. All such records shall be maintained for possible audit for a minimum of three (3) years after the Program term end date, or until completion of any action and resolution of all issues, which may arise as a result of any litigation, dispute, or audit, whichever is later.

TERMINATION FOR CAUSE

In the event the recipient fails to comply with the requirements of these Guidelines at the time and in the manner herein provided, CalRecycle may terminate the Agreement. Recipients are encouraged to discuss any problems they may have in complying with these Guidelines with their CalRecycle Regional Representative to determine if CalRecycle can be of assistance.

INDEMNITY

Recipient agrees to indemnify, defend and save harmless the state, CalRecycle, its officers, agents, and employees from any and all claims and/or losses accruing or resulting from the performance of the Program.

COMPLIANCE

Recipient shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits.

HOW TO REACH US

Your CalRecycle Regional Representative's contact information is listed on your Funding Request page. This is the best contact for any questions about the Program.

Department of Resources Recycling and Recovery
Grants and Payment Unit 5
1001 I Street, MS 13A
Sacramento, CA 95814
Telephone: (916) 322-0613
Email: citycounty@calrecycle.ca.gov

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

MEETING DATE: March 15, 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: 3.15.16
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 the15th 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.

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.

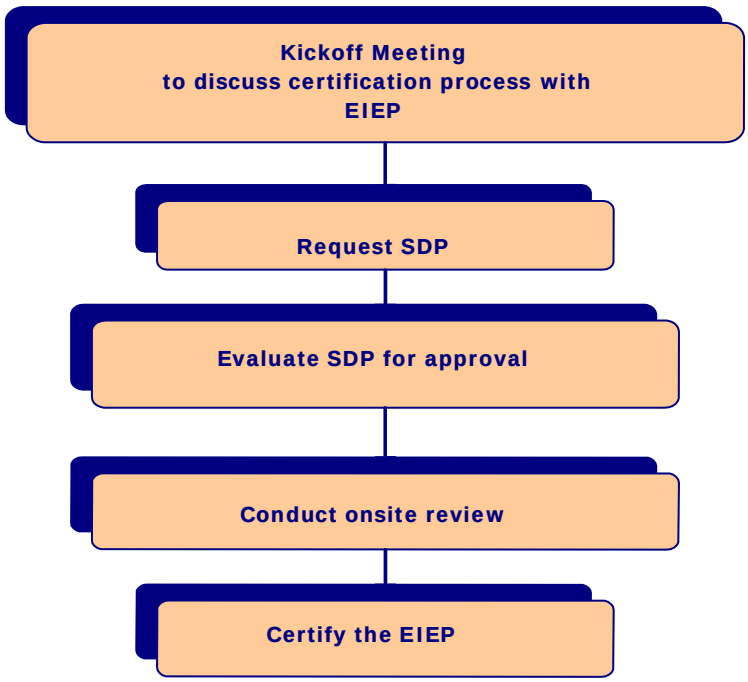
During a certification or compliance review, SSA or a certifier acting on its behalf, may request a demonstration of the EIEP's audit trail system (ATS) and its record retrieval capability. The certifier may request a demonstration of the ATS' capability to track the activity of employees who have the 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:

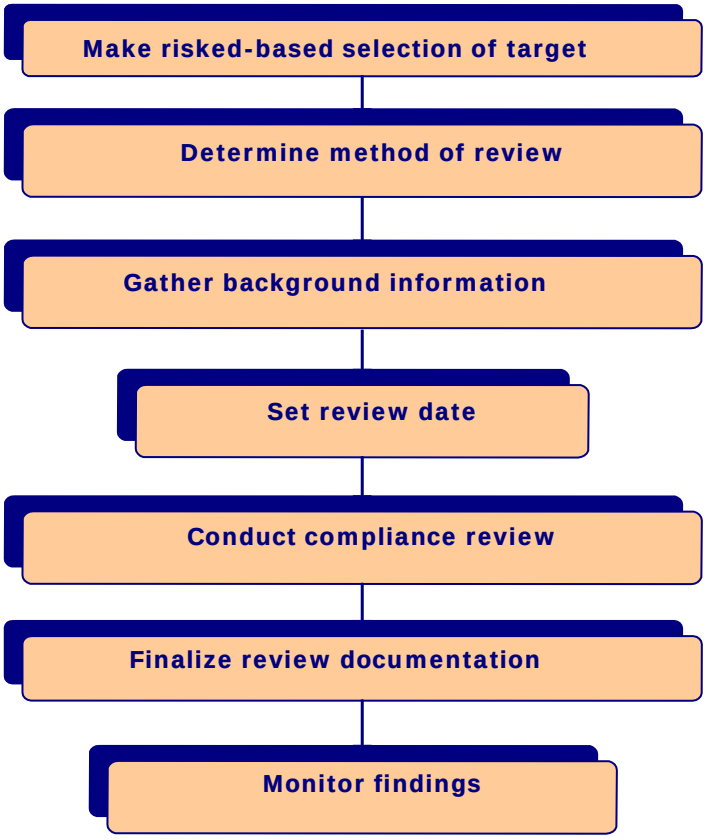


6.5 The Compliance Review Program and Process

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):

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

MEETING DATE: March 15, 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: 3.07.16
Date of Board Meeting: 3.15.16
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. At the direction of the board the contract has been amended to have contractor provide their own liability insurance and to name the county as additional insured. Beginning with the new fiscal year the additional change of rent will be added in to the contract.

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.

Action requested: H&HS respectfully requests the Board of Supervisors to approve 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. Attachment C of the Agreement, Additional Provisions, is amended as attached. COUNTY shall no longer carry Professional Liability malpractice Insurance with limits of $1,000,000 per occurrence including coverage for CONTRACTOR relating to services provided under this agreement and to the extent that the acts are covered by the CSAC Excess Insurance Authority Medical Malpractice Policy.

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

5. 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

ATTACHMENT C

ADDITIONAL PROVISIONS

None

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

NO **D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars ($1,000,000) per occurrence and with not less than One Million Dollars ($1,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

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

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

NO **D.5.1.4** Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

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

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

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

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

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

MEETING DATE: March 15, 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 19, 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? ☐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

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 19, 2016 in the Loyalton Social Hall, in the Loyalton City Park, Loyalton, CA. This meeting was recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

PLEDGE OF ALLEGIANCE: Led by Supervisor Huebner

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

APPROVAL OF CONSENT AGENDA

At the request of Chair Adams, Consent Item 11.D. was moved to the Regular Agenda as Item 8.B.

11.D. Environmental Health request for a letter from the Board of Supervisors regarding the intention to develop a Local Agency Management (LAMP) to comply with the prescriptive standards from the State Water Board. (ENVIRONMENTAL HEALTH)

The Board moved to approve the Consent Agenda as amended.

APPROVED as amended. Motion: Roen/Huebner/Unanimous Roll Call Vote: 5/0

11. CONSENT AGENDA

11.A. Public Works Contract with TRUE Telecom and Surveillance for installation of biometric security hardware on all entrances to the Sierra County Courthouse. (PUBLIC WORKS)

APPROVED, Agreement 2016-005

11.B. Resolution approving updated Zero Tolerance Drug and Alcohol Policy for transit providers under contract to Sierra County. (PUBLIC WORKS)

ADOPTED, Resolution 2016-004

11.C. Amendment to Agreement No. 2015-041 for Title III Funding with regard to the Sierra County Fire Safe Council. (AUDITOR)

APPROVED, Agreement 2016-007

11.E. Agreement for professional services between Willow Glenn Care Center and Sierra County. (MENTAL HEALTH)

APPROVED, Agreement 2016-008

11.F. Agreement between Kings View Corporation and Sierra County for electronic health record information system and all pay sources billing services. (BEHAVIORAL HEALTH)

APPROVED, Agreement 2016-009

11.G. Agreement with Robert J. Shulman, Esq. regarding review of county counsel hiring process documents. (CHAIR ADAMS)

APPROVED, Agreement 2016-010

11.H. Minutes from the regular meeting held on December 15, 2015. (CLERK-RECORDER)

APPROVAL OF REGULAR AGENDA

The Board moved to approve the Regular Agenda as amended.

APPROVED as amended. Motion: Roen/Huebner/Unanimous

REGULAR AGENDA

2. PUBLIC COMMENT OPPORTUNITY

At 9:04 a.m. Chair Adams opened the public comment opportunity.

Mr. Tom Dotta, Loyalton referred to comments by Supervisor Huebner at the last meeting held in Downieville regarding the City of Reno's budget being close to bankruptcy, and expressed concerns that Supervisor Huebner is spreading incorrect information as he received a statement from the Director of Finance indicating the City of Reno is not close to bankruptcy. The City's financial situation is not in a position where they would consider this nor does the State of Nevada have the option the same as California to declare bankruptcy. Mr. Dotta further described in detail the information he received from the City of Reno's Director of Finance. Mr. Dotta requested Supervisor Huebner not shoot off with nonfactual information and that the discrimination against the east side of Sierra County discontinue.

Mr. Jason Christian, Portola referred to the Loyalton Biomass project which was in response to the mountain county's proclamation of emergency initiated by this Board in July 2014. Mr. Christian added this project is dedicated to Bob and Mary Haggard, those who have served in and through our elected governance, the community members and citizens who have put themselves forward for the health of their common home. Mr. Christian also thanked the Board for the work they have done for the communities.

Mr. Donald Russell, Editor of the Mountain Messenger informed the Board that they might want to add a threat of potential litigation to the next agenda due to the Sheriff's Department deciding what information they will give to the public and the law is clear on this. This is why he pays dues to the California Newspaper Publication Association as they have lawyers that are experts in this and he is going there.

3. COMMITTEE REPORTS & ANNOUNCEMENTS

Chair Adams reported that the next Natural Resource, Planning and Building Standing Committee meeting will be held next Tuesday, January 26, 2016 at 9:30 a.m. in regards to the medical marijuana issue.

Sergeant Tony Prisco, CHP provided a brief update to the Board.

4. DEPARTMENT MANAGERS' REPORTS & ANNOUNCEMENTS

The Sheriff provided an update on the new 911 system and they also still have people getting stuck in the Dog Valley area.

The Public Health Officer, Dr. Celia Sutton-Pado reported on the influenza virus, noting peak influenza activity is in January and February and the best way to prevent it is to get the flu vaccine every year. Dr. Sutton-Pado added she wants to promote everyone staying healthy and to get the flu vaccine from the County Health Department which is only $2. She also indicated everyone can take basic steps to protect themselves by washing your hands and staying home when you are sick.

5. FOREST SERVICE UPDATE

Sierraville District Ranger Quentin Youngblood provided an update on various Forest Service activities in Sierra County.

Ranger Youngblood also reported on the Truckee Watershed Council who was awarded funds from the Sierra Nevada Conservancy for the Perazzo Meadows Phase 3 project, noting he will be meeting with the Council and will be coming before the Board to vet this project through the County, the RCD and Sierra Valley Mutual Water Company.

At the request of Supervisor Roen and by consensus, the Board authorized an ad hoc committee consisting of Chair Adams and Supervisor Roen to address the Perazzo Meadows Phase 3 project.

Ranger Youngblood continued to report on the Little Truckee Summit parking project noting any support by the County would be helpful.

Chair Adams suggested Ranger Youngblood provide more information to the Clerk so a letter in support can be agendized for the next meeting.

6. AUDITOR / TREASURER-TAX COLLECTOR - Van Maddox

6.A. Resolution approving sale of tax defaulted property subject to the Tax Collector's power to sell.

Following a brief introduction by the Tax Collector, the Board moved to adopt the resolution approving sale of tax defaulted property subject to the Tax Collector's power to sell.

ADOPTED, Resolution 2016-005. Roen/Beard/Unanimous Roll Call Vote: 5/0

6.B. Discussion/update on the 2015/2016 County Budget and the 2016/2017 Preliminary Budget.

The Auditor reported the County is spending the current budget as expected at this point and doesn't see any troubled areas. With respect to the 2016/2017 fiscal year the County has some increasing revenue and some decreasing revenues in the road budget. Right now the County is looking at $300,000 deficit in the general fund and road fund next year. The Assessor has indicated there are new sales and the Prop 8 is promising, however we won't know the amount for a few months. The Auditor added he believes we should squeeze and save now.

Chair Adams indicated the items the Auditor has pointed out is a reminder to everyone not to overspend as next year will be critical due to the loss of the Secured Rural Schools funding.

7. PUBLIC WORKS / TRANSPORTATION - Tim Beals

7.A. Discussion/direction to staff regarding letter of suspension from the State of California regarding the Loyalton Estates Mobilehome Park.

Supervisor Beard briefly explained he requested this item go on the agenda as an opportunity to address how the trailer park is progressing as he has received a number of inquiries on this issue.

The Director of Public Works provided background on the inspection by the state, noting it was clear to him that a number of new violations had been discovered and the permit to operate was going to be suspended by the state. The Mobilehome Parks Act, under the state Health and Safety Code clearly indicates this is a state permit and HCD (State Housing and Community Development) is the agency with operating authority under the Health and Safety Code. The County's role is very limited to land use jurisdiction and is limited in scope. The County's role does become more prominent if the permit to operate is revoked. Once the state revokes the permit to operate the park, the property reverts back to a non-mobilehome park status, so the tenants occupying the park are in violation of County code.

The Director added that the letter of suspension is attached to this item and clearly states the permit is suspended, rent cannot be collected from any of the mobilehome park occupants and the property owner, Mr. Stephen Griggs must comply with the suspension letter or there will be further actions taken by the state. This certainly has a lot of impacts to the occupants living in the mobilehome park.

The Director continued to explain he is preparing a report to provide the Board and the Department Managers involved, which will include the history of the park, the current statistics, the location of the park, the nature of the configuration of the property, etc. This will be a detailed document so everyone is fully aware of what the status is and what the options are in the future for retrieval of the park or the return of some land use that is compatible with the general plan. The Director further explained this is quite an undertaking and he has had a number of good discussions with the Sheriff, Auditor, Assessor and Director of Health and Human Services. The bottom line and real impact is to the land use program if the permit is suspended as the County has an obligation to uphold the zoning laws in the general plan. The City of Loyalton is also responsible as there are several spaces located within the City limits and the City also services the mobilehome park with water and sewer.

The Director concluded his comments noting we know we have a park with a suspended permit to operate, it is delinquent in property taxes and solid waste fees. As soon as this report is prepared there is going to be an expectation to stop the bleeding which involves an alternative to the waste system and how the residents will access the system. Worst case scenario would be if the permit is revoked and there is a requirement to bring the property into conformance with the County's zoning. The Director clarified this isn't the County's doing, the County doesn't own the property and the garbage bins are still on the property, so these rumors have been put to rest.

Supervisor Huebner expressed concerns about the people who live at the mobilehome park as most are on a tight budget and are worried about where they will go. Supervisor Huebner added that he hopes the Director of Health and Human Services has staff that can talk to the people that live there regarding what can be done. There is a lot of confusion as there is no one in charge.

The Director explained there is a limit to what the County can do since we are not the owner. He understands the need to have a companionate discussion with the people living in the park and try to make this an easy transition.

In response to Supervisor Schlefstein's inquiry, the Director explained he will have the report to the Board by the February 16th meeting.

Supervisor Schlefstein further suggested in the meantime giving out the information they currently have. He has also spoken to people in his district and the media in an attempt to dispel the rumors.

Mr. Terry LeBlanc, Intermountain Disposal explained there are five dumpsters at the park and the driver is supposed to pick up a check for $550 from Mr. Rimmer so they can dump the dumpsters. Mr. LeBlanc added there is another option wherein the occupants can get a 90 gallon can which would be picked up and recorded through the hauler.

Supervisor Schlefstein questioned how they would go about getting the 90 gallon can.

Mr. LeBlanc clarified they would contact Intermountain Disposal.

Chair Adams clarified that they are only paying for the hauling and not for the cost of the disposal.

The Director also clarified that the disposal costs in this scenario are not being covered. There is a $90,000 delinquency in solid waste fees over the last 7 years.

Mr. LeBlanc suggested adding the solid waste fee to the hauling fee.

Chair Adams suggested the Director work with the Solid Waste Administrator on a temporary fix so these folks can either dispose of their own garbage at the dump or work with Intermountain Disposal to pick it up for them. This at least is an alternative so we don't continue to hemorrhage as the months go on.

Mr. LeBlanc added this would also eliminate a health issue.

The Auditor clarified that with respect to someone in charge, the only way we are going to get there is if this property sells.

Chair Adams cautioned empowering Mr. Rimmer as he doesn't want the County to look as though the County has put him in charge. Chair Adams agrees with the Supervisor Huebner that at the end of the da these are people out there but also agrees with the Auditor that the County cannot promise a good ending to this as it is private property. This is going to fall to the private market to decide how the handle this and he would also submit that the other 3100 residents of the County are already into this $31 per person for past solid waste fees. He believes the best thing those living in the park can do is contact the City, the County and Intermountain Disposal and show a sign of good will that they are going to pay for these services.

County Counsel referred to the accrued delinquency for solid waste fees, noting depending on what happens with the impending sale of the property, if there is going to be a right-off the County general fund is going to be the deep pocket on this.

Supervisor Roen suggested calling a Solid Waste Committee meeting to discuss dealing with the solid waste issues at the mobilehome park.

The Director suggested approaching the occupants of the mobilehome park and ask them if they can cover the cost of the solid waste fee for the remainder of the year so they can access the landfill. This would only be a temporary fix to stop the bleeding.

By consensus, the Board referred this matter to the Public Works, Roads, and Solid Waste Standing Committee.

In response to Supervisor Schlefstein's inquiry, the Director explained the solid waste fee for the next five months would be approximately $150.00.

Supervisor Schlefstein noted when it comes down to where these people will want to put their money in the event they have to move, they are going to pay their moving expenses, electricity bill, etc. before they pay for their garbage.

Chair Adams explained they are just as responsible to pay their way as anyone else. Supervisor Adams also expressed concerns with putting this on the rest of the taxpayers.

Supervisor Schlefstein clarified his comments noting the reality is if someone is in a poverty type situation everyone has a priority and they will pay for their heat before paying for garbage. Supervisor Schlefstein added that he is not making an argument that they are right, but the reality is when the occupants have the uncertainty of where they are going to live, if he was in that situation he would hold onto his coins in case he would have to move.

In response to Supervisor Huebner's inquiry, the Director of Health and Human Services clarified that the department can only assist if they are already receiving services.

Supervisor Beard reiterated that the garbage bins have not been removed, the County has not issued the suspension order as this is not the responsibility of the County, and the property is not owned by the County even though the County is selling the property for back taxes.

Discussion ensued regarding the Solid Waste Committee meeting to address the solid waste issue; the Solid Waste Fee Administrator having the authority to work with the individuals in the mobilehome park to either pay the fee or work through the hauler to collect the fee; and putting together a fact sheet to put on doors and windshields to provide information to the mobilehome park occupants.

Supervisor Roen added that Nichole Johnson (Sierra Booster) was unable to attend the meeting today and has requested Supervisor Schlefstein to contact her so she can report accurately on this issue.

10. TIMED ITEMS

10.A. 10:00AM ALLIANCE FOR WORKFORCE DEVELOPMENT Presentation and update by Kayte Puckett, Career Center Advisor on services provided by the Alliance for Workforce Development in Sierra County. (CHAIR ADAMS)

Ms. Kayte Puckett provided an update to the Board on the activities of the Alliance for Workforce Development operations in Sierra County outlined in the background information previously transmitted to the Board.

In response to Supervisor Huebner's inquiry, Ms. Puckett explained that most of their clients are from Sierraville and Loyalton but during the summer months she does go over to Downieville.

8. BOARD OF SUPERVISORS

8.A. Discussion/approval of letter to the US Forest Service regarding cooperative law enforcement funding program. (CHAIR ADAMS)

Chair Adams provided brief background on the item.

Supervisor Schlefstein suggested making a few grammatical corrections to the proposed letter.

The Board moved to approve the letter to the US Forest Service regarding cooperative law enforcement funding program as amended.

APPROVED as amended. Motion: Roen/Huebner/Unanimous Roll Call Vote: 5/0

8.B. Environmental Health request for a letter from the Board of Supervisors regarding the intention to develop a Local Agency Management (LAMP) to comply with the prescriptive standards from the State Water Board. (ENVIRONMENTAL HEALTH) **(Consent Item 11.D.)**

Chair Adams explained he requested this item be pulled as he wanted to make sure everyone is clear on what the County is doing. He understands this is a lessor alternative to the requirements of AB 885, wherein the state decided to give local communities an alternative to monitor themselves instead of overseeing a state mandatory program.

The Director of Health and Human Services explained the two choices under the Local Agency Management Program (LAMP) are Tier 1, which is really stringent and Tier 2, which is more in line with the particular needs with respect to the geology, geography, hydrology, etc. of the County. He would like to send a link out with more detailed information about this as there are tasks that need to be performed by

Environmental Health by May 13, 2016 and would request the Board sign the proposed letter staff has prepared so they can move forward with the program and the codes of compliance.

Chair Adams referred to the draft letter and requested this effort be coordinated between both the Environmental Health Department and the Planning/Building Department in order to meet the May deadline, so we are not forced into the state oversite system.

The Director of Planning provided background on AB 885 which started out as a top down approach to onsite wastewater treatment systems. As a result of public outcry the state board deferred to local pressure and indicated they would withdraw the regulations and develop more local ordinance control.

The Director further reviewed the two tiers under the regulatory program, noting Tier 1 is state regulations that are very conservative and restrictive and Tier 2 is an opportunity for local agencies to adopt their own ordinances that reflect their own local conditions. By opting into Tier 2 the County is opting into the obligation of developing a local ordinance which has to be reflected in the LAMP. Once the LAMP is approved the County has 5 years to adopt and implement programs. The Director added that the County doesn't have much of a choice unless we want to go with Tier 1, however he would counsel against this.

The Board moved to approve the letter from the Board of Supervisors regarding the intention to develop a Local Agency Management (LAMP) to comply with the prescriptive standards from the State Water Board.

APPROVED. Motion: Roen/Huebner/Unanimous Roll Call Vote: 5/0

Item 8.A. continued

By consensus, the Board authorized also sending this letter to the Regional Foresters in Regions 4 and 5.

9. COUNTY COUNSEL - James A. Curtis

9.A. Resolution denying Les Scott's solid waste fee appeal of January 5, 2016.

The Board moved to adopt the resolution denying Les Scott's solid waste fee appeal of January 5, 2016.

ADOPTED, Resolution 2016-006. Motion: Roen/Huebner/Unanimous Roll Call Vote: 5/0

12. CORRESPONDENCE LOG

12.A. Letter from Jason E. Christian, Ph.D., Proponent, Loyalton Biomass Project regarding the Governor's Proclamation of Emergency, signed October 30, 2015, involving drought driven Tree Mortality in the woodlands of California.

No action taken.

12.B. Letter from Karen Hayden, Yuba River District Ranger, regarding the Forest Service proposing to provide 25 camping areas for authorized users such as special use permittees and valid, permitted mining claimants along the North Yuba River.

No action taken.

12.C. Letter from Tosha Buckbee resigning from the Pliocene Ridge Community Service District.

ADJOURN

At 10:58 a.m., with no further business, Chair Adams adjourned the meeting.

_____
LEE ADAMS, CHAIR
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

Department of Alcoholic Beverage Control State of California

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
2400 DEL PASO ROAD
SUITE 155
SACRAMENTO, CA 95834
(916) 419-1319

File Number: **566912**
Receipt Number: **2344729**
Geographical Code: **4600**
Copies Mailed Date: **February 23, 2016**
Issued Date:

RECEIVED
FEB 25 2016
BY:

DISTRICT SERVING LOCATION: **SACRAMENTO**

First Owner: **SHERALI GROCERY COMPANY INC.**
Name of Business: **DOWNIEVILLE GROCERY**
Location of Business: **101 SUNNYSIDE DR**
DOWNIEVILLE, CA 95936

County: **SIERRA**
Is Premise inside city limits? **No** Census Tract **0100.00**
Mailing Address: (If different from premises address) **1629 ARENA DR**
DAVIS, CA 95618-6750

Type of license(s): **21**

Transferor's license/name: **510125 / SHERALI DAVIS LLC** Dropping Partner: Yes___ No X

License Type	Transaction Type	Fee Type	Master	Dup	Date	Fee
21 - Off-Sale General	ANNUAL FEE	NA	Y	0	02/22/16	$582.00
21 - Off-Sale General	PERSON-TO-PERSON TRANSFER	NA	Y	0	02/22/16	$1,250.00
					Total	$1,832.00

Have you ever been convicted of a felony? **No**
Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**
Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of SIERRA Date: February 22, 2016

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee¿s name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s) Applicant Signature(s)

SHERALI GROCERY COMPANY INC.

Department of Alcoholic Beverage Control

State of California

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
2400 DEL PASO ROAD
SUITE 155
SACRAMENTO, CA 95834
(916) 419-1319

File Number: **566874**
Receipt Number: **2344493**
Geographical Code: **4600**
Copies Mailed Date: **February 23, 2016**
Issued Date:

RECEIVED
FEB 25 2016
BY:

DISTRICT SERVING LOCATION: **SACRAMENTO**

First Owner: **SHERALI FOOD COMPANY INC.**

Name of Business: **TWO RIVERS CAFE**

Location of Business: **116 MAIN ST**
DOWNIEVILLE, CA 95936

County: **SIERRA**

Is Premise inside city limits? **No**

Census Tract **0100.00**

Mailing Address: (If different from premises address) **1629 ARENA DR**
DAVIS, CA 95618-6750

Type of license(s): **41**

Transferor's license/name: **518207 / SHERALI DAVIS LLC**

Dropping Partner: Yes___ No X

License Type	Transaction Type	Fee Type	Master	Dup	Date	Fee
41 - On-Sale Beer And Wine	ANNUAL FEE	NA	Y	0	02/19/16	$350.00
41 - On-Sale Beer And Wine	PERSON-TO-PERSON TRANSFER	NA	Y	0	02/19/16	$150.00
					Total	$500.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of SIERRA Date: February 19, 2016

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

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Applicant Name(s) Applicant Signature(s)

SHERALI FOOD COMPANY INC.

Department of Alcoholic Beverage Control State of California

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
2400 DEL PASO ROAD
SUITE 155
SACRAMENTO, CA 95834
(916) 419-1319

File Number: **566878**
Receipt Number: **2344554**
Geographical Code: **4600**
Copies Mailed Date: **February 23, 2016**
Issued Date:

RECEIVED
FEB 25 2016
BY:

DISTRICT SERVING LOCATION: **SACRAMENTO**

First Owner: **SHERALI GAS COMPANY INC.**
Name of Business: **DOWNIEVILLE MOTORS**
Location of Business: **114 MAIN ST**
DOWNIEVILLE, CA 95936

County: **SIERRA**
Is Premise inside city limits? **No** Census Tract **0100.00**
Mailing Address: (If different from premises address) **1629 ARENA DR**
DAVIS, CA 95618-6750

Type of license(s): **20**

Transferor's license/name: **511087 / SHERALI DAVIS LLC** Dropping Partner: Yes___ No X

License Type	Transaction Type	Fee Type	Master	Dup	Date	Fee
20 - Off-Sale Beer And Win	ANNUAL FEE	NA	Y	0	02/19/16	$254.00
20 - Off-Sale Beer And Win	PERSON-TO-PERSON TRANSFER	NA	Y	0	02/19/16	$50.00
					Total	$304.00

Have you ever been convicted of a felony? **No**
Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**
Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of SIERRA Date: February 19, 2016

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

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Applicant Name(s) Applicant Signature(s)

SHERALI GAS COMPANY INC.

EDMUND G. BROWN JR.
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR

February 29, 2016

Mr. Lee Adams, Chairperson
Sierra County Board of Supervisors
P.O. Drawer D
Downieville, California 95936

Dear Chairperson Adams:

The U.S. Small Business Administration declared certain counties in the State of Nevada and the contiguous counties of **Alpine, El Dorado, Inyo, Lassen, Modoc, Mono, Nevada, Placer, San Bernardino,** and **Sierra** in the State of California. This declaration is a result of a February 17, 2016, U.S. Department of Agriculture disaster designation due to drought severity levels of D2 (for eight consecutive weeks), D3, or D4, as identified on the U.S. Drought Monitor.

The California Governor's Office of Emergency Services (Cal OES) is providing the enclosed information regarding this declaration. Please inform interested individuals, businesses, and city officials within your county of this declaration and information.

Sincerely,

KARMA HACKNEY
Individual Assistance Officer

Enclosure

c: Sierra County Office of Emergency Services
Cal OES Regional Administrator
Cal OES Individual Assistance Division

3650 SCHRIEVER AVENUE, MATHER, CA 95655
INDIVIDUAL ASSISTANCE DIVISION
(916) 845-8149 TELEPHONE (916) 845-8395 FAX

U.S. Small Business Administration (SBA) Declaration
SBA #14651 – State of Nevada D2, D3, D4 Drought

Declaration Information

The following table illustrates the declaration information.

Eligible Contiguous California County/Counties:	**Alpine, El Dorado, Inyo, Lassen, Modoc, Mono, Nevada, Placer, San Bernardino, Sierra**
Reason/Event:	February 17, 2016, U.S. Department of Agriculture disaster designation due to drought severity levels of D2 (for eight consecutive weeks), D3, or D4, as identified on the U.S. Drought Monitor in the neighboring State of Nevada.
Assistance made available by declaration:	SBA Economic Injury Disaster Loans
Application deadline for business economic injury:	**October 17, 2016**
Who may apply:	Small, non-farm businesses, small agricultural cooperatives, and most private non-profit organizations of any size. Small businesses include those that do business directly with the growers, such as truckers and suppliers of agricultural equipment or services.
How to apply:	Contact SBA at **1-800-659-2955**, or visit SBA's website at: www.sba.gov/disaster , or email disastercustomerservice@sba.gov Hearing impaired individuals may call 1-800-877-8339.

EDMUND G. BROWN JR.
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

February 29, 2016

Mr. Lee Adams, Chairperson
Sierra County Board of Supervisors
P.O. Drawer D
Downieville, California 95936

Dear Chairperson Adams:

The U.S. Small Business Administration declared the primary counties of **Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Mariposa, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, Ventura, Yolo, Yuba** and the contiguous counties of **Alameda, Alpine, Amador, Butte, Del Norte, Humboldt, Imperial, Marin, Mendocino, San Francisco,** and **Trinity** a disaster area. This declaration is a result of a February 17, 2016, U.S. Department of Agriculture disaster designation due to drought severity levels of D2 (for eight consecutive weeks), D3, or D4, as identified on the U.S. Drought Monitor.

The California Governor's Office of Emergency Services (Cal OES) is providing the enclosed information regarding this declaration. Please inform interested individuals, businesses, and city officials within your county of this declaration and information.

Sincerely,

KARMA HACKNEY
Individual Assistance Officer

Enclosure

c: Sierra County Office of Emergency Services
Cal OES Regional Administrator
Cal OES Individual Assistance Division

3650 SCHRIEVER AVENUE, MATHER, CA 95655
INDIVIDUAL ASSISTANCE DIVISION
(916) 845-8149 TELEPHONE (916) 845-8395 FAX

U.S. Small Business Administration (SBA) Declaration
SBA #14650- D2, D3, D4 Drought

Declaration Information

The following table illustrates the declaration information.

Eligible Primary County/Counties:	**Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Mariposa, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, Ventura, Yolo, Yuba**
Eligible Contiguous County/Counties:	**Alameda, Alpine, Amador, Butte, Del Norte, Humboldt, Imperial, Marin, Mendocino, San Francisco, Trinity**
Reason/Event:	February 17, 2016, U.S. Department of Agriculture disaster designation due to drought severity levels of D2 (for eight consecutive weeks), D3, or D4, as identified on the U.S. Drought Monitor.
Assistance made available by declaration:	SBA Economic Injury Disaster Loans
Application deadline for business economic injury:	**October 17, 2016**
Who may apply:	Small, non-farm businesses, small agricultural cooperatives, and most private non-profit organizations of any size. Small businesses include those that do business directly with the growers, such as truckers and suppliers of agricultural equipment or services.
How to apply:	Contact SBA at **1-800-659-2955**, or visit SBA's website at: www.sba.gov/disaster , or email disastercustomerservice@sba.gov Hearing impaired individuals may call 1-800-877-8339.

EDMUND G. BROWN JR.
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

February 29, 2016

Mr. Lee Adams, Chairperson
Sierra County Board of Supervisors
P.O. Drawer D
Downieville, California 95936

Dear Chairperson Adams:

On February 17, 2016, the U.S. Department of Agriculture granted a Secretarial disaster designation for certain counties in the State of Nevada and the contiguous counties of **Alpine, El Dorado, Inyo, Lassen, Modoc, Mono, Nevada, Placer, San Bernardino,** and **Sierra** in the State of California. This designation is a result of the final rule announced for the USDA Disaster Designation Process (7 CFR 759), which includes the nearly automatic approval for counties with drought intensity levels of D2 (for 8 consecutive weeks), D3, and D4 as reported on the U.S. Drought Monitor.

The California Governor's Office of Emergency Services (Cal OES) is providing the enclosed information regarding this designation. Please inform potential applicants throughout your county of this designation and information.

Sincerely,

KARMA HACKNEY
Individual Assistance Officer

Enclosure

c: Sierra County Office of Emergency Services
Sierra County Agricultural Commissioner
Karen Ross, Secretary, California Department of Food and Agriculture (CDFA)
Gary Leslie, County/State Liaison, CDFA
Cal OES Regional Administrator
Cal OES Individual Assistance Division

3650 SCHRIEVER AVENUE, MATHER, CA 95655
INDIVIDUAL ASSISTANCE DIVISION
(916) 845-8149 TELEPHONE (916) 845-8395 FAX

U.S. Department of Agriculture (USDA) Designation
USDA #S3953 - State of Nevada D2, D3, D4 Drought

Designation Information

The following table illustrates the designation information.

Eligible California Contiguous County/Counties:	**Alpine, El Dorado, Inyo, Lassen, Modoc, Mono, Nevada, Placer, San Bernardino, Sierra**
Event:	Final rule for the USDA Disaster Designation Process (7 CFR 759), which includes the nearly automatic approval for counties with drought intensity levels of D2 (for 8 consecutive weeks), D3, and D4 as reported on the U.S. Drought Monitor. **Incident Period:** September 1, 2015, and continuing
Assistance made available by designation:	• Emergency farm loans for both physical and crop production losses as a direct result of the disaster • Up to a maximum of $500,000
Application deadline:	**October 17, 2016**
Who may apply:	Farmers and ranchers who conduct family-sized farming operations
How to apply:	• Contact local Farm Service Agency (FSA) office listed in the local telephone directory under U.S. Government, Agriculture • Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD)
USDA website for additional information:	https://www.fsa.usda.gov/FSA/webapp?area=home&subject=fmlp&topic=efl

EDMUND G. BROWN JR.
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

February 29, 2016

Mr. Lee Adams, Chairperson
Sierra County Board of Supervisors
P.O. Drawer D
Downieville, California 95936

Dear Chairperson Adams:

On February 17, 2016, the U.S. Department of Agriculture granted a Secretarial disaster designation for the primary counties of **Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Mariposa, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, Ventura, Yolo, Yuba** and the contiguous counties of **Alameda, Alpine, Amador, Butte, Del Norte, Humboldt, Imperial, Marin, Mendocino, San Francisco,** and **Trinity**. This designation is a result of the final rule announced for the USDA Disaster Designation Process (7 CFR 759), which includes the nearly automatic approval for counties with drought intensity levels of D2 (for 8 consecutive weeks), D3, and D4 as reported on the U.S. Drought Monitor.

The California Governor's Office of Emergency Services (Cal OES) is providing the enclosed information regarding this designation. Please inform potential applicants throughout your county of this designation and information.

Sincerely,

KARMA HACKNEY
Individual Assistance Officer

Enclosure

c: Sierra County Office of Emergency Services
Sierra County Agricultural Commissioner
Karen Ross, Secretary, California Department of Food and Agriculture (CDFA)
Gary Leslie, County/State Liaison, CDFA
Cal OES Regional Administrator
Cal OES Individual Assistance Division

3650 SCHRIEVER AVENUE, MATHER, CA 95655
INDIVIDUAL ASSISTANCE DIVISION
(916) 845-8149 TELEPHONE (916) 845-8395 FAX

U.S. Department of Agriculture (USDA) Designation
USDA #S3952- D2, D3, D4 Drought

Designation Information

The following table illustrates the designation information.

Eligible Primary County/Counties:	**Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Mariposa, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, Ventura, Yolo, Yuba**
Eligible Contiguous County/Counties:	**Alameda, Alpine, Amador, Butte, Del Norte, Humboldt, Imperial, Marin, Mendocino, San Francisco, Trinity**
Event:	Final rule for the USDA Disaster Designation Process (7 CFR 759), which includes the nearly automatic approval for counties with drought intensity levels of D2 (for 8 consecutive weeks), D3, and D4 as reported on the U.S. Drought Monitor. **Incident Period:** January 1, 2016, and continuing
Assistance made available by designation:	• Emergency farm loans for both physical and crop production losses as a direct result of the disaster • Up to a maximum of $500,000
Application deadline:	**October 17, 2016**
Who may apply:	Farmers and ranchers who conduct family-sized farming operations
How to apply:	• Contact local Farm Service Agency (FSA) office listed in the local telephone directory under U.S. Government, Agriculture • Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD)
USDA website for additional information:	https://www.fsa.usda.gov/FSA/webapp?area=home&subject=fmlp&topic=efl

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BY:

February 24, 2016

Dear Sierra County Board of Supervisors,

Please accept my resignation from the Sierra Valley Resource Conservation Board. It has been informative and I have enjoyed the time spent with some fine men and women involved in RCD business. However, I have some personal issues on the horizon that will require more attention for a time. I believe the SVRCD is doing important work and wish them well in their efforts.

Thank you for this opportunity to serve my community.

Sincerely,

Michael Filippini